OPERATING AGREEMENT

OF

JD SUNSET, LLC

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THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of November 28, 2011, by and among Jade Homes, Inc., a California corporation ("Jade") and JD Sunset, LLC, a Nevada limited liability company ("JD Sunset"). Jade is referred to herein as the "Initial Members" and "Initial Manager".

RECITALS

A. The Initial Members and the Initial Manager desire to form a limited liability company to be known as "JD SUNSET, LLC" (the "Company").

B. The Initial Members and the Initial Manager further desire to adopt and approve an operating agreement for the Company subject to the filing of Articles of Organization in the office of the Secretary of State for the State of Nevada ("Articles").

AGREEMENT

In consideration of the foregoing recitals, and the mutual covenants hereinafter set forth, the Initial Members hereby agree as follows:

ARTICLE I
FORMATION, NAME, PURPOSES, DEFINITIONS

1.1 FORMATION. Pursuant to Chapter 86 of the Nevada Revised Statutes (the " Nevada Limited Liability Companies Statutes"), as amended (the "Act"), the Members hereby agree to form a Nevada limited liability company under the laws of the State of Nevada effective upon the filing of Articles with the Secretary of State for the State of Nevada. The rights and liabilities of all Memberss shall be determined pursuant to the Act and this Agreement. If, however, there are any inconsistencies between this Agreement and the Act with respect to the rights or obligations of any of the Memberss, this Agreement shall, to the extent permitted by the Act, prevail and control. The Memberss shall execute and acknowledge any and all certificates and instruments and do all filing, recording, and other acts as may be appropriate to comply with the requirements of the Act relating to the formation, operation and maintenance of the Company in accordance with the terms of this Agreement.

1.2 TREATMENT AS PARTNERSHIP. The Members intend that the Company shall be operated in a manner consistent with its treatment as a partnership for federal and state income tax purposes. The Members also intend that the Company not be operated or treated as a partnership for purposes of Section 303 of the United States Bankruptcy Code. No Members shall take any action inconsistent with the express intent of the parties hereto.

1.3 NAME. The name of the Company shall be "JD SUNSET, LLC." The business of the Company may be conducted under such name or, upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable. The Manager shall file any fictitious business name certificates and similar filings, and any amendments thereto, that the Manager considers appropriate or advisable.

1.4 REGISTERED OFFICE. The Company's registered office shall be located at 1000 East William Street, Suite 204, Carson City, NV 89701. The Company's mailing address shall be 3185 Airway Avenue Ste. F2, Costa Mesa, CA 92626-4601 for the purpose of maintaining the records required to be maintained under the Act, as hereinafter defined, or at such other location as the Manager shall determine in its sole discretion.

1.5 AGENT FOR SERVICE OF PROCESS. The name and business address of the Company's initial agent for service of process is GKL Registered Agents/Filings, Inc., 1000 East William Street, Suite 204, Carson City, NV 89701. The Manager may remove and replace the Company's agent for service of process at any time.

1.6 TERM. The term of the Company shall commence upon the filing of its Articles and shall terminate under the provisions of Article IX hereof or in accordance with the Act.

1.7 PURPOSE AND POWERS. The Company may also engage in and do any act concerning any or all lawful businesses for which limited liability companies may be organized under Nevada law. The Company shall have all of the powers permitted by law.

1.8 DEFINITIONS. Appendix A hereof sets forth the definitions of certain terms relating to the maintenance of Capital Accounts and accounting rules. The following terms, which are used generally throughout this Agreement, shall have the following meanings:

"Affiliate" shall mean any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Members. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than 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.

"Bankruptcy" shall mean: (a) the filing of an application by a Members 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 Members in proceedings under the United States Bankruptcy Code, as amended or superseded from time to time; (c) the making by a Members 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 Members unless the proceedings and the Person appointed are dismissed within 90 days; or (e) the failure by a Members 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 United States Bankruptcy Court, or the admission in writing of his, her or its inability to pay his, her or its debts as they become due.

"Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Members whenever made, including promises to contribute cash or property. "Initial Capital Contribution" shall mean the initial contributions to the capital of the Company made pursuant to Section 2.1 of this Agreement. "Additional Capital Contributions" shall mean the contributions made pursuant to Section 2.2 of this Agreement.

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

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

"Majority-in-Interest" shall mean one or more Members owning in the aggregate more than 50% of the Membership Interests then held by all Members.

"Manager" shall mean Jade or any other Persons that become managers pursuant to this Agreement.

"Members" shall mean each Person who acquires an Interest in the Company and executes a counterpart of this Agreement as a Members and who has not resigned, withdrawn, been expelled or, if other than an individual, dissolved.

"Membership Interest" in the Company shall mean the economic interest of a Members as defined in the Act.

"Net Available Cash Flow" means, for any period, the Company's gross cash receipts derived from any source whatsoever (including, without limitation, from borrowings or the release of funds previously set aside as a reserve) less the portion thereof used to pay or establish reasonable reserves for all Company expenses (including insurance expenses, accounting fees, legal fees and other professional fees), debt payments, repairs, replacements, contingencies, and any other proper cash expenditure of the Company as reasonably determined by the Manager. "Net Available Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances.

"Percentage Interest" shall mean with respect to each Members the percentage determined by dividing the Membership Interest held by such Members by 100%.

"Permitted Transfer" shall have the meaning set forth in Section 8.2 hereof.

"Person" shall mean any individual and any legal entity.

"Prime Rate" shall mean the prime rate of interest as published from time to time in the Western edition of the Wall Street Journal, or if such publication should cease to exist or to announce a prime rate, then the prime rate published by an alternative publication designated by the Manager.

"Profits" shall, except as otherwise provided herein, have the meaning set forth in Section A.1 of Appendix A.

"Regulations" shall mean the Regulations issued by the Treasury Department under the Code.

"Substitute Members" shall mean a Person who acquires a Membership Interest from a Members and who satisfies all of the conditions of Section 8.5 hereof.

"Transfer" shall mean when used as a noun, any voluntary or involuntary sale, assignment, gift, transfer, or other disposition and when used as a verb, voluntarily or involuntarily to sell, assign, gift, transfer, or otherwise dispose of.

"Withdrawal Event" shall mean with respect to any Members one or more of the following: the death, insanity, withdrawal, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event which terminates the continued Membership of any Members.

1.9 CONFLICTS OF INTEREST. Any Members or any officer, director, employee, shareholder, partner or other Person holding a legal or beneficial interest in any entity which is a Members may engage in or possess an interest in other business ventures of every kind, independently or with others, some of which may be competitive with the Company, and neither the Company nor any of the Members shall have the right by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom.

ARTICLE II
CAPITAL CONTRIBUTIONS

2.1 INITIAL CAPITAL CONTRIBUTIONS. In exchange for the contributions of property and money set forth on Exhibit A, the Initial Members of the Company shall receive the Percentage Interest in the Company set forth on Exhibit A attached hereto.

2.2 ADDITIONAL CAPITAL. If the Company requires additional capital, the Manager shall use its best effort to obtain such additional capital by borrowing the same from a bank or other third-party lender on terms and conditions satisfactory to the Manager ("Third-Party Loans"). If Third-Party Loans cannot be obtained, the Manager may, in its sole and absolute discretion: (a) solicit and receive loans from the Members pursuant to Section 2.3, below and/or (b) solicit and receive additional Capital Contributions from third parties (upon such terms and conditions as may be reasonably acceptable to the Manager), wherein the respective Percentage Interests of the Members shall be reduced on a pro rata basis.

2.3 ADVANCES AND LOANS. A Members may, but shall not be obligated to, advance or loan money to the Company with the consent of the Manager. The amount of any such advance or loan shall not constitute a Capital Contribution by the lending Members or entitle such Members to any increase in the Members' share of the distributions of the Company. Any such advance or loan shall be an obligation of the Company to such Members, evidenced by a written agreement, subordinate to all obligations of the Company to third parties (unaffiliated creditors), and shall be repaid to the Members upon such fair market terms and conditions as shall be mutually agreed between the lending Members and the Manager.

