

Bob R.

Appendix B.2

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
FOR
COSTA RICA INVESTMENTS, LLC
a Delaware limited liability company

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FOR
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A DELAWARE LIMITED LIABILITY COMPANY**

Bromtence Investments Limited, a Cyprus corporation, as Member, and David Haragan, as Manager, agree, effective as of May 11, 2005, as follows:

ARTICLE I
Background and Purpose

1.1. Certificate. On or about May 3, 2005, a Certificate of Formation for Costa Rica Investments, LLC ("Certificate"), a limited liability company formed under the laws of the State of Delaware ("Company"), was filed with the office of the Delaware Secretary of State.

1.2. Adoption of Agreement. Bob Spence, as trustee of the Bob F. Spence Revocable Trust dated December 18, 2002, Corinne Spence, as trustee of the Corinne S. Spence Revocable Trust dated December 18, 2002, Go Huskies, LLC and Investek, LLC (collectively, "Initial Members") initially contributed to the Company the property listed on Exhibit A. The Initial Members subsequently contributed their membership interests in the Company to Spence International Investments, LLC, a California limited liability company ("International"), so that International was the member of the Company. International has now contributed to the Member such membership interests. The Manager and the Member now desire to adopt and approve an amended and restated limited liability company agreement for the Company under the Delaware Limited Liability Company Act upon the terms and subject to the conditions of this Agreement.

ARTICLE II
Certain Definitions

The following terms shall have the meanings set forth below unless the context requires otherwise (certain additional definitions applicable only to a specific Section or Article may be defined in that Section or Article):

2.1. Act. "Act" means the Delaware Limited Liability Company Act, Delaware Code Annotated Title 6, Sections 18-101 through 18-1109, as amended from time to time and any corresponding provisions of succeeding law.

2.2. Affiliate. "Affiliate" means (i) any individual, partnership, corporation, trust or other entity or association, that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Member, or that holds a substantial beneficial interest in a Member, or (ii) any relative or spouse of any person who holds a substantial beneficial interest in a Member. The term "control," as used above, means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or

limited liability company and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

2.3. Agreement. "Agreement" means this amended and restated limited liability company agreement of the Company as originally executed and as amended from time to time.

2.4. Assignee. "Assignee" means a person who has acquired a beneficial interest in the Company who is not a substitute Member in accordance with the requirements of this Agreement.

2.5. Bankruptcy. "Bankruptcy" means: (a) the filing of an application by a Member for, or his, her or its consent to, the appointment of a trustee, receiver, or custodian of his, her or its other assets; (b) the entry of an order for relief with respect to a Member in proceedings under the United States Bankruptcy Code, as amended or superseded from time to time; (c) the making by a Member of a general assignment for the benefit of creditors; (d) the entry of an order, judgment, or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of a Member unless the proceedings and the person appointed are dismissed within ninety (90) days; or (e) the failure by a Member generally to pay his, her or its debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by the Bankruptcy Court, or the admission in writing of the Member's inability to pay his, her or its debts as they become due.

2.6. Business. "Business" has the meaning set forth in Section 3.5.

2.7. Capital Account. "Capital Account" means an account initially reflecting the Capital Contribution of a Member, which the Company establishes and maintains for such Member pursuant to Section 4.3.

2.8. Capital Contribution. "Capital Contribution" means the total value of cash and fair market value of property (including promissory notes or other obligation to contribute cash or property) contributed to the Company by a Member or the Member's predecessor in interest.

2.9. Certificate. "Certificate" means the Certificate of Formation for the Company, as originally filed with the Delaware Secretary of the State pursuant to Section 18-201 of the Act.

2.10. Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.

2.11. Company. "Company" means Costa Rica Investments, LLC, a Delaware limited liability company formed pursuant hereto upon the filing the Certificate and execution of this Agreement.

2.12. Distributable Cash. "Distributable Cash" means cash from any source including the net revenues from operations, net proceeds from any sales or other dispositions or refinancing of Company assets, and all principal and interest payments with respect to any note

or other obligation received by the Company in connection with sales and other dispositions of Company assets, less any portion used to pay into or establish Working Capital Reserves.

2.13. Distribution. "Distribution" means the transfer of money or property by the Company to the Manager or its Members without consideration.

2.14. Economic Interest. "Economic Interest" means a Member's share, or Economic Interest Owner's share, of the Company's Net Income, Net Loss, Capital Contributions and Distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in the management, or any right to information concerning the business and affairs of the Company.

