NAILAH K. BYRD
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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
February 16, 2024 11:25

By: ZIAD TAYEH 0088027

Confirmation Nbr. 3089900

TITAN BUILDINGS LLC, ET AL.

vs.

PATRIOT CAPITAL LLC, ET AL.

CV 24 992971

Judge: CASSANDRA COLLIER-WILLIAMS

Pages Filed: 52

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

TITAN BUILDINGS LLC
c/o Matthew Carlin
13443 Detroit Avenue
Lakewood, OH 44107

and

D7B LLC
c/o Boumitri Law LLC
13443 Detroit Avenue
Lakewood, OH 44107

and

CEDAR CREST LTD
c/o Jason Nickel
831 Rabbit Run Drive
Golden, CO 80401

and

PACIFIC DIVERSIFIED INVESTMENTS LLC
c/o Zain Jaffer
838 Walker Road, Suite 21-2
Dover, DE 19904

and

KINLEY INVESTMENTS LLC
c/o Jimmy Kinley
2400 HWY 287 N, Suite 106
Mansfield, TX 76063

Plaintiffs,

v.

PATRIOT CAPITAL LLC
c/o James Schassburger
180 Spring Pond Lane
Spring Lake, NC 28390

CASE NO:

JUDGE:

COMPLAINT
(with jury demand)

and

STATE STORAGE NC LLC
c/o Carl Gentile
180 Spring Pond Lane
Spring Lake, NC 28390

and

STERLING SEIZERT
180 Spring Pond Lane
Spring Lake, NC 28390

and

JAMES SCHASSBERGER
180 Spring Pond Lane
Spring Lake, NC 28390

and

CARLTON BERGERON
180 Spring Pond Lane
Spring Lake, NC 28390

and

CARL GENTILE
3895 Westroads Drive
West Palm Beach, FL 33407

and

DAVID HEIL
3895 Westroads Drive
West Palm Beach, FL 33407

and

PATRIOT SS 300 LLC
c/o Boumitri Law LLC
13443 Detroit Avenue
Lakewood, OH 44107

Defendants.

Now come Plaintiffs Titan Buildings LLC, D7B LLC, Cedar Crest Ltd., Pacific Diversified Investments LLC, and Kinley Investments LLC (collectively, "Plaintiffs"), by and through undersigned counsel, and for their Complaint, state and alleges as follows:

THE PARTIES

1. Plaintiff Titan Buildings LLC ("Plaintiff Titan") is a limited liability company duly registered with the Ohio Secretary of State located at 13443 Detroit Avenue, Lakewood, OH 44107.
2. Plaintiff D7B LLC ("Plaintiff D7B") is a limited liability company duly registered with the Ohio Secretary of State located at 13443 Detroit Avenue, Lakewood, OH 44107.
3. Plaintiff Cedar Crest Ltd. ("Plaintiff Cedar") is a limited liability company duly registered with the Colorado Secretary of State located at 831 Rabbit Run Drive, Golden, CO 80401.
4. Plaintiff Pacific Diversified Investments LLC ("Plaintiff PDI") is a limited liability company duly registered with the Delaware Secretary of State with its statutory agent located at 838 Walker Road, Suite 21-2, Dover, DE 19904.
5. Plaintiff Kinley Investments LLC ("Plaintiff Kinley") is a limited liability company duly registered with the Texas Secretary of State located at 2400 HWY 287 N Suite 106, Mansfield, TX 76063.
6. Defendant Patriot Capital LLC ("Defendant Patriot Capital") is a North Carolina limited liability company with its statutory agent located at 180 Spring Pond Lane, Spring Lake, NC 28390.
7. Defendant State Storage NC LLC ("Defendant State Storage") is a Florida limited liability company, registered with the North Carolina Secretary of State, with its statutory agent located at 180 Spring Pond Lane, Spring Lake, NC 28390.
8. Defendant Sterling Seizert ("Defendant Seizert") is an individual who conducts business at 180 Spring Pond Lane, Spring Lake, NC 28390.

9. Defendant James Schassberger ("Defendant Schassberger") is an individual who conducts business at 180 Spring Pond Lane, Spring Lake, NC 28390.
10. Defendant Carlton Bergeron ("Defendant Bergeron") is an individual who conducts business at 180 Spring Pond Lane, Spring Lake, NC 28390.
11. Defendant Carl Gentile ("Defendant Gentile") is an individual who conducts business at 3895 Westroads Drive, West Palm Beach, FL 33407.
12. Defendant David Heil ("Defendant Heil") is an individual who conducts business at 3895 Westroads Drive, West Palm Beach, FL 33407.
13. Defendant Patriot SS 300 LLC ("Defendant Patriot SS") is an Ohio limited liability company with its statutory agent located at 13443 Detroit Avenue, Lakewood, OH 44107.
14. Defendant Patriot SS is a nominal Defendant in the within action.

JURISDICTION AND VENUE

15. Subject matter jurisdiction is proper, as this action involves state and common law claims arising in Cuyahoga County, Ohio.
16. Personal jurisdiction is proper pursuant to R.C. § 2307.382.
17. Venue is proper pursuant to Civ. R. 3 (C)(2), (3), and (6).
18. Jurisdiction and venue are proper under the terms of Defendant Patriot SS' Operating Agreement and Option to Purchase incorporated therein. (See Operating Agreement, attached hereto as Ex. 1 and Option to Purchase Agreement, attached hereto as Ex. 2.)