2.4 CAPITAL CONTRIBUTIONS IN GENERAL. Except as otherwise expressly provided in this Agreement or as otherwise agreed to in writing by all of the Members (a) no part of the contributions of any Members to the capital of the Company may be withdrawn by such Members, (b) no Members shall be entitled to receive interest on such Members' contributions to the capital of the Company, (c) no Members shall have the right to demand or receive property other than cash in return for such Members' contribution to the Company, and (d) no Members shall be required or be entitled to contribute additional capital to the Company other than as permitted or required by this Article II or as set forth on Exhibit A.

ARTICLE III
MANAGEMENT OF THE COMPANY

3.1 MANAGEMENT. The business and affairs of the Company shall be managed exclusively by the Manager. Except as otherwise set forth in Section 3.15, below, the Manager shall direct, manage, and control the business of the Company to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things that the Manager shall deem to be reasonably required to accomplish the business and objectives of the Company in performing its duties under this Agreement. The Manager shall act in good faith and in a manner that the Manager reasonably believes to be in the best interests of the Company and its Members.

3.2 NUMBER AND TENURE. There shall be one Manager and the Manager shall be Jade until and unless replaced by a Majority-in-Interest of the Members.

3.3 MANAGEMENT POWERS AND RESPONSIBILITIES. Without limiting the generality of Section 3.1 hereof, the Manager shall have power and authority (in the Manager's reasonable discretion), to take any and/or all of the following actions on behalf of the Company:

(i) Subject to the provisions of Section 3.15, below, to enter into any and all other agreements on behalf of the Company with any other Person or entity for any purpose, in such forms as the Manager may approve;

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

(iii) To act as "tax matters partner" pursuant to Section 6231 of the Code; provided, however, that the Manager is a Members;

(iv) To make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy, or appoint a receiver for the Company;

(v) To update Exhibit A from time to time to reflect admissions and withdrawals of Members; and

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

3.4 AUTHORITY TO BIND THE COMPANY. Unless authorized in writing to do so by this Agreement or by the Manager, no Members, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

3.5 NO EXCLUSIVE DUTY. The Manager shall not be required to manage the Company as its sole and exclusive function and it may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Members shall have any right, by virtue of this Agreement, to share or participate in such

other activities of the Manager or of another Members or to the income or proceeds derived therefrom.

3.6 RECORDS. The Manager shall maintain the information required to be maintained by the Act.

3.7 TAX RETURNS, ANNUAL STATEMENT AND OTHER ELECTIONS. The Manager shall at the expense of the Company cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The Manager shall also file with the State of Nevada any annual statement required by the Act. Copies of such returns, statements or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in its sole discretion.

3.8 BANK ACCOUNTS. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall designate and remove from time to time, at its discretion, all signatories on such bank accounts.

3.9 EXCULPATION OF THE MANAGER. Any act or the failure to do any act by the Manager of any stockholder, officer, director or employee of the Manager, the effect of which results in loss or damage to the Company or any Members, shall not give rise to any liability to the Company or the Members if done in good faith to promote the best interest of the Company or if done pursuant to advice of independent legal counsel, accountants or other experts selected, engaged or retained by the Company with reasonable care. The preceding sentence shall not relieve any Person of liability for gross negligence, bad faith, dishonesty or misappropriation of Company assets.

3.10 INDEMNIFICATION OF AGENTS, INSURANCE. The Company shall fully indemnify the Manager, officers, employees, advisors and agents of the Company to the same and fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereinafter from time to time permit. The Manager shall be authorized, on behalf of the Company, to enter into indemnity agreements from time to time with any Person entitled to be indemnified by the Company hereunder upon such terms as the Manager, in its sole discretion, deems appropriate. The Company shall also have the power to purchase and maintain insurance on behalf of any Manager, officer, employee or agent of the Company, against any liability asserted against such Person and incurred by such Person in any such capacity or arising out of such Person's status as a Manager, officer, employee or agent, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section or applicable law.

3.11 RESIGNATION. The Manager may resign by giving advance written notice of 30 days to all of the Members. The resignation shall take effect upon the expiration of such 30-day period, unless a Majority-in-Interest waive the 30-day requirement, in which case the resignation shall take effect upon receipt, or unless a Majority-in-Interest appoint a new Manager, in which case the resignation shall take effect upon the appointment of the new Manager. Unless otherwise specified in the notice of resignation, the acceptance of such

resignation shall not be necessary to make it effective. Such resignation shall not affect such Manager's rights and liabilities as a Members.

3.12 VACANCIES. Any vacancy occurring for any reason in the office of Manager may be filled by a vote of a Majority-in-Interest of the Members.

3.13 COMPENSATION; REIMBURSEMENT OF EXPENSES.

(a) As compensation for Manager's services on behalf of the Company, Manager shall be entitled to receive a fee equal to four percent (4%) of all of the gross sales revenues received by the Company from time to time. Such fee shall be paid as the gross sales revenues are received by the Company.

(b) The Company shall reimburse Manager for any and all out of pocket expenses incurred by Manager in connection with the Company (including, without limitation, fees for bookkeeping and accounting services, fees for legal services, and travel expenses).

3.14 MEETINGS. Although it is the express intent of the Members that there shall not be any required (or regularly scheduled) meetings of the Members, meetings may be called by either Members for the purpose of discussing and/or voting on matters relating to the business and affairs of the Company. Any such meetings shall be held during normal business hours at the principal office of the Company in California (or at such other location as is approved by the Members) on such day and at such time as are reasonably convenient for the Members.

3.15 CONSENT OF MEMBERS. Notwithstanding any provision herein to the contrary, without the consent of a Majority-in-Interest of the Members, neither a Members nor the Manager shall have the authority to:

(i) Do any act in contravention of this Agreement or operate the Company for a purpose that is not described in Section 1.7 above;

(ii) Do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

(iii) Amend, alter, modify, change or repeal any provision of this Agreement or cause any provision of this Agreement to be amended, altered, changed or repealed.

3.16 OFFICERS. The Manager may appoint officers of the Company at any time. The officers shall serve at the pleasure of the Manager. Any individual may hold any number of offices. The officers may exercise such powers and perform such duties as are delegated to the officers from time to time by the Manager.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 LIMITATION OF LIABILITY. Each Members' liability for the debts and obligations of the Company shall be limited as set forth in the Act.

4.2 PRIORITY AND RETURN OF CAPITAL. No Members shall have priority over any other Members, either as to the return of Capital Contributions or as to Profits, Losses, or distributions; provided that this Section 4.2 shall not apply to loans (as distinguished from Capital Contributions) that a Members has made to the Company.

4.3 VOTING RIGHTS. Each Members shall have all the voting rights provided herein as well as the voting rights accorded to Members by the Act.

4.4 ACCESS TO COMPANY RECORDS. Each Members shall have full and complete access to all books, records, financial accounts, and documents relating to the Company.

4.5 LIMITATION ON BANKRUPTCY PROCEEDINGS. No Members, without the consent of all the Members, shall file or cause to be filed any action in bankruptcy involving the Company.

4.6 PROHIBITION ON CREATION OF SECURITY INTEREST. No Members shall grant a security interest in the Members' Membership Interest or otherwise encumber the Members' Membership Interest in any manner.

ARTICLE V
DISTRIBUTIONS PRIOR TO LIQUIDATION

5.1 DISTRIBUTIONS OF NET AVAILABLE CASH FLOW. Prior to the dissolution of the Company and the commencement of the liquidation of its assets and winding up of its affairs, the Manager shall determine and distribute at least annually the Company's Net Available Cash Flow in accordance with the following priorities:

(i) First, to the repayment of any accrued interest on outstanding loans made by Members, which is then due and payable, in proportion to the amount due and owing to such Members;

(ii) Second, to the repayment of the outstanding principal on loans made by Members in proportion to the amount due and owing to such Members; and

(iii) Third, to the payment of the management fees required to be paid to Manager under Section 3.15; and

(iv) Finally, the remaining Net Available Cash Flow shall be disbursed to the Members pro rata, based on each Members' Membership interest in the Company.