2.15. Fiscal Year. "Fiscal Year" means the Company's fiscal year, which shall end on December 31.

2.16. Majority in Interest. "Majority in Interest" means one or more Percentage Interests of Members, which exceed fifty percent (50%) of the aggregate of all Percentage Interests of all Members, except to the extent (and solely to the extent) otherwise required by applicable law.

2.17. Manager. "Manager" has the meaning set forth in Section 3.6.

2.18. Member. "Member" means each Person who (i) is an initial signatory to this Agreement as a Member, has been admitted to the Company as a Member in accordance with the Certificate or this Agreement or was an Assignee who has become a Member in accordance with Section 5.1, (ii) has not resigned, withdrawn, been expelled, or if other than an individual, dissolved and (iii) has not had his, her or its Membership Interest terminated for any other reason.

2.19. Membership Interest. "Membership Interest" means a Member's entire right, title and interest in and to the Company including the Member's Economic Interest, the right to vote on or participate in the management, and the right to receive information concerning the business and affairs of the Company.

2.20. Percentage Interest. "Percentage Interest" means the percentage interest of a Member set forth opposite the name of such Member in Exhibit A attached hereto, as such percentage may be adjusted from time to time. Percentage Interests shall be subject to adjustment, as provided herein.

2.21. Person. "Person" means any individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

2.22. Net Income and Net Loss. "Net Income and Net Loss" means the income, gain, loss, deductions and credits of the Company in the aggregate or separately, as appropriate, determined in accordance with the methods of accounting, at the close of each Fiscal Year, reflected on the Company's information tax return filed for federal income tax purposes.

2.23. Unreturned Capital Contributions. "Unreturned Capital Contributions" means the aggregate Capital Contributions of a Member as they exist from time to time, less the aggregate amount of Distributions to date to the Member.

2.24. Working Capital Reserve. "Working Capital Reserve" means any cash reserve for normal expenses and contingencies maintained by the Manager pursuant to Section 7.3.

ARTICLE III Organization of the Company

3.1. Formation. The Members hereby establish a limited liability company under the Act by the filing the Certificate and by entering into this Agreement, on the terms and conditions set forth herein. This Agreement controls all rights and obligations of the Members and Manager to the fullest extent permitted by law. This Agreement shall not be effective and the Company shall not exist until the later of the effective date set forth above and, if different, the date that the Certificate has been properly filed with the office of the Delaware Secretary of State.

3.2. Name. The name of the Company shall be "Costa Rica Investments, LLC." The Company may conduct business under that name or any other name determined by the Manager with prior notice to the Members.

3.3. Term. The term of the Company will commence on the date of the filing of the Certificate and shall terminate as provided under Article XII.

3.4. Registered Office and Agent. The Company shall continuously maintain a registered agent in the State of Delaware as required by Section 18-104(a)(2) of the Act. The initial registered office of the Company shall be Costa Rica Investments, LLC, care of The Delaware Corporation Agency, Inc., 222 Delaware Avenue, 9th Floor, Wilmington, Delaware 19801. The initial registered agent shall be The Delaware Corporation Agency, Inc., 222 Delaware Avenue, 9th Floor, Wilmington, Delaware 19801. The Manager may change the registered office and/or the registered agent at any time and from time to time, as permitted under the Act, upon prior notice to the Members.

3.5. Purpose of the Company. The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act (the "Business").

3.6. Manager. David Haragan shall be the initial Manager of the Company ("Manager"). Any additional or successor Manager(s) shall be elected pursuant to Section 6.3.

3.7. Foreign Qualification. The Company has applied for or will promptly hereafter apply for authority to transact business in those jurisdictions where it is required to do so. The Company will file such other certificates and instruments as may be necessary or desirable in connection with its formation, existence or operation.

3.8. Disregarded Entity. The Manager and the Member, by signing below, elect that the Company shall be treated as a “disregarded entity” for U.S. federal income tax purposes.

ARTICLE IV

Capital Contributions; Percentage Interest and Units

4.1. Initial Capital Contributions. Contemporaneously with the execution of this Agreement, each Member shall contribute assets listed after each Member's name on Exhibit A attached hereto, which Exhibit A shall also describe cash contributions and shall be revised to reflect any additional Capital Contributions in accordance with Section 4.4.

4.2. Percentage Interests. In exchange for the Capital Contributions set forth in Section 4.1, the Members shall be deemed to have contributed capital and shall receive the Percentage Interests set forth in Exhibit A.