FACTS

19. Plaintiffs are each members of Defendant Patriot SS.
20. Defendant Patriot Capital is also a member of Defendant Patriot SS.
21. Defendants Seizert, Schassberger, and Bergeron are members of Defendant Patriot Capital. Defendants Patriot Capital, Seizert, Schassberger, and Bergeron shall be referred to collectively as the "Patriot Capital Defendants."

22. Defendants Seizert and Schassberger are also the managers of Defendant Patriot Capital under the Operating Agreement.

23. Defendant Patriot SS purchased the real property located at 103-105 Midway Drive, Raeford, North Carolina 28376 (the "Property") on or about November 22, 2019. The Property is further described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Raeford, County of Hoke, State of North Carolina.

Being all of Lot 4, "Wayside Park", Property of Thomas Family Business, as recorded in Slide 262, Page 3, Hoke County Registry.

NOTE FOR INFORMATION: Being Parcel No. 494660101020, of the City of Raeford, County of Hoke

24. The Property is utilized for the rental of self-storage units. Dozens of self-storage units are located at the Property for rent to the public.

25. Plaintiffs and the Patriot Capital Defendants purchased the Property for investment purposes. They sought to stabilize the Property, increase its occupancy, make improvements to the Property, and rent out the storage units at the Property.

26. Plaintiff PDI contributed $250,000 to Defendant Patriot SS in exchange for 10% of Defendant Patriot SS' Membership Interest, and is a "Class A Member" of Defendant Patriot SS.

27. Defendant Patriot Capital owns 65% of Defendant Patriot SS' Membership Interest.

28. Plaintiff Titan contributed services and "sweat equity" in exchange for 18.7% of Defendant Patriot SS' Membership Interest. Plaintiff Titan is an original Member of Defendant Patriot SS.

29. Plaintiff D7B contributed services and "sweat equity" in exchange for 3.3% of Defendant Patriot SS' Membership Interest. Plaintiff D7B is an original Member of Defendant Patriot SS.

30. Plaintiff Cedar purchased 3% of Patriot SS' Membership Interest from LWF Holdings LLC, a nonparty to this action that contributed services and "sweat equity" on or about May 22, 2020.

31. Plaintiff Titan sold 3% of its Membership Interest in Patriot SS to Plaintiff Kinley on or about May 22, 2020. Thus, Plaintiff Kinley owns 3% of Defendant Patriot SS' Membership Interest, and Plaintiff Titan owns 15.7% of Defendant Patriot SS' Membership Interest.

32. Defendant Patriot Capital and Plaintiffs Titan, D7B, Cedar, and Kinley are each Class B Members of Patriot SS.

33. The services and "sweat equity" contributed by the Plaintiffs include, but are not limited to, assisting with underwriting to purchase the Property, negotiating an offer and structuring the deal, raising capital for the down payment and capital improvements to the Property, and providing weekly coaching to the Patriot Capital Defendants relating to improvements, marketing, operations, and similar matters to increase the value of the Property.

34. Plaintiffs and the Patriot Capital Defendants executed Defendant Patriot SS' Operating Agreement (the "Operating Agreement") on or about May 22, 2020.

35. The Patriot Capital Defendants and Plaintiffs Titan and D7B entered into the Option to Purchase Agreement (the "Option"), which is fully incorporated into Section 5.2 of the Operating Agreement.

36. Because the Option was fully incorporated into the Operating Agreement, all references to "Operating Agreement" set forth herein shall include the Operating Agreement and Option.

37. To induce Plaintiffs Titan and D7B to become members of Defendant Patriot SS, the Patriot Capital Defendants granted Plaintiffs Titan and D7B an option to purchase Defendant Patriot Capital's Membership Interest in Defendant Patriot SS under the Option.

38. The purpose of the Option was to ensure the Patriot Capital Defendants performed their obligations under the Operating Agreement and reached various thresholds as managers and majority holders of voting interest of Defendant Patriot SS.

39. Under the Option, Plaintiffs Titan, D7B, and Cedar (as assignee of Plaintiff Titan) were granted an option to purchase Defendant Patriot Capital's Membership Interest in Defendant Patriot SS for $10 per unit upon the occurrence of certain events.

40. Section 3(A) of the Option granted Plaintiffs Titan, D7B, and Cedar the right to purchase 50 of Defendant Patriot Capital's 65 units in Defendant Patriot SS upon any of the following events:

1) theft, deceit, manipulation, or material misrepresentation committed to, against, or towards any other Member or Company itself;
2) dereliction, abandonment, or discharge of GRANTOR's duties to Company prior to Stabilization;
3) neglect of project management operations regarding the Property prior to Stabilization; or,
4) removal as Manager of Company prior to Stabilization.

41. Section 3(B) of the Option granted Plaintiffs Titan, D7B, and Cedar the right to purchase 25 of Defendant Patriot Capital's 65 units in Defendant Patriot SS upon any of the following events:

1) failure to rehab all of the Initial Vacant Units owned by Company on or before the date that is twelve (12) months after Closing on the Property; or,
2) failure to reach Stabilization within Eighteen (18) Months unless at no fault of GRANTOR.

42. Section 2 of the Option defined "Stabilization" as follows:

"Stabilization" means rehabilitation of all of the Initial Vacant Units, common areas, and building exterior, and raising of the overall occupancy of the Property to 80% or greater for a period of 90 consecutive days or more at projected rents of $50 per month for 5x10 units and $75 per month for 10x15 units.