5.2 DISTRIBUTIONS IN LIQUIDATION. Following the dissolution of the Company and the commencement of winding up and the liquidation of its assets, all distributions to the Members shall be governed by Article IX hereof.

5.3 AMOUNTS WITHHELD. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members

from the Company shall be treated as amounts distributed to the relevant Members or Members pursuant to this Section.

ARTICLE VI
ALLOCATION OF PROFITS AND LOSSES

6.1 PROFITS AND LOSSES. After making any special allocations required under Section A.2 or A.3 in the Appendix to this Agreement, the Profits and Losses of the Company for each Fiscal Year may be allocated among the Members in proportion to their Percentage Interests.

6.2 TAX ALLOCATIONS.

(i) Except as otherwise provided in Section 6.2(b) hereof, for income tax purposes, all items of income, gain, loss, deduction and credit of the Company for any tax period may be allocated among the Members in accordance with the allocations of Profit and Loss prescribed in this Article VI and Appendix A to this Agreement.

(ii) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company may, solely for federal income tax purposes, be allocated among the Members in accordance with Regulations Section 1.704-3(b) as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Book Value. If the Book Value of any Company asset is adjusted pursuant to subsection (b) of the definition of "Book Value" in Section A.1 of Appendix A to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its Book Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations may be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.2 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses or other items or distributions pursuant to any provision of this Agreement.

(iii) The Members are aware of the income tax consequences of the allocations made by this Article VI and Appendix A to this Agreement and hereby agree to be bound by the provisions of this Article VI and Appendix A to this Agreement in reporting their distributive shares of the Company's taxable income and loss for income tax purposes.

ARTICLE VII
ADMISSIONS AND WITHDRAWALS

7.1 ADMISSION OF MEMBERS. No Person shall be admitted as a Member of the Company after the date of formation of the Company without the written consent or approval of a Majority-in-Interest of the Members at the time of such admission, regardless of whether such Person has acquired an Interest in the Company from another Members or from the Company as an original issuance. Upon admission, the Members shall execute a counterpart of this Agreement.

7.2 EXPULSION OF MEMBERS. Upon any breach by any Members of any of his, her or its obligations under the terms of this Agreement, which remains uncured for a period of 60 days after written notice thereof from the Manager, the Members may be expelled effective upon the delivery, prior to the cure of such breach, of written notice of expulsion signed by the Manager.

7.3 LIQUIDATION OF COMPANY FOLLOWING WITHDRAWAL EVENT. If, following a Withdrawal Event of a Members, no election is made by the remaining Members to continue the Company, the Company shall liquidate and distributions to the Members, including the Withdrawn Members (or the Withdrawn Members' successor or personal representative if applicable), shall be governed by Section 9.3.

7.4 RIGHTS OF WITHDRAWN MEMBERS FOLLOWING ELECTION TO CONTINUE COMPANY.

(i) If, following a Withdrawal Event of a Members, an election is made to continue the Company pursuant to Section 9.1(v) hereof, the withdrawn Members (or the withdrawn Members' successor or personal representative) shall cease to participate in management of the Company or to have any rights of a Members except only the right to receive distributions occurring at the times and equal in amounts to those distributions the withdrawn Members would otherwise have received if the Withdrawal Event had not occurred.

(ii) Notwithstanding the provisions of Section 7.4(i), if following a Withdrawal Event of a Members, an election is made to continue the Company pursuant to Section 9.1(v) hereof, the Withdrawn Members' entire interest in the Company interest may, upon the election of the Manager (determined for this purpose by excluding the Membership Interest of the withdrawn Members) not later than six months following the occurrence of the Withdrawal Event, be liquidated and redeemed by the Company (or alternatively purchased by one or more remaining Members or one or more of their assignees) in exchange for an amount equal to the "Liquidation Amount." For purposes of this Section 7.4(ii), the term "Liquidation Amount" shall mean 70% of the "Fair Market Value of the Withdrawn Members' Membership Interest" as of the date of the Withdrawal Event (as determined under Section 7.4(iv)).

(iii) Payment of the Liquidation Amount shall be made to the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) within 60 days following the election to purchase or redeem the withdrawn Members' Membership Interest as follows: twenty percent shall be payable in cash and the balance shall be paid by delivering a promissory note bearing interest at the Prime Rate with the principal amount being payable in four equal annual installments beginning one year from the date of cash payment and with the interest being payable at the time of payment of each principal installment. Payment of the promissory note shall be accelerated to provide for full payment of the unpaid installments upon the date the Company is liquidated. It is expressly provided herein that until the cash and the promissory note are delivered to the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable), the withdrawn Members shall be entitled to distributions from the Company in accordance with Section 7.4(i).

(iv) For purposes of Section 7.4(ii), the "Fair Market Value of a withdrawn Members' Membership Interest" shall be an amount equal to the value of the withdrawn Members' Membership Interest as mutually agreed to by the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) and all of the remaining Members. If the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) and the remaining Members cannot mutually agree on the value of the withdrawn Members' Membership Interest, the Fair Market Value of the withdrawn Members' Membership Interest shall be equal to the product of (i) the number of Membership Interest held by the withdrawn Members (or the Withdrawn Members' successor or personal representative if applicable) multiplied by (ii) the fair market value per Percentage Interest of the Company as determined by a Qualified Appraiser selected by the mutual agreement of the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) and the remaining Members; provided, however, that if the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) and the remaining Members cannot mutually agree on the selection of a Qualified Appraiser to determine the fair market value per Percentage Interest of the Company, the withdrawn Members (or the withdrawn Members' successor or personal representative if applicable) and the remaining Members (as a group) shall each designate a Qualified Appraiser and the two such Qualified Appraisers shall designate a third Qualified Appraiser who shall determine the fair market value per Percentage Interest of the Company. In determining the fair market value per Percentage Interest of the Company, the Qualified Appraiser shall be given access to, and may review, all books, records, and information available to the Company. Anything in this Section 7.4 to the contrary notwithstanding, any determination by a Qualified Appraiser of the fair market value per Percentage Interest of the Company made within a preceding six-month period pursuant to this

Section 7.4 shall be determinative of the fair market value per Percentage Interest of the Company for this purpose.

(v) Each Members does hereby as of the date hereof irrevocably constitute and appoint the remaining Members, any one of which may act, in the event such Members becomes a withdrawn Members, as the withdrawn Members' attorney-in-fact to execute and deliver any documents necessary or appropriate to effectuate this Section 7.4. The appointment by the withdrawn Members of the remaining Members as the withdrawn Members' attorney-in-fact is irrevocable, shall be deemed to be a power coupled with an interest, and shall survive the bankruptcy, incompetency, death or dissolution of any Person giving that power.

ARTICLE VIII
RESTRICTIONS ON TRANSFERABILITY

8.1 GENERAL. No Members shall be authorized to transfer all or a portion of such Members' Membership Interest unless the Transfer constitutes a Permitted Transfer.

8.2 PERMITTED TRANSFERS. Subject to the conditions and restrictions set forth in Section 8.3, a Transfer of a Members' Membership Interest shall constitute a Permitted Transfer provided that either:

(i) The Transfer is made by or to any Members, any Affiliate of Members and/or any successor-in-interest to any Members; or

(ii) The Transfer is made following compliance with the terms of the right-of-first-refusal set forth in Section 8.4.

It is expressly provided herein that the transferee of Membership Interest in a Permitted Transfer shall become a Substitute Members only if the conditions of Section 8.5 hereof are satisfied; provided, however, that the transferee of Membership Interest under a Transfer described in Section 8.2(i) shall become a Substitute Members without regard to satisfaction of Section 8.5(iv). If the transferee of Membership Interest in a Permitted Transfer shall not become a Substitute Members, the transferee shall have only the rights set forth in Section 8.6 hereof. It is further expressly provided herein that if, at any time, there shall be only one Members of the Company (determined for this purpose pursuant to this Agreement and state law), no transfer by such Members shall constitute a Permitted Transfer.