4.3. Capital Accounts. The Company shall establish an individual Capital Account for each Member. The Company shall determine and maintain each Capital Account in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). Each Member's Capital Account shall initially be credited with the Capital Contribution made by such Member pursuant to Section 4.1. If a Member transfers the Member's Membership Interest in accordance with this Agreement, such Member's Capital Account shall carry over to the new owner of such Membership Interest pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(1).

4.4. Additional Capital Contributions. Except as required under Section 7.4, (i) no Member shall be required to make additional Capital Contributions, and (ii) no Member shall be permitted to make an additional Capital Contribution without approval of the Manager. Each Member shall receive a credit to his, her or its Capital Account for any additional Capital Contributions.

4.5. No Third Party Benefit. The provisions of Section 4 are only intended to be for the benefit of the Members in their capacity as such. They are not intended to be for the benefit of any creditor or any Person to whom any debts, liabilities, or obligations are owed by, or who otherwise may have a claim against, the Company or any Member.

4.6. Loans. In the event additional capital is necessary to comply with the Company's obligations pursuant to the Operating Agreement, to meet operating expenses and capital expenditures or as otherwise reasonably determined by the Manager, the Manager, from time to time, may obtain loans to the Company from third parties or Members for all or a portion of such cash needs. Such loans may be unsecured or secured by all or a portion of the Company's assets. Any loan from a Member shall be subject to the requirements of Section 5.5.

4.7. Recourse to Assets. The Members shall have recourse solely to the assets of the Company for the return of their capital contributions or returns thereon. If the assets remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return the Members' Capital Contributions or returns thereon, the Members shall have no recourse against the Manager or other Members.

4.8. No Withdrawal of Capital; No Interest. Except as provided in this Agreement, no Member may withdraw the Member's Capital Contribution. The Company shall not pay any interest on Capital Contributions.

ARTICLE V Members

5.1. Members. Each Member shall share in all rights of Members hereunder in proportion to their Percentage Interests held. The initial Members of the Company are as set forth on Exhibit A effective upon the execution by such person of a signature page to this Agreement and fulfillment of the applicable Capital Contribution obligations as required hereunder.

5.2. Admission of Additional Members. Additional Members may be admitted to the Company, only with the consent of the Manager and a Majority in Interest of Members, as set forth below. Any additional Members shall obtain Membership Interests and will participate in the management, Net Income, Net Losses, and Distributions of the Company on such terms as are set forth herein. Upon admission of a new Member, this Agreement shall be amended to set forth the name, Capital Contribution and Percentage Interest of the new Member and the new Member shall enter into this Agreement as amended, subject to the following:

(a) Each additional Member shall make a Capital Contribution in such amount and on such terms as the Manager, with the approval of a Majority in Interest of the Members, determines to be appropriate based upon the needs of the Company, the net value of the Company's assets, the Company's financial condition and the benefits anticipated to be realized by the additional Member;

(b) No Member shall be admitted if the effect of admission would be termination of the Company under Code Section 708(b);

(c) Each additional Member shall execute all documents that are, in the opinion of the Manager, necessary as advisable to comply with all applicable state and federal securities and other laws; and

(d) Each additional Member shall agree to be bound by the terms of this Agreement.

5.3. Withdrawals or Resignations. Any Member may withdraw or resign from the Company upon written notice to the Manager of the withdrawing Member's desire to withdraw. Upon such notice, the withdrawing Member's Membership Interest shall immediately terminate

and the Member shall retain solely an Economic Interest and all other rights as a Member other than as an Economic Interest holder, including but not limited to, Member's voting rights, immediately shall terminate. Such withdrawal shall not entitle the withdrawing Member to the return of any of the withdrawing Member's Capital Contribution.

5.4. Payments to Members. Except as approved in writing by the Manager or specifically authorized herein, no Member or Affiliate of a Member is entitled to remuneration for services rendered or goods provided to the Company. However, the Company shall reimburse the Members and their Affiliates for the actual cost of goods and materials used by the Company and for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company and prepare the Certificate and this Agreement.

5.5. Loans and Other Transactions With The Company. With the express prior approval of the Manager, a Member may loan money to the Company. Interest shall be payable on any such loans at the prime rate as quoted by Wells Fargo Bank, N.A. plus 1.75%, but not to exceed the maximum usury rate permitted for loans as to which no exemption from usury applies. All such loans shall be repaid from amounts otherwise constituting Distributions under Section 7.1, as a priority payment, and shall comprise a deduction from Distributable Cash. No such loan shall constitute a Capital Contribution or increase the Percentage Interest of the lending Member unless otherwise agreed by the Manager.

