

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

BELL & MASON PARTNERS, LLC

(Company)

THIS OPERATING AGREEMENT is made and entered into effective (September 13, 2018), by and among: the Owners of BELL & MASON PARTNERS, LLC (collectively referred to in this agreement as the "Members").

SECTION 1

THE LIMITED LIABILITY COMPANY

- 1.1 **Formation.** Effective (September 13, 2018), the Members form a limited liability company under the name (BELL & MASON PARTNERS, LLC) agreed on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Texas (the "Act"). The Members agree to file with the appropriate agency within the State of Texas charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.
- 1.2 **Name.** The business of the Company will be conducted under the name (BELL & MASON PARTNERS, LLC), or such other name upon which the Members may unanimously may agree.
- 1.3 **Purpose.** The Company will conduct business in accordance with the laws of the State of Texas and may, among other acts, enter, enforce, and perform contracts, establish bank accounts, grant deeds of trust and other security interests, lease, acquire, sell, and exchange real estate, employ consultants, collect and pay funds, obtain insurance, and take other actions in furtherance of this purpose.
- 1.4 **Office.** The Company will maintain its principal business office within the State of Texas at the following address: 24207 Mirandola LN, Richmond, TX 77406. The Company will promptly notify the Members of any change in the Company's principal office.
- 1.5 **Powers.** The Company will have all powers of a limited liability company under the Code and the power to do all things necessary or convenient to accomplish its purposes as set forth.
- 1.6 **Registered Agent.** Abdelrhani Abddouh is the Company's registered agent in the State of Texas, and the registered office is 24207 Mirandola LN, Richmond, TX 77406.

1.7 **Term.** The term of the Company commences on (September 13, 2018) and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.8 **Names and Addresses of Members.** The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.9 **Admission of Additional Members.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 **Initial Contributions.** Within hundred and twenty (120) business days following the date of this Agreement the Members initially shall contribute to the Company capital as described in Schedule 1 attached to this Agreement.

2.2 **Additional Contributions.** Without creating any rights in favor of any third party, upon the request of the Officers, each Member shall contribute to the Company, in cash, on or before the date specified, that Member's pro rata share of all funds that in the judgment of Officers is necessary to enable the Company to discharge its costs, expenses, obligations and liabilities for the Project. The Officers shall notify each Member of required additional Capital Contributions pursuant to this Section 4.2, which notice must include a copy of the revised Development Budget and an explanation of the reason for the Additional Capital Contribution and the method and manner of calculation for each Member's pro rata share and a date (which date may be no earlier than seven (7) Business Days following each Member's receipt of notice) by which each Additional Capital Contribution must be made.

Failure to Make Contributions: Any Member who fails to timely contribute all or any portion of any Additional Capital Contribution, which said Member is required to contribute to the Company hereunder, shall be considered a "Delinquent Member".

2.3 **Return of Contributions.** Before any distribution or calculations of any profits all members' capital contributions are to be returned in the event of a partial or entire sale of the company assets. Members will receive their initial capital contribution plus all other related and agreed upon costs and/or expenses spent but not limited to capital spent in acquiring and developing the company and the project, marketing expenses, buying fees, property maintenance, taxes, and any expenses incurred during the ownership of the company.

2.4 **Member Loans.** If the Company shall have insufficient cash to pay its obligations, any Member, with the written approval of the other Member and the Officers, may advance such funds for the Company on such terms and conditions as the lending Member and the other

Member may determine ("Member Loan"). Each such advance shall constitute a loan from such Member to the Company and shall not constitute a Capital Contribution.

2.5 *Delinquent Member.* The Company may, upon notice to a Delinquent Member, permit other Members who elect to do so, in proportion to their respective Interests to advance the delinquent capital and increase their membership interest on the account of the Delinquent Member. No approval is required from the Delinquent Member to revise the membership interests in this case.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Officers shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Officers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, Officer of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding for any sole or concurrent negligence. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect

to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

MANAGEMENT OF THE COMPANY

5.1 Management of Company.

5.1.1 The Primary Manager of the Company is Abdelrhami Abdouh. The Secondary Manager is EMK Management, LLC. The Managers will be the only entity responsible for the day-to-day operation of the business. The Managers shall collaborate on carrying the Company's day to day activities. The Managers will be responsible:

5.1.1.1 To hire consultants and services projected in the project projections.

5.1.1.2 To acquire, manage, maintain, develop, and operate Company assets in accordance with the purposes of the Company;

5.1.1.3 For the payment of invoices and compensations to designated affiliate;

5.1.1.4 To sue, defend, or compromise any claim or liability of the Company or submit claims to mediation or arbitration;

5.1.1.5 For the settlement or compromise of any claim or action for damages against the Company;

5.1.1.6 To verify that the Company is paying the actual cost and/or the fair market value for the goods, facilities and services provided to the Company;

5.1.1.7 To take any and all other action which is customary or reasonably related to carrying out any of the purposes of the Company, including but not limited to making contracts, opening bank and investment accounts, employing, removing, and changing employees, consultants, and professional advisors, incurring legal, accounting, and consulting expenses, collecting sums due the Company, paying Company debts and obligations, obtaining insurance, performing the Company's obligations and exercising all rights and powers of the Company, and determining distributions, all in accordance with this agreement.