8.3 CONDITIONS TO PERMITTED TRANSFER. A Transfer shall not be treated as a Permitted Transfer unless all of the following conditions are satisfied:

(i) The transferor and the transferee reimburse the Company for all costs that the Company incurs in connection with such Transfer;

(ii) The Transfer does not cause the Company to "terminate" for federal income tax purposes, unless the Manager consents in writing to waive this condition;

(iii) The Transfer does not cause Membership Interest of the Company to be owned by only one Person, unless all Members (excluding for this purpose the transferor Members) consent in writing to waive this condition;

(iv) The Membership Interest which is the subject of the Transfer are registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or alternatively, counsel for the Company furnishes an opinion that such Transfer is exempt from all applicable registration requirements or that such Transfer will not violate any applicable securities laws; and

(v) The transferor and the transferee agree to execute such documents and instruments as the Manager determines are necessary or appropriate to confirm such Transfer.

8.4 RIGHT OF FIRST REFUSAL.

(a) General. Each of the Members shall have a right-of-first refusal if any Members desires to sell, transfer, give or otherwise dispose of all or any part of his, her or its Interest now owned or hereafter acquired unless such Members receives the written consent of the other Members. Any Members that are not transferring their Membership Interest in the Company are sometimes collectively referred to in this Section 8.4 as the "Non-Disposing Members".

(b) Notice. Before selling, transferring, giving or otherwise disposing of his, her or its Interest, a Members must first provide the Company and the Manager at least 90 days' prior written notice of his, her or its intention to make a disposition of his, her or its Interest (the "Disposition Notice"). The Members proposing to dispose of all or part of his, her or its Interest shall be known as the "Disposing Members" for purposes of this Agreement. In the Disposition Notice, the Disposing Members shall specify the price at which the Interest is proposed to be sold or transferred, the portion of his, her or its Interest to be sold or transferred, the identity of the proposed purchaser or transferee, and the terms and conditions of the proposed transaction.

(c) Option to Non-Disposing Members. The Non-Disposing Members may elect, within 90 days after receiving the Disposition Notice, to purchase the entire Interest proposed to be disposed of by the Disposing Members at the proposed price as contained in the Disposition Notice. The terms and conditions of the purchase by the Non-Disposing Members shall be the terms and conditions of the proposed transaction, as set forth in the Disposition Notice. If the proposed transfer is a gift, the Non-Disposing Members may purchase the interest of the Disposing Members for an amount equal to the balance of the Members' Capital Account, which amount shall be paid in cash on or before the 60th day of the notice period.

(d) Timing. The Non-Disposing Members must give written notice to the Disposing Members of the exercise of his, her or its option to acquire the Disposing Members' Interest within the first 60 days of the notice period.

(e) Condition to Electing Option. The options set forth in Section 8.4(c) shall be subject to the condition that in no event shall less than 100% of the Interest proposed to be

disposed of by the Disposing Members be purchased in the aggregate by the Non-Disposing Members.

(f) Excluded Transfers. Notwithstanding the foregoing, a Members may, without invoking the provisions of this Section 8.4, make a transfer to a trust under which (i) the Members is the sole trustee for the entire life of the Members; and (ii) the sole authority to vote the Interest is held by the Members for his, her or its entire life. Such right to transfer to a trust will be subject to the Company's right to condition such transfer upon a review of the trust agreement by counsel for the Company and the determination of such counsel that the trust satisfies the foregoing requirements. Any subsequent amendment of the trust agreement governing such trust shall be deemed a new transfer. Moreover, upon the death of the Members, the trust shall be subject to all of the provisions of this Agreement, including, but not limited to, the right-of-first refusal provided by this Section 8.4.

8.5 ADMISSION AS SUBSTITUTE MEMBERS. Subject to the other provisions of this Article VIII, a transferee of Membership Interest who is not a Members shall be admitted to the Company as a Substitute Members only upon satisfaction of the following conditions:

(i) The Membership Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;

(ii) The transferee becomes a party to this Agreement and executes such documents and instruments as the Manager determines are necessary or appropriate to confirm such transferee as a Members and such transferee's agreement to be bound by the terms of this Agreement;

(iii) The transferee provides the Company with evidence satisfactory to counsel for the Company that such transferee has made each of the representations and covenants set forth in Section 8.7 hereof; and

(iv) All of the Members (determined for this purpose by excluding the transferor Members and the Membership Interest of the transferor Members) consent to the admission of the transferee as a Substituted Members, which consent may be withheld in the sole and absolute discretion of any Members.

8.6 RIGHTS AS ASSIGNEE. A Person who acquires Membership Interest (other than a Person who was a Members before such acquisition) but who is not admitted to the Company as a Substitute Members shall have only the right to receive the distributions and allocations of Profits and Losses to which the Person would have been entitled under this Agreement with respect to the transferred Membership Interest, but shall have no right to participate in the management of the Company, no right to inspect the books and records of the Company, and no other rights accorded to Members under this Agreement.

8.7 INVESTMENT REPRESENTATIONS AND AGREEMENTS. Each Members hereby represents and warrants to the Manager and to the Company and to each of the other Members as follows:

(a) Purchase Entirely for Own Account. The Members is acquiring the Members' interest in the Company for the Members' own account for investment purposes only and not with a view to or for the resale or distribution thereof and has no obligation or agreement of any kind with any Person to sell, transfer or pledge to any Person the Members' interest or any part thereof nor does the Members have any plans to enter into any such obligation or agreement.

(b) Investment Sophistication. By reason of the Members' business or financial experience, the Members has the capacity to protect the Members' own interests in connection with the transactions contemplated hereunder. In addition, the Members is able to bear the risks of an investment in the Company, and at the present time could afford a complete loss of such investment.

(c) Access to Information. The Members is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire an interest in the Company.

(d) Federal and State Securities Laws. The Members acknowledges that the Membership Interests have not been registered under the Securities Act of 1933 or any state securities laws, inasmuch as they are being acquired in a transaction not involving a public offering, and, under such laws, may not be resold or transferred by the Members without appropriate registration or the availability of an exemption from such requirements. The Members is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act of 1933.

(e) Legends. The Members acknowledges that any certificates issued evidencing Membership Interest in the Company shall bear a legend to the effect that the Membership Interest has not been registered under the Securities Act of 1933 and are subject to the restrictions on transferability and sale set forth in this Agreement and under the Securities Act of 1933.

ARTICLE IX
DISSOLUTION AND TERMINATION

9.1 DISSOLUTION. The Company shall be dissolved upon the first to occur of any of the following events.

(i) The unanimous written agreement of all Members at any time.

(ii) The decision by the Manager, in Manager's sole discretion.

(iii) The entry of a decree of dissolution under the Act.

(iv) The latest date for the dissolution of the Company under its Articles, as amended.

(v) Any Withdrawal Event with respect to any Members, unless there are at least two remaining Members and, within 90 days following such Withdrawal Event, each of the following categories of Members consents in writing to the continuation of the business of the Company:

(1) One or more remaining Members whose Percentage Interests in Profits of the Company represents more than fifty percent of the Percentage Interests in Profits of all remaining Members. For purposes hereof, the Members' Percentage Interests in Profits shall be determined and allocated by the Manager based on any reasonable estimate of Profits of the Company from the date of the Withdrawal Event to the projected termination of the Company, taking into account then present and future allocations of Profits under this Agreement and any amendment of this Agreement existing as of the date of the Withdrawal Event; and

(2) One or more remaining Members whose aggregate Capital Account balance(s) represent more than fifty percent of the Capital Account balances of all remaining Members. For purposes hereof, the Capital Account balances shall be determined as of the date of the Withdrawal Event.

9.2 NOTICE OF THE COMMENCEMENT OF WINDING UP. Promptly following the dissolution of the Company, unless the Company's business is to be continued pursuant to Section 9.1(v) hereof, the Manager shall cause a notice of the commencement of winding up to be mailed to all known creditors and claimants in accordance with Section the Act.