43. When Defendant Patriot SS purchased the Property, the cost basis for the acquisition of and improvements to the Property was approximately $1.15 Million.

44. Plaintiffs provided continued mentorship, oversight, coaching, and consulting services to the Patriot Capital Defendants during the acquisition process and for approximately 15 months thereafter, until February 2021.

45. During said 15 months, the Plaintiffs provided such services on a weekly basis. During the weekly meetings, the Patriot Capital Defendants provided updates to the Plaintiffs, and the Plaintiffs provided the aforementioned services to assist in increasing the value of the Property.

46. At no time during the weekly phone calls that occurred during the 15 months did the Patriot Capital Defendants indicate that they intended on selling or marketing the Property for sale.

47. At various points during these 15 months, the Patriot Capital Defendants inquired as to whether Plaintiffs were interested in selling their membership interest in Defendant Patriot SS to other investors.

48. Plaintiffs generally indicated they would be willing to sell their respective interest in Defendant Patriot SS on favorable business terms.

49. After 15 months of the Plaintiffs' rendering such services, the Property value increased substantially. Occupancy of the Property's storage units increased from approximately 30% at the time of acquisition to approximately 75% tenant occupancy in February 2021.

50. Moreover, market conditions caused a substantial increase in the value of the Property.

51. However, the Property did not reach "Stabilization" as defined in the Option.

52. Without any notice or approval, and unbeknownst to Plaintiffs, on February 21, 2021, the Patriot Capital Defendants told Plaintiffs that Defendant Patriot SS had sold the Property to Defendant State Storage for the sum of $1.15 Million- the approximate cost basis of the Property.

53. This purported sale yielded no profits to the Plaintiffs except for a few payments of preferred returns paid to Plaintiff PDI.

54. After acquiring the Property, Defendant State Storage obtained a mortgage on the Property in the amount of $3,25 Million. Thus, the Property was likely worth in excess of $4 Million at the time of the purported sale to Defendant State Storage.

55. The Patriot Capital Defendants sold the Property for millions of dollars less than its fair market value to deprive Plaintiffs of the value of the Property, and by extension their interest in Defendant Patriot SS.

56. Moreover, the Patriot Capital Defendants knew that Plaintiffs Titan, D7B, and Cedar had grounds to exercise their Option based on the Patriot Capital Defendants' failure to meet their thresholds as provided in the Option.

57. By selling the Property, the Patriot Capital Defendants essentially nullified the Option, even though the Option contemplated the acquisition of the Property.

58. The Patriot Capital Defendants' claimed that they sold the Property because Defendant Schassberger was allegedly being deployed with the military for six months in the Spring.

59. Following the acquisition, Defendant Patriot SS returned Plaintiff PDI's original $250,000 contribution.

60. Except for the contribution returned to Plaintiff PDI, Defendant Patriot SS paid no returns, distributions, return of capital, or equity payments to any Plaintiff.

61. The Patriot Capital Defendants never informed Plaintiffs that they intended on marketing or selling the Property until after the completion of the sale of the Property.

62. In fact, the Patriot Capital Defendants signed the purchase agreement to allegedly sell the Property to Defendant State Storage on November 17, 2020, more than three months before they transferred the Property to Defendant State Storage.

63. From November 17, 2020 through February 21, 2021, Plaintiffs were communicating with the Patriot Capital Defendants on weekly calls regarding the Property, but the Patriot

Capital Defendants never mentioned that they had executed a purchase agreement to purportedly sell the Property.

64. Section 7.2 of the Operating Agreement required the Manager to furnish each member with "pertinent information regarding the Company and its activities," "within a reasonable period after the end of each of the Company's fiscal years and quarters."

65. The execution of the purported purchase agreement to Defendants State Storage constituted "pertinent information" which the Patriot Capital Defendants were required to disclose to Plaintiffs.

66. Moreover, Section 1.3 of the Operating Agreement states, "The purpose of the Company is to acquire, finance, rehab, adaptively reuse, lease out, manage, and operate the property located at the Property."

67. The Patriot Capital Defendants violated Section 1.3 of the Operating Agreement by fraudulently conveying the Property to Defendant State Storage, as the purpose clause did not include sale or transfer of the Property.

68. Following the purported sale of the Property from Defendant Patriot SS to Defendant State Storage, the Plaintiffs discovered that the transaction was far from arm's length.

69. In fact, Plaintiffs discovered that Defendant Seizert is a member, affiliate, agent, and employee of Defendant State Storage.

70. Each of the Patriot Capital Defendants financially benefitted from the fraudulent sale of the Property to Defendant State Storage, including receiving interest in Defendant State Storage or related entities, monies outside of the sale, and/or other compensation.

71. The stated reason the Patriot Capital Defendants provided for selling the Property well below its market value, namely, Defendant Schassberger's alleged deployment, was false.

72. The Patriot Capital Defendants' fraudulent sale of the Property to Defendant State Storage at millions of dollars below its market value was essentially a theft of Plaintiffs'

membership interest to themselves and other investors without providing any value to Plaintiffs in return.

73. Because the Property was the only significant asset of Defendant Patriot SS, the Patriot Capital Defendants' fraudulent sale of the Property to Defendant State Storage for millions of dollars below its market value stripped Plaintiffs of the entire value of their Membership Interest in Defendant Patriot SS.