5.1.2 *The Officers.* An Officer has to be a current Member. **The officers are the only entity that has the signature authority to sell the assets of the company. Officers have to unanimously agree to sell or develop any assets of the Company. Other day to day management activities require majority agreement of the officers. There shall be three Officers to the Company:**

- Wael Ellithy
- Mahmoud Khalifa
- Abdelrhani Abdouh

The Officers, within the authority granted by the Act and the terms of this Agreement shall:

5.1.2.1 Have the complete power and authority to supervise and monitor the Managers and the day to day operations of the business and affairs of the Company.

5.1.2.2 Have the signature authority for the Company's sale, exchange or other transfer of any asset or group of assets of the Company, except as limited by Section 6.4 below. Two Officers must sign for the sale of any Company assets.

5.1.2.3 To finance the Company's activities, on the terms and conditions as the Officers deems appropriate by applying funds available to the Company for the payment of Company obligations, by selling Company assets, or by borrowing money, to refinance, increase the amount, modify the terms, and extend the time for payment, of any indebtedness or obligation of the Company and to pledge, mortgage, encumber, and grant security interests in, Company assets.

5.1.3 *Officers and Managers May Engage in Other Competing Activities.* Members recognize that any Officer or Manager may continue to be involved in other competing businesses.

5.1.4 *Removal of Officer or Manager.* Any Officer or Manager may be removed by the affirmative vote of at least eighty percent (80%) of the Membership Interests, if: (a) they, acting responsibly and in good faith, determine that: (i) any Officer or Manager is engaged in act(s) of fraud, dishonesty, unethical business conduct, or similar acts of misconduct that are likely to materially and adversely affect the Company; (ii) any Officer or Manager has failed or refused to perform in all material respects the duties required under this agreement, breached this agreement; or (iii) any Officer or Manager has become mentally or physically incapacitated to such an extent that any Officer or Manager is or shall be unable to perform fully its duties under this agreement for a period of more than ninety (90) days; or (b) any Officer or Manager has transferred all its rights. The written notice of the Officer's or Manager's removal shall be served upon it by certified mail. The notice shall set forth the day on which the removal is to be effective, which date shall not be less than thirty (30) days after the service of the notice.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Membership Interests.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

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

6.2 *Compensation and Reimbursement:* There shall **NOT** be any compensation for the efforts of the Officers of this Company. Only the **Primary Manager** shall be compensated for the development and management of the retail building project as follows:

- Primary Manager shall receive 10% of the construction and engineering cost of the retail building as the sole compensation for his efforts. 5% shall be released with the payment of every invoice to any consultant or construction contractor. The remaining 5% shall be retained till the Primary Manager acquire the Certificate of Occupancy for the retail building.
- The Primary Manager shall receive 5% of the entire project's net profit as a bonus if upon the sale of the entire project the calculated internal annual rate of return of the project (XIRR) is more than 25%. Below is an example for calculating project's XIRR:

	4/1/2019	7/1/2019	10/1/2019	4/1/2020	10/1/2020	4/1/2021	10/1/2021	Total
Engineering Cost	30000							30000
Geotech/Survey/Platting	15000							15000
Permit & Fees	10000							10000
Construction Cost		300000	300000					600000
Primary Manager 10% Fee	5500	30000	30000					65500
Taxes & Misc.	1750	1750	1750	3725	5000	5000	5000	23975
Total Development & Construction Cost	60500	330000	330000					720500
Land Cost	450000							450000
Total Project Cost	510500	330000	330000	3725	5000	5000	5000	1189225
Lease Revenue				84000	84000	84000	42000	294000
Sale Revenue							2083200	2083200
Cash Flow	-510500	-330000	-330000	80275	79000	79000	2120200	1187975
XIRR	37.9%							

The Officers or Manager shall be reimbursed for approved expenses, disbursements and advances incurred or made by any of them in connection with the formation, organization, start-up and qualification of the Company to do business in accordance with the Development Budget. Expenses shall be submitted to the other Officers for review and approval.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The books of the Company for financial reporting purposes will be maintained on an accrual basis of accounting in accordance with generally accepted accounting principles, consistently applied. The Company's books for purposes of maintaining and determining Capital Accounts will be maintained in accordance with the provisions of this Agreement, Section 704 of the IRC and, to the extent not inconsistent therewith, the principles described above for financial reporting purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company.