9.3 LIQUIDATION, WINDING UP AND DISTRIBUTION OF ASSETS. Unless the business of the Company is to be continued pursuant to Section 9.1(v) hereof, the Manager shall proceed to liquidate the Company's assets and properties, discharge the Company's obligations, and wind up the Company's business and affairs as promptly as is consistent with obtaining the fair value thereof. The proceeds of liquidation of the Company's assets, to the extent sufficient therefor, shall be applied and distributed as follows:

(i) First, to the payment and discharge of all of the Company's debts and liabilities except those owing to Members or to the establishment of any reasonable reserves for contingent or unliquidated debts and liabilities;

(ii) Second, to the payment of any debts and liabilities owing to the Members;

(iii) Third, to the payment of the management fees required to be paid to Manager under Section 3.15; and

(iv) Finally, to the Members in proportion to their Percentage Interests.

9.4 DEFICIT CAPITAL ACCOUNTS. No Members shall have any obligation to contribute or advance any funds or other property to the Company by reason of any negative or deficit balance in such Members' capital account during or upon completion of winding up or at any other time.

9.5 CERTIFICATES FOR THE DISSOLUTION AND/OR CANCELLATION OF THE COMPANY. Upon the dissolution and/or cancellation of the Company, the Manager shall cause to be filed the appropriate certificates and other instruments with the State of Nevada as required by the Act.

9.6 RETURN OF CONTRIBUTION NON-RECOURSE TO OTHER MEMBERS. Except as provided by law, upon dissolution, each Members shall look solely to the assets of the Company for the return of his, her or its Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Members or Members shall have no recourse against any other Members.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 NOTICES. Except as otherwise provided herein, any notice, demand, or communication required or permitted to be given to a Members by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the Members or to an executive officer of the Members to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Members' address which is set forth in Exhibit A to this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given on the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

10.2 APPLICATION OF NEVADA LAW. All matters relating to or arising out of this Agreement, whether in contract, tort or otherwise, shall be governed by and interpreted in accordance with the laws of the State of Nevada, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws. The parties hereby consent, in any dispute, action, litigation, arbitration or other proceeding concerning this Agreement, to the jurisdiction of the courts of California, with the County of Orange being the sole venue for the bringing of the action or proceeding.

10.3 WAIVER OF ACTION FOR PARTITION. Each Members irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

10.4 AMENDMENTS. This Agreement may be amended with the consent of the Manager and a Majority-in-Interest; provided, however, that this Agreement shall not be amended except by the written agreement of all of the Members if such amendment would:

(i) modify the limited liability of a Members;

(ii) alter the economic interest of a Members in any way, including but not necessarily limited to, an alteration of a Members' Capital Contribution obligations, a Members' right to distributions of Cash Flow and distributions upon dissolution, and a Members' right to allocations of the Company's Profit and Losses, including any special allocations described in Appendix A to this Agreement;

(iii) modify the rights of the Manager to receive the compensation set forth herein;

(iv) modify the management, voting or approval rights of any Manager or Members; or

(v) amend Article IX, relating to the dissolution of the Company, or this Section 10.4.

10.5 EXECUTION OF ADDITIONAL INSTRUMENTS. Each Members hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to effectuate the terms of this Agreement or to comply with any laws, rules, or regulations.

10.6 HEADINGS. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

10.8 HEIRS, SUCCESSORS, AND ASSIGNS. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement and by applicable law, their respective heirs, legal representatives, successors, and assigns.

10.9 CREDITORS AND OTHER THIRD PARTIES. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or by other third parties, pursuant to Nevada Revised Statutes.

10.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.11 ENTIRE AGREEMENT. This Agreement (including Appendix A and the exhibits attached hereto) sets forth the entire agreement between the parties with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement, together with Appendix A and the exhibits attached hereto. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, covenants and warranties with respect to the subject matter of this Agreement are waived, merged in this Agreement and superseded by this Agreement. This is an integrated agreement.

10.12 ALTERNATIVE DISPUTE RESOLUTION. If a controversy or claim should arise out of or related to this Agreement, the parties will attempt in good faith to resolve such controversy or claim by negotiation. If the matter has not been resolved within 30 days by negotiation, the parties will attempt in good faith to resolve the controversy or claim in accordance with mediation, with mutually agreeable rules. If mutually agreeable rules cannot be

developed, the Center for Public Resources Model Procedure for Mediation of Business Disputes shall be utilized. If the matter has not been resolved by mediation within 60 days of the commencement of mediation, or if either party will not participate in mediation, then the controversy shall be settled by binding arbitration in accordance with the then-existing Commercial Arbitration Rules of JAMS/Endispute in Orange County, California. The written decision of the arbitrator shall be binding and conclusive on the parties. The parties agree that there shall be no prearbitration discovery and the arbitrator shall not award punitive damages to either of the parties. Judgment may be entered in any court having jurisdiction and the parties consent to the jurisdiction of the Superior Court of Orange County, California, for this purpose. Any arbitration undertaken pursuant to this Agreement shall occur in Orange County, California. If the disputing parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the disputing parties do not agree on an arbitrator, then each party shall select one independent, qualified arbitrator and the two arbitrators so selected shall select the third arbitrator. At the request of either party, the mediation and arbitration proceedings will be conducted in the utmost secrecy; in such case all documents, testimony and records shall be received, heard and maintained by the mediators or arbitrators, as the case may be, in secrecy under seal, available for the inspection only by the disputing parties and their respective attorneys and their respective experts who shall agree in advance and in writing to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known.

10.13 ATTORNEYS' FEES. In any action, litigation, arbitration or other proceeding between the parties arising out of or in relation to this Agreement, the prevailing party in such action shall be awarded, in addition to any damages, injunctions or other relief, and without regard to whether or not such matter be prosecuted to final judgment, such party's costs and expenses, including but not limited to taxable costs and reasonable attorneys', accountants' and experts' fees and costs.

N WITNESS WHEREOF, the parties have executed this Operating Agreement of JD SUNSET, LLC as of the date first written above.

"Initial Manager"

JADE HOMES, INC.,
A California corporation

By: _____
Guy C. Alexander, III, its President

"Initial Members"

JADE HOMES, INC.,
A California corporation

By: _____
Guy C. Alexander, III, its President

EXHIBIT A

SCHEDULE OF MEMBERS

Initial Members			
Name	**Address**	**Initial Contribution**	**Percentage Interest**
Jade Homes, Inc., A California corporation	3185 Airway Avenue Ste. F2 Costa Mesa, CA 92626-4601	$1,000.00	100%

WAIVER OF NOTICE AND CONSENT
TO THE HOLDING OF
THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
JADE HOMES, INC.

A California Corporation

We, the undersigned, being the Directors of Jade Homes, Inc., a California corporation (the "Corporation"), waive notice of the first meeting of the Board of Directors of the Corporation to be held on May 19, 2009 at 3185 Airway Avenue Suite F2, Costa Mesa, California at 10:00 a.m., and consent to this meeting being held at that time and place and to the transaction of any and all business by the Directors at the meeting, including electing officers, adopting a corporate seal and form of share certificate, providing for the issuance of stock, and any other action that may be required or appropriate to complete the organization of the Corporation.

Dated as May 19, 2009

Guy C. Alexander III

Shahnaz Alexander

Traci Cline

MINUTES OF THE ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
JADE HOMES, INC.
A California Corporation

The undersigned, being the Directors of Jade Homes, Inc., a California corporation (the "Corporation"), pursuant to the Bylaws of the Corporation and as permitted by Section 307(b) of the California Corporations Code, acting without a meeting, hereby consents to, adopts, ratifies and confirms in writing the following recitals and resolutions with the same force and effect as if they had been adopted at a meeting of Directors duly called and held:

ARTICLES OF INCORPORATION

WHEREAS, the Directors noted that the Articles of Incorporation of the Corporation were filed in the office of the California Secretary of State on May 12, 2009.