74. The fraudulent sale further allowed the Patriot Capital Defendants to benefit from the increase in value of the Property while depriving Plaintiffs the benefit of same.

75. Moreover, the fraudulent sale allowed the Patriot Capital Defendants to avoid their obligations under the Option, which Plaintiffs Titan, D7B, and Cedar had the right to exercise.

76. In fact, the fraud perpetrated against the Plaintiffs Titan, D7B, and Cedar was sufficient for them to exercise the Option, however, given that the Property had transferred to Defendant State Storage, the Option lost all of its value.

77. Defendants State Storage, Gentile, and Heil (collectively, the "State Storage Defendants") conspired with the Patriot Capital Defendants to effectively steal the Plaintiffs' Membership Interest in Defendant Patriot SS without providing Plaintiffs any value in return.

78. At all relevant times herein, the State Storage Defendants conspired to compensate the Patriot Capital Defendants with interest in Defendant State Storage and similar side dealings to deprive Plaintiffs of the value of the Property.

COUNT ONE: FRAUD
(as to the Patriot Capital Defendants)

79. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

80. The Patriot Capital Defendants represented that they would purchase the Property with Plaintiffs as members of Defendant Patriot SS for investment purposes.

81. The Patriot Capital Defendants further represented that they would utilize the funds, know-how, and services provided by the Plaintiffs to stabilize the Property, increase its occupancy, make improvements to the Property, and rent the Property for substantial profit for the mutual benefit of Plaintiffs and the Patriot Capital Defendants, as members of Defenant Patriot SS.

82. The Patriot Capital Defendants further entered into the Option to induce Plaintiffs' contributions to Defendant Patriot SS and the Property.

83. Each of such representations were materially false, and the Patriot Capital Defendants knew of their falsity.

84. The Patriot Capital Defendants intentionally made such misrepresentations to induce Plaintiffs into paying contributions and rendering services to Defenant Patriot SS for investments in the Property.

85. Plaintiffs justifiably relied on the representations of the Patriot Capital Defendants by paying contributions and rendering services to Defendant Patriot SS and entering into the Option.

86. The Patriot Capital Defendants utilized the money and resources of Plaintiffs to increase the value of the Property, then entered into a sham sale to deprive Plaintiffs of the value of their interest in Defendant Patriot SS and the Property, to the Patriot Capital Defendants' financial benefit.

87. As a result of the Patriot Capital Defendants' fraud, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and

Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

88. The Patriot Capital Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT TWO: BREACH OF CONTRACT
(As to the Patriot Capital Defendants)

89. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

90. Plaintiffs and the Patriot Capital Defendants are parties to Defendant Patriot SS' Operating Agreement.

91. The Patriot Capital Defendants breached Defendant Patriot SS' Operating Agreement in multiple ways, including, but not limited to, failing to acting in good faith, making material misrepresentations regarding the Company, failing to furnish each member with pertinent information regarding the Company prior to the purported sale, fraudulently transferring the Property to Defendant State Storage, unlawfully terminating the Option, failing to pay distributions to Plaintiffs, and other violations of the Operating Agreement.

92. As a result of the Patriot Capital Defendants' breaches, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

93. The Patriot Capital Defendants' breaches of the Operating Agreement were fraudulent, intentional, reckless, willful, wanton, and grossly negligent. As such, the Patriot Capital Defendants should be afforded no right of indemnity, immunity, or payment of attorney fees by Defendant Patriot SS under the Operating Agreement.

COUNT THREE: BREACH OF FIDUCIARY DUTY
(As to the Patriot Capital Defendants)

94. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

95. This Count is brought by Plaintiffs directly as well as derivatively on behalf of Defendant Patriot SS pursuant to R.C. § 1706.62.

96. The Patriot Capital Defendants owe fiduciary duties of care, loyalty, good faith, and to act in a manner they reasonably believe to be in or not opposed to the best interests of Plaintiffs and Defendant Patriot SS pursuant to R.C. § 1706.311 and R.C. § 1706.31.

97. The Patriot Capital Defendants breached these fiduciary duties to Plaintiffs and Defendant Patriot SS by entering into a sham sale to deprive Plaintiffs of their Membership Interest and Defendant Patriot SS of its value, failing to account to Plaintiffs and Defendant Patriot SS for its property, appropriating business opportunities of Plaintiffs and Defendant Patriot SS, dealing with Plaintiffs and Defendant Patriot SS on behalf of parties having an interest averse to Plaintiffs and Defendant Patriot SS, engaging in intentional, grossly negligent, and reckless misconduct and knowing violations of the law, and failing to operate in good faith and fair dealing.

98. As a result of the Patriot Capital Defendants' breaches, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

99. The Patriot Capital Defendants may not seek the protection of the business judgment rule.

100. The Patriot Capital Defendants' breaches of their fiduciary duties were fraudulent, intentional, reckless, willful, wanton, and grossly negligent. As such, the Patriot Capital Defendants should be afforded no right of indemnity, immunity, or payment of attorney fees by Defendant Patriot SS under the Operating Agreement.

101. The Patriot Capital Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT FOUR: ACCOUNTING
(As to the Patriot Capital Defendants and Defendant Patriot SS)

102. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

103. Plaintiffs are entitled to an accounting of all Defendant Patriot SS' financial records, bank statements, invoices, receipts, tax records, profit/loss statements, reports, spreadsheets, ledgers, 1099s, W-2s, agreements, contracts, closing documents, expense reports, income statements, accounting records, accountant and bookkeeper information, communications (including emails) to and from all bookkeepers and accountants, communications (including emails) with the State Storage Defendants, and other financial, business, and similar records.