7.5 *Checks, Drafts, Orders for Payment.* All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company will be signed by the Officers.

7.6 *Financial Reports.* The Company will prepare and distribute to the Members prepared unaudited quarterly financial reports. The financial reports shall consist of an unaudited balance sheet as of the end of each such period, and an unaudited profit and loss statement as of the end of each such period.

7.9 *Audits.* The Officer may, from time to time, perform reasonable audits of the business and affairs of the Company, and the Company shall cooperate with each such audit. Each Member, hereunder, may engage a third-party resource to assist in such audits.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is

reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

8.3.1 The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

8.3.2 The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first

instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.2 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.3 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

- (1) \$1,000.00 in cash, bank cashier's check, or certified funds;
- (2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.4 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If

either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.5 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 ***Dissolution***. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 ***Winding Up***. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

MEMBERS RIGHTS AND OBLIGATIONS

10.1 ***Limited Liability.*** No Member will be personally liable for any debts, liabilities, or obligations of the Company; provided that each Member will be responsible for the amount of any distributions made to such Member that must be returned to the Company pursuant to the Code.

10.2 ***Participation in Management.*** Except as set forth herein, no Member, as such, except the officers will take any part in the management and control of the business of the Company nor will any Member, by reason of its status as such, have any right to transact any business for the Company or any authority or power to sign for or bind the Company.

10.3 ***Confidentiality.*** Each Member shall (a) protect the financial, commercial and proprietary information of the Company and Members (“Confidential Information”) by using the same degree of care as the Member uses to protect its own confidential information of a like nature; and (b) not use any Confidential Information other than in connection with the rights and obligations hereunder.

10.4 ***Expulsion.*** A Member may be expelled from the Company by eighty-five percent (85%) of the Membership Interests (not including the Member to be expelled) if that Member (a) has willfully violated any provision of this Agreement; or (b) engaged in wrongful conduct that adversely and materially affects the business or operation of the Company. Such a Member shall be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided for in Section 8.6 of this Article 8. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member.

SECTION 11

GENERAL PROVISIONS

11.1 **Amendments.** Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of 80% the Membership Interests.

11.2 **Governing Law.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Texas (without regard to principles of conflicts of law).

11.3 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

11.4 **Further Effect.** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

11.5 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.6 **Captions.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.7 **Notices.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or emailed.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

Listing of Members And Capital Contribution - Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR (BELL & MASON PARTNERS, LLC)
LISTING OF MEMBERS

TABLE 1—REQUIRED CAPITAL CONTRIBUTIONS

Member Name	Total Initial Capital Contribution	LLC Unit %
REAL ESTATE SOLID SOLUTIONS, LLC	\$ 450,000.00	50.00 %
MASONBELL, LLC	\$450,000.00	50.00 %

MASONBELL, LLC will start with contributing the land of the project at \$10 psf. Once the required land size is determined the land contribution value by MASONBELL, LLC shall be finalized. Both Members shall then continue to make their contribution to the project keeping the 50/50 membership interest.

Authorized by Member(s) as of the (13th) day of (September, 2018).

OWNER OF MASONBELL, LLC

Mahmoud Khalifa

Manager of FLOURISH REAL ESTATE,
LLC

Printed/Typed Name and Title

Signature

DocuSigned by:

Mahmoud Khalifa

59D03574F0E5429...

Mahmoud Khader

Manager of ISOTOPE REAL ESTATE,
LLC

Printed/Typed Name and Title

Signature

DocuSigned by:

Mahmoud Khader

5E0C77FDEFB8431...

Abdelrhani Abdouh

Manager of GLOBAL LINK PROPERTIES,
LLC

Printed/Typed Name and Title

Signature

DocuSigned by:

Abdelrhani Abdouh

F667C72F001C426...

OWNER OF REAL ESTATE SOLID SOLUTIONS, LLC

Wael Ellithy

Manager 1 of REAL ESTATE SOLID
SOLUTIONS, LLC

Printed/Typed Name and Title

Signature

DocuSigned by:
Wael S Ellithy
DC00A4ECD3DF4FC...

Mahmoud Khader,

Manager 2 of REAL ESTATE SOLID
SOLUTIONS, LLC

Printed/Typed Name and Title

Signature

DocuSigned by:
Mahmoud Khader
5E0C77FDEFD8431...