RESOLVED, that a certified copy of the Articles of Incorporation be inserted in the minute book of the Corporation.

ORGANIZATION

WHEREAS, Guy C. Alexander III has been named as the Corporation's initial agent for service of process in the Articles of Incorporation;

RESOLVED, that Guy C. Alexander III is hereby elected and confirmed as the Corporation's initial agent for service of process, to serve until his resignation or until a new agent for service of process is designated by the Directors of the Corporation.

WHEREAS, the Bylaws for the Corporation have been adopted by the Secretary;

RESOLVED, that the Bylaws adopted by the Secretary be, and the same hereby are, adopted as the Bylaws of the Corporation;

RESOLVED FURTHER, that the Secretary of the Corporation be and hereby is authorized and directed to execute a certificate of the adoption of the Bylaws, to insert the Bylaws in the book of minutes of the Corporation, and to see that a copy of the Bylaws, being similarly certified, is kept at the principal

executive or business office in California of the Corporation in accordance with Section 213 of the California Corporations Code.

WHEREAS, there are several organizational matters that need to be completed by the Directors;

RESOLVED, that the corporate seal in the form, words and figures presented by the Directors and impressed upon the last page of these minutes be, and it hereby is, adopted as the seal of the Corporation;

RESOLVED, that the form of share certificate presented by the Directors be, and hereby is, approved and adopted as the form of certificate to represent outstanding shares of capital stock of the Corporation, and the Secretary is directed to insert a specimen of the share certificate in the minute book of the Corporation following these resolutions;

RESOLVED FURTHER, 3185 Airway Avenue Suite F2, Costa Mesa, California, be, and the same hereby is, designated and fixed as the principal executive office for the transaction of the business of the Corporation.

ELECTION OF OFFICERS

RESOLVED, that the following persons are hereby elected to the office set forth opposite their name:

President	Guy C. Alexander III
Chief Financial Officer	Traci Cline
Chief Executive Officer	Guy C. Alexander III
Secretary	Traci Cline

All officers are hereby accepted each office.

RESOLVED FURTHER, that the corporate officers are hereby directed to prepare and file with the California Secretary of State the information statement as required by Section 1502 of the California Corporations Code.

FISCAL YEAR

RESOLVED, that the Corporation adopt an accounting year ending on December 31 each year.

APPENDIX A

A.1 Accounting Definitions. The following terms, which are used predominantly in this Appendix A, shall have the meanings set forth below for all purposes under this Agreement:

"Adjusted Capital Account Balance" means, with respect to any Members, the balance of such Members' Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Members is obligated to restore pursuant to this Agreement or as determined pursuant to Regulations Section 1.704-1 (b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in clauses (4), and (6) of Section 1.704-1 (b)(2)(ii)(d) of the Regulations.

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Section 1.704-1 (b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Book Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value for any asset (other than money) contributed by a Members to the Company shall be the gross fair market value of such asset, as agreed upon by the contributing Members and the other Members at the time of such contribution;

(b) The Book Value of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager as of the following times: (i) the acquisition of an additional Interest in the Company by any new or existing Members in exchange for more than a de minimi Capital Contribution; (ii) the distribution by the Company to a Members of more than a de minimi amount of cash or property as consideration for an Interest in the Company, if (in any such event) such adjustment is necessary or appropriate, in the reasonable judgment of the Manager to reflect the relative economic interests of the Members in the Company; or (iii) the liquidation of the Company for Federal income tax purposes pursuant to Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that, if a Members, or former Members whose Interest in the Company is being purchased or liquidated does not accept the proposed adjustment to the Book Value of any asset or assets, then such adjustment shall be determined by the following procedure: the disagreeing Members shall each select a qualified appraiser. Unless the same Person is selected, the two appraisers shall

then jointly nominate a third, neutral qualified appraiser, who shall determine the appropriate adjustment and whose determination shall be final and conclusive on the parties;

(c) The Book Value of any Company asset distributed to any Members shall be adjusted to equal its gross fair market value on the date of distribution;

(d) The Book Values of the Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section A.2(g) hereof; provided, however, that Book Values shall not be adjusted pursuant to this subsection (d) to the extent that an adjustment pursuant to subsection (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d); and

(e) If the Book Value of an asset has been determined or adjusted pursuant to subsection (a), (b) or (d) above, such Book Value shall thereafter be adjusted by the Depreciation taken into account from time to time with respect to such asset for purposes of computing Profits and Losses.

"Capital Account" means, with respect to any Members or other owner of an Interest in the Company, the Capital Account maintained for such Person in accordance with the following provisions:

(a) To each such Person's Capital Account there shall be credited the Net Asset Value of such Person's Capital Contributions, such Person's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Sections A.2 and A.3 hereof, and the amount of any Company liabilities assumed by such Person (excluding assumed liabilities that have been taken into account in computing the Net Asset Value of any Company property distributed to such Person);

(b) To each such Person's Capital Account there shall be debited the amount of cash and the Net Asset Value of any Company property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Sections A.2 and A.3 hereof, and the amount of any liabilities of such Person assumed by the Company (excluding assumed liabilities that were taken into account in computing the Net Asset Value of any property contributed by such Person to the Company);

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

(d) Section 752(c) of the Code shall be applied in determining the amount of any liabilities taken into account for purposes of this definition of "Capital Account"; and

(e) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. The Manager may modify the manner of computing the Capital Accounts or any debits or credits thereto (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members) in order to comply with such Regulations, provided that any such modification is not likely to have a material effect on the amounts distributable to any Members pursuant to Section 9.3 hereof upon the dissolution of the Company. Without limiting the generality of the preceding sentence, the Manager shall make any adjustments that are necessary or appropriate to maintain equality between the aggregate sum of the Capital Accounts and the amount of capital reflected on the balance sheet of the Company, as determined for book purposes in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations. The Manager shall also make any appropriate modifications if unanticipated events (for example, the availability of investment tax credits) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" under Regulations Section 1.704-2(d) of the Regulations.

"Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall bear amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if such depreciation, amortization or other cost recovery deductions with respect to any such asset for federal income tax purposes is zero for any Fiscal Year, Depreciation shall be determined with reference to the asset's Book Value at the beginning of such year using any reasonable method selected by the Manager.

"Members Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" under Section 1 .704-2(b)(4) of the Regulations.

"Members Nonrecourse Debt Minimum Gain" has the same meaning as the term "partner nonrecourse debt minimum gain" under Section 1 .704-2(i)(2) of the Regulations and shall be determined in accordance with Section 1 .704-2(i)(3) of the Regulations.

"Members Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" under Regulations Section 1.704-2(i)(1). The amount of Members Nonrecourse Deductions with respect to a Members Nonrecourse Debt for each Fiscal Year of the Company equals the excess (if any) of the net increase (if any) in the amount of Members Nonrecourse Debt Minimum Gain attributable to such Members Nonrecourse Debt during such Fiscal Year over the aggregate amount of any distributions during such Fiscal Year to the Members that bears the economic risk of loss for such Members Nonrecourse Debt to the extent that such distributions are from the proceeds of such Members Nonrecourse Debt which are allocable to an increase in Members Nonrecourse Debt Minimum Gain attributable to such Members Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Regulations.

"Net Asset Value" means, with respect to any asset (other than money) contributed by a Members to the Company's capital or distributed by the Company to any Members, the amount by which the gross fair market value of such asset, as determined by the Manager at the time of such contribution or distribution, exceeds the total monetary obligations then secured by such asset or otherwise assumed by the transferee at the time of such contribution or distribution. In the case of contributed services, if any, the Net Asset Value shall be equal to the value thereof as determined by the Manager at the time of the contribution.

"Nonrecourse Debt" or "Nonrecourse Liability" has the same meaning as the term "nonrecourse liability" under Section 1 .704-2(b)(3) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for a Company Fiscal Year equals the excess (if any) of the net increase (if any) in the amount of Company Minimum Gain during that Fiscal Year over the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Debt that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Regulations.