104. Despite such entitlement, the Patriot Capital Defendants have refused to account to Plaintiffs for such information and accounting.

105. Therefore, this Court should issue an Order requiring the Patriot Capital Defendants and Defendant Patriot SS to account to Plaintiffs for all Defendant Patriot SS' assets, funds, payments made or purported to be made on its behalf, financial records, contracts, and other documents set forth above.

COUNT FIVE: EXPULSION
(As to Defendant Patriot Capital)

106. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

107. This Count is brought by Plaintiffs directly as well as derivatively on behalf of Defendant Patriot SS.

108. R.C. § 1706.411(D)(1)-(3) provides the following:

> "On application by the limited liability company, the person is expelled as a member by tribunal order for any of the following reasons:

(1) The person has engaged, or is engaging, in wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the limited liability company's activities.

(2) The person has willfully or persistently committed, or is willfully or persistently committing, a material breach of the operating agreement or the person's duties or obligations under this chapter or other applicable law.

(3) The person has engaged, or is engaging, in conduct relating to the limited liability company's activities that makes it not reasonably practicable to carry on the activities with the person as a member."

109. The Patriot Capital Defendants have engaged in a pattern of wrongful conduct that has adversely and materially affected, or will adversely and materially affect, Defendant Patriot SS' activities.

110. Further, the Patriot Capital Defendants have willfully or persistently committed, or are willfully or persistently committing, a material breach of the Operating Agreement, as well as their duties and/or obligations under R.C. § 1706.311 et seq.

111. Moreover, the Patriot Capital Defendants have engaged, or is engaging, in conduct relating to Defendant Patriot SS that makes it not reasonably practicable to carry on the activities with Defendant Patriot Capital as a member.

112. Such conduct and breaches are set forth above.

113. As a result of such conduct and breaches, Defendant Patriot Capital should be expelled as a member of Defendant Patriot SS.

114. Plaintiffs requests that this Court issue an Order expelling Defendant Patriot Capital as a member of Defendant Patriot SS.

115. As a result of the Patriot Capital Defendants' willful misconduct and malice, Plaintiffs are further entitled to attorney fees and punitive damages.

COUNT SIX: DECLARATORY RELIEF- REMOVAL OF MANAGER
(As to Defendant Management)

116. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

117. Section 5.3(b) of the Operating Agreement provides:

> (b) The Manager shall be removed if the Manager:
>
> 1. Engages in activity related to its duties owed to the Company that constitutes bad faith, fraud, gross negligence, a willful violation of law, or willful disregard of such duties,
>
> 2. Engages in manipulation or material misrepresentation committed to, against, or towards any other Member or Company itself,
>
> 3. Is determined to be guilty of a crime related to the business or affairs of the Company, including but not limited to any theft-related or deceit-related crime, whether or not charged or convicted of such crime, so long as Manager had reasonable cause to believe that the act or omission was unlawful at the time it was taken, or
>
> 4. Engages in conduct detrimental to the Company, including personal or moral conduct which materially affects the good will or reputation of the Company.

118. Defendants Seizert and Schassburger are the managers of Defendant Patriot SS.

119. Defendants Seizert and Schassburger have engaged in activity related to its duties owed to Plaintiffs and Defendant Patriot SS that constitutes bad faith, fraud, gross negligence, a willful violation of law or willful disregard of such duties, and otherwise took actions that Defendant Seizert and Schassburger had reasonable cause to believe was unlawful at the times they were taken.

120. As such, Plaintiffs are entitled to, and request, an Order removing Defendants Seizert and Schassburger as managers of Defendant Patriot SS.

COUNT SEVEN: FRAUDULENT CONVEYANCE
(as to all Defendants)

121. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

122. At all relevant times herein, Plaintiffs are "creditors" of the Patriot Capital Defendants and Defendant Patriot SS.

123. The Patriot Capital Defendants caused Defendant Patriot SS to sell the Property with intent to hinder, delay, and defraud Plaintiffs.

124. The Patriot Capital Defendants and Defendant Patriot SS did not receive a reasonable equivalent value in exchange for the Property when they fraudulently conveyed the Property to Defendant State Storage.

125. Said transfer rendered Defendant Patriot SS and the Patriot Capital Defendants insolvent.

126. Defendant State Storage was at all times an insider of the Patriot Capital Defendants and knew of the fraudulent nature of the transfer.

127. Plaintiffs request all of the remedies afforded under R.C. § 1336.07, including, but not limited to, avoidance of the fraudulent transfer of the Property, an injunction against further disposition of the Property, the appointment of a receiver of the Property, and other relief enumerated therein.

128. Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT EIGHT: CIVIL THEFT
(as to the Patriot Capital Defendants and Defendant Patriot SS)

129. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

130. Plaintiffs assert this cause of action pursuant to R.C. § 2307.61 et seq.

131. The Patriot Capital Defendants' actions on behalf of Defendant Patriot SS in fraudulently transferring the Property to deprive Plaintiffs of the value of their interest constitutes a theft offense pursuant to R.C. § 2913.01.