5.6. Meetings of Members. Except as required by applicable law, no annual or regular meetings of the Members are required. However, if meetings are held, then such meetings shall be held in accordance with this Section 5.6 and applicable law.

5.6.1 Place of Meetings. Meetings of Members shall be held at any place stated in any proper notice of meeting.

5.6.2 Power to Call Meetings. Meetings of the Members may be called by the Manager or by Members holding a Majority in Interest, for the purpose of addressing any matters on which the Members may vote.

5.6.3 Notice of Meetings.

(a) Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to all of the Members. The notice shall state the place, date and hour of meeting and the general nature of the business to be transacted. No business that is unrelated to the noticed business may be transacted at such meeting.

(b) Notice of a Members' meeting shall be given either personally or by mail or other means of written communication other than electronic mail (e-mail), addressed to each Member at the address of such Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice. The notice or report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication other than electronic mail.

(c) Upon written request to the Manager by any Person(s) entitled to call a meeting of the Members, the Manager shall immediately cause notice to be given to each Members that a meeting will be held at a time requested by the Person(s) calling the meeting, not less than ten (10) days nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after the receipt of the request, the Person(s) entitled to call the meeting may give the notice.

(d) When a Members' meeting is adjourned to another time or place, except as provided in the last sentence of this paragraph, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business that may have been transacted at the original meeting. If the adjournment is for more than forty-five (45) 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 the meeting.

5.6.4 Action Without a Meeting. Any action that may be taken at any meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken is executed and delivered to the Company by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote thereon were present and voting.

Any Member giving a written consent, or the Member's proxy holder, may revoke the consent by a writing received by the Company prior to the time that the written consents of Members having the minimum number of votes that would be required to authorize the proposed action have been filed with the Company, but may not do so thereafter. Such revocation is effective upon its receipt at the office of the Company.

5.6.5 Proxies. The use of proxies in connection with this Section 5.6 shall be governed in the same manner as in the case of corporations formed under the Delaware General Corporation Law.

5.7. Competing Activities. The Members and their Affiliates may engage or invest in, independently or with others, any business activity including those that are the same as or similar to the Business and that might be in direct or indirect competition with the Company. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, if the opportunity is of the character that, if presented to the Company, could be taken by the Company.

5.8. Members Are Not Agents. Pursuant to Section 6.1 and the Articles, the management of the Company is vested in the Manager. The Members shall have no power to participate in the management of the Company, except as expressly authorized by this Agreement, or except as expressly required by the Act. No Member, acting solely in the capacity of a Member, is an agent of the Company nor can any Member in such capacity bind or

act on behalf of the Company to execute any instrument on behalf of the Company, to pledge its credit or to render it liable for any purpose.

5.9. No Liabilities or Fiduciary Duties. Except as expressly provided herein or required by applicable law that may not be waived by the parties hereto, no Member or Manager shall have any fiduciary duty to any Manager or Member. No Member or Manager is personally liable for any debt, obligation or liability of the Company, whether in tort, contract or otherwise.

ARTICLE VI Management and Control of the Company

6.1. Management by Manager. Subject to the provisions of the Certificate and this Agreement relating to actions required to be approved by the Members, the Business, property and affairs of the Company shall be managed and all powers of the Company shall be exercised by the Manager and/or officers appointed by the Manager. At any time that the Company has more than one (1) Manager, except to the extent that this Agreement expressly requires the approval, consent or determination of all Managers or of Managers holding a specified number of Percentage Interests, every act or decision done or made by a majority of the Managers is the act of the Managers. No Manager shall provide management activities or services in the United States.

6.2. Meetings Not Required. Nothing in this Section 6 or in this Agreement is intended to require that meetings of Managers be held, it being the intent of the Members that meetings of Managers are not required.

6.3. Election, Number, Removal and Withdrawal of Manager.

6.3.1 Election and Number. The Company shall initially have one (1) Manager. Any change in the number of Managers or election of a substitute or new Manager shall be determined by the affirmative vote or written consent of Members holding at least two-thirds (2/3) of the aggregate of all Percentage Interests of the Members.

6.3.2 Removal. The Manager may be removed at any time, but only with the approval of Members holding two-thirds (2/3) of the aggregate of all Percentage Interests of the Members (including any Member's Percentage Interest held by the Manager). If the Manager is also a Member, such removal shall not affect the Manager's rights as a Member or constitute a withdrawal of a Member. Following the removal of a Manager, a new Manager shall be elected by the affirmative vote or written consent of Members holding at least two-thirds (2/3) of the aggregate of all Percentage Interests of Members (including any Member's Percentage Interest held by the removed Manager).