"Profits" or "Losses" means, for each Fiscal Year or other period, the taxable income or taxable loss of the Company as determined under Code Section 703(a) (including in such taxable income or taxable loss all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code) with the following adjustments:

(a) All items of gain or loss resulting from any disposition of the Company's property shall be determined upon the basis of the Book Value of such property rather than the adjusted tax basis thereof;

(b) Any income of the Company that is exempt from federal income tax shall be added to such taxable income or loss;

(c) Any expenditures of the Company that are described in Code Section 705(a)(2)(B), or treated as such pursuant to Regulations Section 1.704-1 (b)(2)(iv)(i), and that are not otherwise taken into account in the computation of taxable income or loss of the Company, shall be deducted in the determination of Profits or Losses;

(d) If the Book Value of any Company asset is adjusted pursuant to subsection (b) or (c) of the definition of "Book Value" set forth in this Appendix A, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses unless such gain or loss is specially allocated pursuant to Section A.2 hereof;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in determining such taxable income or loss, there shall be deducted Depreciation, computed in accordance with the definition of such term in this Appendix A; and

(f) Notwithstanding any of the foregoing provisions, any items that are specially allocated pursuant to Section A.2 or A.3 hereof shall not be taken into account in computing Profits or Losses.

A.2 Special Allocations. The allocation of Profits and Losses for each Fiscal Year shall be subject to the following special allocations in the order set forth below:

(a) Members Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain for any Fiscal Year, each Members shall be specially allocated items of income and gain for such year (and, if necessary, for subsequent years) in an amount equal to such Members' share of the net decrease in Company Minimum Gain during such year, determined in accordance with Regulations Section 1.704-2(g)(2). Allocations pursuant to the preceding sentence shall be made among the Members in proportion to the respective amounts required to be allocated to each of them pursuant to such Regulation. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6). Any special allocation of items of Company income and gain pursuant to this Section A.2(a) shall be made before any other allocation of items under this Appendix A. This Section A.2(a) is intended to comply with the "minimum gain chargeback" requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Members Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease during a Fiscal Year in the Members Nonrecourse Debt Minimum Gain attributable to a Members Nonrecourse Debt, then each Members with a share of the Members Nonrecourse Debt Minimum Gain attributable to such debt, determined in accordance with Regulations Section

1.704-2(i)(5), shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Members' share of the net decrease in the Members Nonrecourse Debt Minimum Gain attributable to such Members Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the preceding sentence shall be made among the Members in proportion to the respective amounts to be allocated to each of them pursuant to such Regulation. Any special allocation of items of income and gain pursuant to this Section A.2(b) for a Fiscal Year shall be made before any other allocation of Partnership items under this Appendix A, except only for special allocations required under Section A.2(a) hereof. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(i)(4). This Section A.2(b) is intended to comply with the provisions of Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Members receives any adjustments, allocations, or distributions described in clauses (4), (5) or (6) of Regulations Section 1.704-1 (b)(2)(ii)(d), items of income and gain shall be specially allocated to each such Members in an amount and manner sufficient to eliminate as quickly as possible, to the extent required by such Regulation, any deficit in such Members' Adjusted Capital Account Balance, such balance to be determined after all other allocations provided for under this Appendix A have been tentatively made as if this Section A.2(c) were not in this Agreement.

(d) Gross Income Allocation. In the event any Members has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount (if any) such Members is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Members is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations, each such Members shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section A.2(d) shall be made only if and to the extent that such Members would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Appendix A have been made as if Section A.2(c) hereof and this Section A.2(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Members in proportion to their Percentage Interests.

(f) Members Nonrecourse Deductions. Members Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated, in accordance with Regulations Section 1.704-2(i)(1), to the Members or Members who bear the economic risk of loss for the Members Nonrecourse Debt to which such deductions are attributable.

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m),

the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

A.3 Curative Allocations. The allocations set forth in subsections (a) through (g) of Section A.2 hereof ("Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding any other provisions of this Appendix A (other than the Regulatory Allocations and the next two following sentences), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that, to the extent possible the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to each Members shall be equal to the net amount that would have been allocated to each such Members if the Regulatory Allocations had not occurred. For purposes of applying the preceding sentence, Regulatory Allocations of Nonrecourse Deductions and Members Nonrecourse Deductions shall be offset by subsequent allocations of items of income and gain pursuant to this Section A.3 only if (and to the extent) that: (a) the Manager reasonably determines that such Regulatory Allocations are not likely to be offset by subsequent allocations under Section A.2(a) or Section A.2(b) hereof, and (b) there has been a net decrease in Company Minimum Gain (in the case of allocations to offset prior Nonrecourse Deductions) or a net decrease in Members Nonrecourse Debt Minimum Gain attributable to a Members Nonrecourse Debt (in the case of allocations to offset prior Members Nonrecourse Deductions). The Manager shall apply the provisions of this Section A.3, and shall divide the allocations hereunder among the Members, in such manner as will minimize the economic distortions upon the distributions to the Members that might otherwise result from the Regulatory Allocations.

A.4 General Allocation Rules.

(a) Generally, all Profits and Losses allocated to the Members shall be allocated among them in proportion to their Percentage Interests, except as otherwise specifically provided under the terms of this Agreement. In the event Members are admitted to the Company pursuant to Article VII hereof on different dates during any Fiscal Year, the Profits (or Losses) allocated to the Members for each such Fiscal Year shall be allocated among the Members in proportion to the Percentage Interests that each Members holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Manager.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Manager using any method permissible under Code Section 706 and the Regulations thereunder.

(c) For purposes of determining the Members' proportionate shares of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), their respective interests in Members profits shall be in the same proportions as their Percentage Interests.

UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS
OF
JADE HOMES, INC.,
a California Corporation

The undersigned, by all of the Directors of the Board of Directors ("Board") of JADE HOMES, INC., a California corporation (the "Corporation"), pursuant to the Bylaws of the Corporation and as permitted by Section 307(b) of the California Corporations Code, acting without a meeting, hereby consents to, adopts, ratifies and confirms in writing the following recitals and resolutions with the same force and effect as if they had been adopted at a meeting of the Board of Directors duly called and held:

ELECTION OF OFFICERS

RESOLVED, that the following persons are hereby elected to the office set forth opposite their name:

President	Guy C. Alexander III
Chief Executive Officer	Guy C. Alexander III
Vice President, Chief Operating Officer	Shahnaz Alexander
Chief Financial Officer	Traci Cline
Secretary	Traci Cline
Assistant Secretary	Shahnaz Alexander

Such officers shall serve at the pleasure of the Board of Directors and shall perform such duties as may be delegated from time to time to each such officer by the President of the Corporation.

GENERAL RESOLUTIONS

BE IT FURTHER RESOLVED, that the officers of this Corporation are, and each officer individually is, hereby authorized, empowered and directed, in the name and on behalf of the Corporation, to take or cause to be taken any and all actions not inconsistent with these resolutions, including, without limitation, the approval, negotiation, execution, acknowledgment, filing, amendment and delivery of any and all papers, certificates, agreements and documents as such officer may deem necessary or advisable to carry out the purposes and intent of the foregoing resolutions.

The Secretary of this Corporation is directed to cause this Action Taken by Unanimous Written Consent to be filed with the minutes of the proceedings of the Board of Directors in the record book of this Corporation.

Executed and dated as of November 16, 2012.

Guy C. Alexander III, Director

Shahnaz Alexander, Director

Traci Cline, Director

CERTIFICATION OF THE SECRETARY
OF
JADE HOMES, INC.,
A California Corporation

I, Traci Cline of Jade Homes, Inc., a corporation created and existing under the laws of the State of California, do hereby certify and declare that the foregoing is a full, true and correct copy of the resolutions duly passed and adopted by the Board of Directors of said corporation, by written consent of all of the members of the Board of Directors of said corporation, and that the foregoing resolutions are now in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of November 16, 2012.