132. As a result of the Patriot Capital Defendants' breaches, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to

Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

133. Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

134. Plaintiffs are additionally entitled to treble damages pursuant to R.C. §2307.61.

COUNT NINE: TORTIOUS INTERFERENCE
(as to the State Storage Defendants)

135. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

136. A valid Operating Agreement and business relationship existed between Plaintiffs, Defendant Patriot SS, and the Patriot Capital Defendants.

137. The State Storage Defendants knew of said Operating Agreement and business relationship.

138. The State Storage Defendants improperly interfered with said Operating Agreement and business relationship by assisting the Patriot Capital Defendants to defraud Plaintiffs by participating in the fraudulent transfer of the Property to Defendant State Storage, thereby defrauding Plaintiffs of the value of the Plaintiffs' Membership Interest in Defendant Patriot SS.

139. As a result of the Patriot Capital Defendants' breaches, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

140. The State Storage Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

COUNT TEN: CIVIL CONSPIRACY
(as to all Defendants)

141. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

142. Each of the Defendants conspired with each other to perpetrate the fraud and theft against Plaintiffs.

143. Each of the Defendants committed unlawful acts in furtherance of such conspiracy.

144. Said unlawful acts were committed independent of the conspiracy itself.

145. As a result of the Patriot Capital Defendants' breaches, Plaintiffs have suffered significant damages, including damages exceeding $1,000,000, lost value of the Property and Plaintiffs' respective interest in Defendant Patriot SS, losses of their contributions to Defendant Patriot SS, lost expectancy including profits and distributions, and other losses.

146. Defendants' actions were at all times fraudulent, taken in bad faith and with actual malice, grossly negligent, reckless, intentional, willful, and wonton, entitling Plaintiffs to attorney fees and punitive damages.

147. As a result of Defendants' conspiracy against Plaintiffs, Defendants are jointly and severally liable for Plaintiffs' losses.

COUNT ELEVEN: PIERCING
(as to all Defendants)

148. Plaintiffs restate all allegations set forth in their Complaint as if fully rewritten herein.

149. Defendants Seizert, Schassberger, and Bergeron misused the corporate veils of Defendants Patriot Capital, Patriot SS, and State Storage to attempt to shield their fraud and unlawful acts against Plaintiffs.

150. Defendants Gentile and Heil misused the corporate veils of Defendant State Storage to attempt to shield their fraud and unlawful acts against Plaintiffs.

151. Defendants Seizert, Schassberger, and Bergeron exercised and continues to exercise control over Defendants Patriot Capital, Patriot SS, and State Storage in a manner that is

so complete that Defendants Patriot Capital, Patriot SS, and State Storage have no separate mind, will, or existence of their own.

152. Defendants Gentile and Heil exercised and continues to exercise control over Defendant State Storage in a manner that is so complete that Defendant State Storage has no separate mind, will, or existence of its own.

153. Defendants Seizert, Schassberger, and Bergeron's control over Defendants Patriot Capital, Patriot SS, and State Storage was exercised in such a manner as to commit fraud, an illegal act, or a similarly unlawful act against Plaintiffs and Defendant Patriot SS, as described above.

154. Defendants Gentile and Heil's control over Defendant State Storage was exercised in such a manner as to commit fraud, an illegal act, or a similarly unlawful act against Plaintiffs and Defendant Patriot SS, as described above.

155. Plaintiffs suffered injuries and loss as a result of such control and wrongful conduct of the Defendants.

156. As such, Plaintiffs are entitled to an Order piercing the corporate veil of Defendants Patriot Capital, Patriot SS, and State Storage such that Defendants Seizert, Schassberger, Bergeron, Gentile, and Heil are personally liable for all losses suffered by Plaintiffs alleged herein.

WHEREFORE, Plaintiffs prays for the following:

A. Compensatory damages in an amount greater than $25,000 against all Defendants, jointly and severally;

B. Punitive damages in the maximum amount permitted under Ohio law as to the Patriot Capital Defendants and the State Storage Defendants, jointly and severally;

C. Treble damages pursuant to R.C. §2307.61 as to the Patriot Capital Defendants and the State Storage Defendants, jointly and severally;

D. Court costs and attorney fees;

E. Pre- and post-judgment interest;

F. Expulsion of Defendant Patriot Capital as a member and officer of Defendant Patriot SS;

G. Removal of Defendants Seizert and Schassburger as managers of Defendant Patriot SS;

H. That the fraudulent conveyance of the Property to Defendant State Storage be set aside;

I. That the corporate veil of Defendants Patriot Capital, Patriot SS, and State Storage be pierced; and

J. Any other relief this Court deems fair, just, and equitable.

Respectfully Submitted,

/s/Ziad Tayeh

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AMENDED OPERATING AGREEMENT OF
PATRIOT SS 300 LLC

This AMENDED OPERATING AGREEMENT ("Agreement") is entered into and shall be effective as of the 22nd day of May, 2020, by and between PATRIOT SS 300 LLC, an Ohio limited liability company (the "Company"), those Persons executing this Agreement as Class A Members of the Company from time to time, those Persons executing this Agreement as Class B Members, and the Company's initial Manager on the following terms and conditions:

ARTICLE I
THE COMPANY

1.1 Organization. Company was organized on behalf of the undersigned Members as a limited liability company pursuant to the Act by filing Articles of Organization with the Secretary of State of Ohio on November 8, 2019. This Amended Operating Agreement shall replace and supersede all prior operating agreements of Company as of the date of execution.