6.3.3 Withdrawal. A Manager may withdraw upon thirty (30) days notice to the Members. If the Manager is also a Member, such withdrawal shall not affect the Manager's rights as a Member or constitute a withdrawal of a Member. Following the withdrawal of a Manager, a new Manager shall be elected by the affirmative vote or written consent of Members

holding at least two-thirds (2/3) of the aggregate of all Percentage Interests of the Members (including any Member's Percentage Interest held by the withdrawing Manager).

6.4. Powers of the Manager.

6.4.1 Powers and Authority. Subject to Section 6.4.2 and any other express limitations contained in this Agreement or the Certificate, the Manager (and/or any officers appointed by a Manager) shall have full and complete authority, power and discretion to manage and control the Business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Business, property and related affairs, including without limitation the power to:

(a) Acquire, purchase, renovate, improve, alter, rebuild, demolish, replace, and own real property and any other property or assets that the Manager or any duly authorized officer determines is necessary or appropriate or in the interest of the Business, and to acquire options for the purchase of any such property;

(b) Sell, exchange, lease, or otherwise dispose of the property and assets owned by the Company, or any part thereof, or any interest therein;

(c) Borrow money from any party including the Manager and the Manager's Affiliates, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, or extend the time for the payment of any indebtedness or obligation of the Company, and secure such indebtedness by mortgage, deed of trust, pledge, security interest, or other lien on Company assets;

(d) Guarantee the payment of money or the performance of any contract or obligation of any Person;

(e) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company; submit any or all such claims or liabilities to arbitration;

(f) Retain legal counsel, auditors, and other professionals in connection with the Business and to pay therefor such remuneration as the Manager, may determine;

(g) Endorse checks, drafts and other evidences of indebtedness made payable to the order of the Company, and make checks, drafts and other evidences of indebtedness obligating the Company to pay money in any amount; and

(h) Act as an agent for the Company in all matters, including without limitation any transactions or other dealings with or in connection with the Manager or the Manager's Affiliates.

6.4.2 Limitations on Power of Managers. The Manager and any officers duly appointed by the Manager shall not have authority to cause the Company to engage in the following transactions without first obtaining the affirmative vote or written consent of a Majority in Interest (or such greater Percentage Interests set forth below):

(a) Continuing the Business following an event specified in Section 11.1;

(b) The sale, exchange or other disposition of all, or substantially all, of the Company's assets, except in the ordinary course of business or in the orderly liquidation and winding up of the business of the Company upon its duly authorized dissolution;

(c) The release, assignment or transfer of Company assets without adequate consideration or possession or use of any Company assets or funds in any manner except to exclusively benefit the Company;

(d) The merger of the Company with another entity, provided that the consent of all Members assuming unlimited liability for the business of the Company as a result of the merger shall also be required;

(e) The establishment of different classes of Members;

(f) An alteration of the primary purpose of the Company as set forth in Section 3.5;

(g) Any act which would make it impossible to carry on the ordinary business of the Company;

(h) Any other transaction creating an obligation or expenditure by or of the Company in excess of One Million Dollars (\$1,000,000); or

(j) Any other transaction described in this Agreement as requiring the vote, consent, or approval of the Members.

6.5. Liability of Manager; Performance of Duties. No Manager or officer shall be liable, responsible or accountable to the Company or to any Member for any mistake of fact or judgment, or doing of failing to do any act, or any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of reckless or intentional misconduct committed fraudulently or in bad faith or a knowing violation of law by the Manager. In performing their respective duties, the Manager and any officers may rely on information obtained from agents or consultants retained by the Company if the Manager or officer reasonably and in good faith believes such persons to be reliable and competent as to such matter. Each of the Members acknowledges and agrees that except as provided above or elsewhere in this Agreement, the Manager and any officers shall have no fiduciary duties to the Company or the Members.

6.6. Devotion of Time. No Manager or officer is obligated to devote all of his, her or its time or business efforts to the affairs of the Company. The Manager and each officer shall devote whatever time, effort, and skill as the Manager deems appropriate for the operation of the Company.

6.7. Competing Activities. The Manager may engage in business activities that are the same as or similar to the Company's business and that compete with the Company.