Traci Cline, Secretary

ESTABLISHMENT OF BANK ACCOUNTS

RESOLVED, that any officer of the Corporation be and hereby is authorized, from time to time, to cause to be opened appropriate bank accounts in the name of the Corporation at such bank or banks as such officer may deem appropriate, and, unless otherwise directed to said bank, that only the signature of one officer of the Corporation shall be required to withdraw funds;

RESOLVED FURTHER, that the Secretary or Chief Financial Officer, or any other person designated by either, be and each hereby is authorized, from time to time, to close said accounts or to add or delete the name or names of a person or persons authorized as signatories or authorized to execute the transfer, exchange or investment of funds from any of said accounts, as in their respective judgment is necessary for the proper operation of said accounts;

RESOLVED FURTHER, that the banks in which any such accounts are opened be, and they hereby are, authorized and directed, unless notification to the contrary is given to said banks, to pay checks, drafts or other orders for payment of money drawn in the Corporation's name which are in compliance with any stated operating requirements of said accounts when bearing the signature, written or facsimile, of any person authorized in accordance with these resolutions, provided that said signature resembles a specimen filed with said banks;

RESOLVED FURTHER, that the form of check having plainly printed on its face "Depository Transfer Check" and/or "Automated Clearing House Payment" and made payable to any depository for withdrawing funds from a transfer account, or any account used as a transfer account, in any depository of the Corporation or any subsidiary, be and it hereby is authorized; and that said form of check or payment shall require no signature;

RESOLVED FURTHER, that said banks be and they hereby are authorized and directed to comply with instructions which are in compliance with stated operating requirements or agreements applicable to said accounts for the transfer of funds received from authorized individuals, whether said instructions are by telephonic, electronic, written or in-person communication.

PAYMENT OF INCORPORATION EXPENSES

RESOLVED, that the officers of the Corporation are authorized and directed to pay the expenses of its incorporation and organization, including effecting reimbursement to any persons who have advanced funds for such purposes, and payment of any amounts remaining owing to the Corporation's attorneys for services in connection therewith.

AUTHORIZATION FOR ISSUANCE OF SHARES

WHEREAS, the Articles of Incorporation of the Corporation authorize the issuance of 100,000 shares of common stock;

WHEREAS, none of such shares have been offered, issued or sold to any person;

WHEREAS, the Directors of the Corporation believes it to be in the best interests of the Corporation to offer and sell shares and to qualify said offer and sale for exemption from the qualification requirement of Section 25110 of the Corporations Code, pursuant to the limited offering exemption of Section 25102(f) of that Code; and

WHEREAS, any such offer and sale has been or will be made, respectively, in accordance with the requirements, limitations and other provisions of Section 25102(f) of the Corporations Code;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation shall issue and sell 2,000 shares of common stock of the Corporation at a purchase price of $1.00 per share in the amount set forth immediately after such person's name:

Proposed Purchaser	Number of Shares	Consideration
Guy C. Alexander III	1,700	$1,700
Traci Cline	100	$100
Tracey Raszewski	100	$100
Michael Kosulandich	100	$100

RESOLVED FURTHER, that such shares, when so sold and delivered, and when the purchase price therefore shall have been received by the Corporation, shall be duly and validly issued, fully paid and nonassessable;

RESOLVED FURTHER, that such shares be issued within the exemption from qualification afforded by Section 25102(f) of the California Corporations Code and shall, in all respects, meet the requirements thereof;

RESOLVED FURTHER, that each of the proposed issues shall execute an investment representation statement with respect to the purchase of the securities of the Corporation, and set forth therein their respective preexisting personal or business relationship with one or more of the Corporation's directors or officers, or business or financial experience by reason of which they can reasonably be

presumed to have the capacity to protect their own interests in connection with the transaction;

RESOLVED FURTHER, that the officers and directors of the Corporation shall cause to be prepared, executed and timely filed with the California Commissioner of Corporations, a Notice in the form prescribed pursuant to Section 25102(f) of the California Corporations Code and shall take such other further action as may be necessary or desirable to effectuate the foregoing resolutions.

SECTION 1244 ELECTION

The Directors believe it to be in the best interests of the Corporation and its shareholders to qualify the shareholders of the Corporation to receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18208 of the California Revenue and Taxation Code. The aforesaid code sections allow persons who purchase common stock of a corporation to obtain an ordinary loss deduction under certain circumstances in the event that they subsequently sell such stock at a loss or if such stock becomes worthless. The Directors reported that the Corporation's stock qualifies for such treatment, in that: (1) the Corporation is a domestic corporation; (2) the stock to be sold and issued, as hereinabove provided, is "common" stock of the Corporation; (3) the aggregate amount of money and other property received for said stock, as contribution to capital and as paid-in surplus by the Corporation, will not exceed $1,000,000; and (4) said stock is to be issued only for money or property other than stock or securities. After consideration, the following preamble and resolution were adopted:

WHEREAS, the Corporation is a small business corporation, as defined in Section 1244(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Corporation intends to sell and issue 2,000 shares of its common stock to the persons, in the amounts and for the consideration hereinabove provided;

WHEREAS, the consideration to be received by the Corporation for such sale and issuance will be only money or other property, other than stock or securities; and

WHEREAS, it is deemed desirable that the sale and issuance of shares of common stock of the Corporation be effectuated in such a manner that qualified Shareholders may receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18208 of the California Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED, that the shares issued pursuant to the foregoing resolutions are intended to be "Section 1244 stock" as defined in Section 1244 of the Internal Revenue Code of 1986, as amended, and "Section

18208 stock" as defined in Section 18208 of the California Revenue and Taxation Code.

SUBCHAPTER S STATUS

The Directors next considered the advisability of the Corporation making an election under Subchapter S of Section 1362 of the Internal Revenue Code of 1986, as amended. Such election permits, in general, the profits and losses of the Corporation to be passed through directly to the shareholders of the Corporation, with the Corporation, except under special circumstances, to be a nontaxable entity. Such election would not necessarily be a permanent action; but, rather, could be revoked by the Corporation at such subsequent time as deemed to be in the best interests of the shareholders, subject to the written consent of such revocation by shareholders holding more than 50% of the Corporation's outstanding stock on the day on which such revocation is made. The following preamble and resolutions were adopted:

WHEREAS, the Corporation is a domestic corporation, not a member of an affiliated group of corporations within the definition of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the "Code"), nor an otherwise ineligible corporation, as defined in Sections 1361(b)(2) and 1361(c)(6) of the Code;

WHEREAS, the Corporation does not have more than 35 shareholders, all of whom are either (1) individuals, (2) decedent's estates, (3) bankrupt's estates, or (4) trusts described in Section 1361 of the Code, and none of whom are nonresident aliens or foreign trusts;

WHEREAS, when shares of the Corporation have been sold and issued pursuant to the foregoing resolutions, this Corporation will have only one class of capital stock which is issued and outstanding; and

WHEREAS, it is deemed to be in the best interests of the Corporation and its shareholders that the Corporation make an election under Subchapter S of the Internal Revenue Code to be taxed hereafter as an S Corporation pursuant to the provisions thereof;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation hereby elects, in accordance with the provisions of Section 1362(a) of the Internal Revenue Code of 1986, as amended, to be taxed as an S Corporation;

RESOLVED FURTHER, that any officer of the Corporation be and hereby is authorized, directed and empowered on behalf of this Corporation, and in its name, to execute and file with the Internal Revenue Service an appropriate election on such form, instrument or document, and amendments thereto, as shall constitute an election by the Corporation to be taxed under Subchapter S of the Internal Revenue Code of 1986, as amended, and to do or cause to be done any and all other acts and things as such officer may, in his or her discretion, deem necessary or appropriate to carry out the purposes of these resolutions, including,

without limiting the generality thereof, securing the written consent to such election by each of the shareholders of the Corporation.

COMPLETION OF ORGANIZATION

The Directors determined that the organizational matters for the Corporation had been completed.

Dated as of May 19, 2009

Guy C. Alexander III, Director

Shahnaz Alexander, Director

Traci Cline, Director

ATTEST:

Traci Cline, Secretary

[seal]