1.2 Company Name. The name of the Company is "PATRIOT SS 300 LLC". The Company shall hold all of its property in the name of the Company or pursuant to its contractual agreements and not in the name of any Member, except as approved by the Manager.

1.3 Purpose. The purpose of the Company is to acquire, finance, rehab, adaptively reuse, lease out, manage, and operate the property located at the Property.

1.4 Address of Business. The business address of the Company shall be 13443 Detroit Ave., Lakewood, OH 44107, or such other address as is adopted as the business address of the Company by the Manager.

1.5 Term. The Company commenced on the date its Articles of Organization ("Articles") were filed with the Secretary of State of Ohio and shall continue until the winding up and liquidation of the Company, and its business is completed following a Liquidating Event, as provided in Article X hereof.

1.6 Filing Agent for Service of Process.

(a) The Manager (and, if necessary, the Members) shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Ohio. The Manager (and, if necessary, the Members) shall cause amendments to the Articles to be filed whenever required by the Act.

Exhibit 1

(b) The Manager (and, if necessary, the Members) shall execute and cause to be filed amended Articles and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

(c) The agent for service of process on the Company shall be Boumitri Law LLC, whose address is 13443 Detroit Ave., Lakewood, Ohio 44107 or any successor as appointed by the Manager.

(d) Upon the dissolution of the Company, the Manager (and, if necessary, the Members) shall promptly execute and cause to be filed certificates of dissolution in accordance with the Act and the laws of any other states or jurisdiction in which the Company engages in business.

1.7 Independent Activity. Each Member and its Affiliates may, notwithstanding this Agreement, engage in whatever activities they choose, whether the same be competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any other Member. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent a Member, or its Affiliates, from engaging in such activities, or require any Member or their Affiliates to permit the Company or any Member to participate in any such activities, and as material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

1.8 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Ohio Revised Code Title 17, Chapter 1705 et seq., as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement 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

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit 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.

(c) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, general partner, or manager of such Person, or (iv) any Person who is an officer, director, general partner, manager, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls", "is controlled by", or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(d) "Agreement" means the Operating Agreement of the Company, as amended and restated from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. The Members acknowledge and agree that, if so required by a Company lender, the Agreement may be amended to reflect reasonable, customary provisions required by a lender, without any approval by the Class A Preferred Members.

(e) "Balance Sheet" means the Company's internal balance sheet created by the Company's accountant.

(f) "Capital Account" means, with respect to any Member, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, any items in the nature of income and/or gain which are specially allocated pursuant to Sections 3.3 and 3.4 hereof, and the amount of any Company liabilities assumed by such Person or which are secured by any property distributed to such Person.

(ii) To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of expenses or losses which are specially allocated pursuant to Sections 3.3 and 3.4 hereof, and the amount of any liabilities of such Person assumed by the Company or which are secured by any property contributed by such Person to the Company.

(iii) In the event all or a portion of an 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.

(iv) In determining the amount of any liability for purposes of Sections 1.8(f)(i), and 1.8(f)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities secured by contributed or distributed property which are assumed by the Company or the Members), are computed in order to comply with such Regulations, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Article X hereof upon the dissolution of the Company. The Manager also shall (1) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (2) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Company of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(g) "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the interest in the Company held by such Person.

(h) "Cash From Operations" means the income and fees plus other cash proceeds plus or minus the Company's Net Profit Participations from its transactions from Company operations.

(i) "Class A Preferred Interests" means Interests of the Company having the rights of Class A Preferred Interests set forth in this Agreement. "Class A Member(s)" means Member(s) holding Class A Preferred Interests. Except as specifically set forth in this Agreement and under the Act, Class A Preferred Interests shall not have any management or voting rights. In no event will a Class A Preferred Member incur or be required to incur any personal liability of any kind for any loans or debts of the Company. Class A Preferred Interests and Class A Preferred Members shall be converted to Class A Interests and Class A Members as expressed in this Agreement.

(j) "Class B Interests" means Interests of the Company having the rights of the Class B Interests set forth in this Agreement. "Class B Members" means the Members holding Class B Interests.

(k) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(l) "Company" means the limited liability company formed pursuant to this Agreement and which continues the business of this company in the event of dissolution as herein provided.

(m) "Company Operating Expenses" means the Company's operating expenses paid by the Company or the Manager, including its portion of directly incurred expenses for communication with its Members, the Company's Management Fee, the Company's professional fees, software expenses, banking fees, loan servicing fees, shared operating

expenses, including, but not limited to, technology, communication, and other forms of shared expenses allocated in a reasonable manner by the Manager and all other expenses related to management and protection of the Company's assets including the Property, any payments on any obligations incurred by the Company

(n) "Company Minimum Gain" means "partnership minimum gain" as defined in Section 1.704-2(b)(2) of the Regulations, and shall be determined in accordance with Section 1.704-2(d) of the Regulations.

(o) "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 Gross Asset 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 be an amount which bears the same ratio to such beginning Gross Asset 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 the federal income tax depreciation, amortization, or other cost recovery for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

(p) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager and the contributing Member,

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member, (b) the distribution by the Company to a Member of property as consideration for an interest in the Company, and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b) (2) (ii) (g), provided; however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as determined by the Manager; and

(iv) The Gross Asset Values of Company 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 Regulations Section 1.704-1(b)(2)(iv)(m) and Section 3.3 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.8(p)(iv) to

the extent the Manager determines that an adjustment pursuant to Section 1.8(p)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.8(p)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.8(p)(i), Section 1.8(p)(ii), or Section 1.8(p)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(q) "Interest" means a membership interest in the Company, which includes a fractional portion in the Company's Profits, Losses and non-liquidating distributions. The fractional portion represented by an Interest is one divided by the total number of Interests from time to time. "Interests" means all such ownership interests, and shall consist of Class A Preferred Interests and Class B Interests. "Interest" has the same meaning as "Unit."