6.8. Transactions Between the Company and the Managers. Notwithstanding that it may constitute a conflict of interest, a Manager may, and may cause his, her or its Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as such transaction is not expressly prohibited by this Agreement and so long as the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

6.9. Payments to Managers. Except as specified in this Agreement or as provided pursuant to this Section 6.9, no Manager or Affiliate of a Manager is entitled to remuneration for services rendered or goods provided to the Company as Manager. The Manager shall receive only the following payments:

(a) Services Performed by Manager or Affiliates. The Company shall pay the Manager or Affiliates of a Manager for services rendered other than as a Manager, or goods provided to the Company to the extent that the Manager is not required to render such services or provide such goods themselves without charge to the Company, and to the extent that the fees paid to such Manager or Affiliates do not exceed the fees that would be payable to an independent responsible third party that is willing and capable to perform such services at the level of quality provided by the Manager or provide such goods.

(b) Expenses. The Company shall reimburse the Manager and the Manager's Affiliates for the actual cost of goods and materials used for or by the Company. The Company shall also pay or reimburse the Manager or the Manager's Affiliates for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company and prepare and file the Certificate and this Agreement.

(c) Management Fee. A Majority in Interest may approve a reasonable fee that the Company may pay the Manager for the management services required pursuant hereto. Initially, the Manager shall receive no such fee.

6.10. Acts of Manager or Officer as Conclusive Evidence of Authority. Any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the Company and any other Person, when signed by a Manager or duly authorized officer is not invalidated as to the Company by any lack of authority of the signing Manager or

officer in the absence of actual knowledge on the part of the other Person that the signing Manager or officer had no authority to execute the same.

6.11. Limited Liability. Neither the Manager nor any officers, directors, employees or agents of the Manager, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company or an officer, director, employee or agent of a Manager of the Company.

6.12. Membership Interests of and Voting by Manager. Except as otherwise provided in this Agreement, Membership Interests held by the Manager as a Member shall entitle the Manager to all the rights of a Member, including without limitation the voting rights of a Member and the rights of an Economic Interest Owner.

6.13. Officers of the Company. The Manager may, from time to time, appoint one or more individuals to be officers of the Company. Any officers so appointed shall have such authority and perform such duties as the Manager may, from time to time delegate to them. Unless the Manager decides otherwise, if the title of an officer is one commonly used for an officer of a business corporation formed under the Delaware General Corporation Law, the use of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office. Any officer may be removed as such, either with or without cause, by the Manager. Officers and other employees of the Company shall be entitled to such compensation that may be approved by the Manager. No officer, agent or employee shall have the authority to pay, bind or commit the Company with respect to any expenditure in excess of One Million Dollars (\$1,000,000). By signing below, the Manager appoints Rafael E. Canas as the initial President and Bob Reddy as the initial CFO of the Company.

ARTICLE VII Distributions of Distributable Cash

7.1. Distribution of Distributable Cash. Except as otherwise provided in Section 11.3 with respect to Distributions upon dissolution and liquidation, Distributable Cash shall be distributed when and as determined by the Manager, as follows:

- (a) First to the repayment of all loans to the Company by any of the Members under Section 4.6;
- (b) Next, to the Members in proportion with, and to the extent of, the Members' Unreturned Capital Contributions; and
- (c) The balance to the Members in accordance with their Percentage Interests.

7.2. No Restoration of Deficit Capital Account Balance. No Member shall be obligated to contribute to the Company to restore a deficit in that Member's Capital Account balance. No Member shall be obligated to contribute to the Company to allow a return of capital to any other Member.

7.3. Maintenance of Working Capital Reserve. The Manager may set aside out of operating revenues and cash from capital transactions, a Working Capital Reserve for repayment of any Company indebtedness, for operating expenses and for the replacement or preservation of any Company asset. Any portion of such Working Capital Reserve that the Manager, in the Manager's sole discretion, deems unnecessary for the prudent conduct of Company business may be distributed to the Members in accordance with this Section 7.

7.4. Limitations on Distributions. No cash or property shall be distributed to a Member to the extent that the Distribution is prohibited by Section 18-607 of the Act. Any Member who receives a distribution from the Company, all or a portion of which is determined to have been prohibited by Section 18-607 of the Act, shall, within thirty (30) days following notice, return such prohibited portion of the distribution to the Company.

ARTICLE VIII

Allocations of Net Income and Net Loss

8.1. Net Income. All Net Income shall be allocated to the Members in accordance with each Member's Percentage Interest.

8.2. Net Loss. All Net Loss shall be allocated to the Members in accordance with each Member's Percentage Interest.

ARTICLE IX

Transfer and Assignment of Interests

9.1. Transfer and Assignment of Interests. The Member shall be entitled to transfer, assign, convey, sell, encumber or alienate all or any portion of the Member's Membership Interest, as provided herein.

ARTICLE X

Accounting, Records, Reporting by Members

10.1. Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain at its principal office, at 1165 Investment Blvd., El Dorado Hills, California, all of the information required by Section 18-305 of the Act.

10.2. Inspection by Members.

(a) Except as provided in Section 10.2(b), any Company records are subject to inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours by such Member or Member's agent. The right to copy includes, if reasonable, the right to receive copies made by photographic, xerographic or other means. The Company may impose a reasonable charge, not to exceed the estimated cost of labor and material for production or reproduction, for copies of any documentation provided to a Member.

(b) The Manager shall have the right to keep confidential from the Members, for such period as the Manager deems reasonable, any information which the Manager reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Manager in good faith believes is not in the best interest of the Company, of its business, or which the Company is required by law or by agreement with a third party to keep confidential.

10.3. Reports. The Company shall cause to be prepared at least annually information necessary for the preparation of the Members' federal and state income tax returns. The Company shall send or cause to be sent to each Member within the time period required by law such information as is necessary to complete federal and state income tax or information returns.

10.4. Bank Accounts. The Company shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other person. The Manager, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. All checks, drafts, and other instruments obligating the Company to pay money shall be signed in accordance with the requirements of this Agreement.

10.5. Tax Matters Member. The Members shall from time to time cause the Company to make such tax elections as they deem to be in the best interests of the Company and the Members. The Manager shall be the "Tax Matters Partner," as defined in Code Section 6231.

ARTICLE XI
Dissolution and Winding Up

11.1. Conditions of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

- (a) The happening of any event of dissolution specified in the Certificate;
- (b) The sale or other disposition of all or substantially all of the assets of Company and the distribution of the proceeds of the sale or other disposition to the Members; or
- (c) The election of the Manager and a Majority in Interest of the Members to dissolve.

11.2. Winding Up. Upon the dissolution of the Company under the Act or this Agreement, the Company's assets shall be disposed of and its affairs wound up and the conduct of the Company's business shall be limited to those matters consistent with the disposition of assets and winding up of affairs.

11.3. Order of Payment of Liabilities, Distribution of Assets, Upon Dissolution. After determining that all known debts and liabilities of the Company in the process of winding-up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be liquidated and the proceeds distributed, after taking into account Net Income and Loss allocations for the Company's taxable year during which the liquidation occurs, to the Members in accordance with their positive Capital Account balances. Such liquidating distributions shall be made by the earlier of (i) the end of the Company's taxable year in which the Company is liquidated, or (ii) ninety (90) days after the date of such liquidation.

ARTICLE XII Indemnification of Agents

12.1. Indemnification of Manager. The Company, its receiver, or its trustee shall indemnify and hold harmless the Manager and the Manager's Affiliates, and each of them, and each of their employees, agents, representatives and successors, to the fullest extent permitted by law, from and against any loss, expense, damage, claim, liability, expense or injury suffered or sustained by them because of any act or omission arising out of their activities on behalf of the Company or in furtherance of the interests of the Company or their status as a Manager, officer, Member or agent of the Company, including without limitation any judgment, award, settlement, attorneys' fees, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim, regardless of whether the indemnified party ceases to act in the capacity at the time the liability or expense is paid or incurred and regardless of the identity of the party bringing the claim or action. Reasonable expenses incurred by an indemnified party in connection with the foregoing matters, to the fullest extent permitted by law, shall be paid or reimbursed by the Company in advance of the final disposition of such proceedings. A person shall not be denied indemnification hereunder because such person had an interest in the action to which the indemnification applies, if the person is otherwise entitled to indemnity hereunder.

12.2. Limitation on Indemnification. Notwithstanding subsection 12.1 above, no person shall be entitled to or shall receive indemnification in respect to any matters that proximately result from the person's fraud, bad faith, gross negligence or willful misconduct or the person's material breach of this Agreement, unless, and only to the extent that, a court or arbitrator of competent jurisdiction determines upon application that, despite the misconduct of such person, under the circumstances, the person is fairly and reasonably entitled to indemnity for those expenses that the court shall deem proper.

12.3. Indemnification on Successful Defense. To the extent that the person entitled to indemnification is successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 12.1, or in the defense of any claim, issue or matter therein, the Company shall indemnify the person against the expenses, including attorney's fees, actually and reasonably incurred in connection therewith.

ARTICLE XIII
Miscellaneous

13.1. Attorney-in-Fact. Each Member grants to the Manager a special power of attorney irrevocably making, constituting and appointing the Manager as the Member's attorney-in-fact, with power and authority to act in that Member's name and on that Member's behalf, to execute, acknowledge and swear to in the execution, acknowledgment and filing of documents, which shall include this Agreement; any other instrument or document required to be filed or which the Manager elects to file; and any instrument or document that may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution or termination of the Company, or to reflect any authorized amendments to this Agreement.

13.2. Scope. The special power of attorney being granted by each Member is limited to the matters set forth in this Section, is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incapacity of the granting Member.

13.3. Signatures. The Manager may exercise the special power of attorney on behalf of each Member by a facsimile signature of the Manager, or by signature of the Manager acting as an attorney-in-fact for all Members.

13.4. Entire Agreement. This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

13.5. Interpretation. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or his, her or its counsel.

13.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

13.7. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties, (ii) on the third business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telegram, telex, telecopy or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

13.8. Amendment. The provisions of this Agreement may be modified, in whole or in part, at any time by consent of a Majority in Interest; provided, however that the unanimous consent of all Members shall be required for any amendment that would: (i) impose a new material obligation on a Member, (ii) reduce the Capital Account of a Member, (iii) reduce a Member's rights to allocations or distributions under this Agreement, or (iv) amend this Section 13.8. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect with regard to the matters specified in items (i), (ii), (iii), or (iv) above, unless in writing and signed by the parties against whom enforcement of the modification is sought.

13.9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

13.10. Attorneys' Fees; Prejudgment Interest. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any Person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

13.11. Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall whenever possible be cumulative with all other remedies at law or in equity.

13.12. Succession. Subject to the provisions otherwise contained in this Agreement limiting assignment, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

13.13. Specific Performance. Each party's obligations under this Agreement are unique. The parties each acknowledge that, if any party should default in performance of the duties and obligations imposed by this Agreement, it would be extremely impracticable to measure the

resulting damages. Accordingly, the nondefaulting parties, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate.

13.14. Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

13.15. Time. Time is of the essence of this Agreement.

13.16. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

13.17. Further Assurances. The Members shall execute and deliver all such further documents and instruments, and take all further actions as may be necessary to consummate the transactions contemplated hereby.

13.18. Mediation; Choice of Forum; Governing Law.

13.18.1 Mediation. If a controversy, claim or dispute arises between the parties related to this Agreement or the rights of the parties hereunder ("Dispute"), each shall use their best efforts to resolve the Dispute by agreement through negotiation or mediation. To commence the Dispute resolution process, any party may serve written notice on the other party specifically identifying the Dispute and requesting that efforts at resolving the Dispute begin. Mediation shall be initiated upon written request by any party and a mediator shall be selected by the parties from qualified individuals in the Sacramento metropolitan area affiliated with Judicial Arbitration and Mediation Services, Inc., ("Mediator"). The parties shall submit to the mediator all written, documentary and other evidence and such oral testimony as is necessary for a proper mediation of the Dispute. At the mediation, the parties shall meet in good faith efforts to resolve the Dispute. If the parties fail to resolve the Dispute at the mediation, either party may initiate a legal proceeding.

13.18.2 Jurisdiction. The Superior Court of the State of California in and for the County of Sacramento, and the associated federal and appellate courts, shall have exclusive jurisdiction over any legal proceeding brought pursuant hereto. Each Member agrees that personal jurisdiction over such Member may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California.

13.18.3 Choice of Law. The laws of the State of Delaware, including, without limitation, the Act, shall govern the organization and internal affairs of the Company and the liability of the Members. Nevertheless, to the extent that reference need be made to the law of any state to enforce any legal proceeding brought pursuant hereto, or to apply or interpret the

procedural rules applicable to any legal proceeding brought pursuant hereto, the internal laws of the State of California (without reference to the rules regarding conflict or choice of laws of such State) shall be utilized for such purpose.

MANAGER:

David Haragan
(David Haragan)

Address: 1165 Investment Blvd., #2
El Dorado Hills, CA 95762

MEMBER:

Bromtence Investments Limited

By

Its:

Address: 1165 INVESTMENT BLVD.
EL DORADO HILLS, CA 95762

EXHIBIT A

Member	Percentage Interest	Contributions
Bromtence Investments Limited	100%	All of the interests of the Initial Members in Grande Beach Holdings, Ltda and Flamingo Park, Ltda.