(r) "Manager" shall mean Sterling Seizert or James Schassburger, each of whom shall have all of the powers, duties, and obligations of a manager pursuant to the Act and as otherwise set forth in this Agreement, and each of which has authority to act independently of the other to accomplish the powers, duties, and obligations of the Manager.

(s) "Management Operating Expenses" means the Manager's office expense, its unallocated telephone and communication expense, its regular personnel expenses (but not personnel, consultants or others).

(t) "Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Section 1.704-2(b)(4) of the Regulations.

(u) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability (as defined in Section 1.704-2(b)(3) of the Regulations) determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(v) "Member Nonrecourse Deduction" means "partner nonrecourse deductions" as defined in Section 1.704-2(i)(1) of the Regulations, and shall be determined in accordance with Section 1.704-2(i)(2) of the Regulations.

(w) "Members" means all Persons holding an Interest of the Company and shall consist of, unless the text indicates otherwise, all Class A Preferred Members and all Class B Members. "Member" means any one of the Members.

(x) "Net Cash From Operations" means the income and fees plus other cash proceeds including the Company's Net Profit Participations from its transactions from Company operations less the portion thereof used to pay for all Company Operating Expenses, losses incurred in any applicable quarter, Management Operating Expenses, the Management Fee, debt payments, capital improvements, or establish Reserves for any

irregular expenses, losses and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established.

(y) "Net Profit Participations" shall mean the gains and income from other than interest income and fees.

(z) "Nonrecourse Deductions" shall have the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(aa) "Offering Period" means the period during which the Class A Preferred Interests in the Company are offered for sale.

(bb) "Property" means the land and property located at 103 Midway Drive, Raeford, North Carolina 28376.

(cc) "Person" means any individual, limited liability company, partnership, corporation, trust, or other entity.

(dd) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(cc) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.8(cc), shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.8(p)(ii) or Section 1.8(p)(iii) hereof, 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;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall

be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.8(o) hereof; and

(vi) Notwithstanding any other provisions of this Section 1.8(cc), any items which are specially allocated pursuant to Section 3.3, Section 3.4 or Section 3.5 hereof shall not be taken into account in computing Profits or Losses.

(dd) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(ee) "Reserves" shall mean the greater of the reserves set in the sole discretion of the Manager.

(ff) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate or otherwise dispose of.

(gg) "Unit" means a unit of Interest in the Company. See "Interest." A Class A Preferred Unit or Interest in the Company shall be issued for $250,000.00 per Class A Preferred Unit/Interest.

ARTICLE II
ADMISSION OF CLASS A PREFERRED MEMBERS; CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTERESTS

2.1 Class A Interests. The Company is offering Class A Preferred Units for purchase pursuant to Rule 506(b) of Regulation D promulgated under the Securities Act. Accordingly, only Accredited Investors and up to 35 non-Accredited Investors may become Investors in the Company. The Company has the right to rely on Section 4(a)(2) which is broader than Rule 506(b) if it needs or wants to in the future. Rule 506(b) is promulgated under Section 4(a)(2) and is a safe harbor under that section. The minimum initial investment amount by any Person acquiring a Class A Preferred Interest is $250,000.00 in exchange for One (1) Class A Preferred Units, subject to the right of the Manager to accept lesser amounts in its sole and absolute discretion. All Capital Contributions made by a Class A Preferred Member shall be paid in cash, unless otherwise approved by the Manager in its sole and absolute discretion. The Company shall initially offer One (1) Class A Preferred Unit, subject to increase or decrease at the sole and absolute discretion of Manager. Each Class A Preferred Unit is Ten Percent (5.00%) of the ownership interests in the Company. At One (1) Class A Unit, the Class A Interests shall hold ownership of an aggregate of Ten Percent (10.00%) of the ownership interests in Company.

2.2 Admission of Class A Preferred Members. The Manager may, in its sole discretion, as of the first day of any month or at any other time during the Offering Period that the Manager determines, in its sole discretion, admit additional investors from which the Manager has accepted subscriptions as additional Class A Preferred Members. The Manager may also accept additional Capital Contributions during the Offering Period from previously admitted Class A Members, provided such additional Capital Contribution is in the minimum amount of $50,000, unless the Manager decides to accept a lesser amount in its sole discretion. Each Class A Preferred Member

shall be deemed admitted to the Company as of the date determined by the Manager and Exhibit A shall be revised to reflect such new Class A Preferred Member by the Manager without further action by the Members. The date of admission of the investor as a Class A Preferred Member or the date of admission of additional capital as additional interests may differ from the date the Company receives payment from the investor, from the dates on Subscription Booklets or similar. The Manager shall determine the date of admission based on reasonable criteria it determines applied reasonably by the Manager.

2.3 Class B Interests. The Class B Interests, also called the Class B Units, which are common units, hold ownership in Ninety Percent (90.00%) of the overall ownership of Company. The names and addresses of the Class B Members and any Class A Common Unit members shall also be maintained on Schedule 1, provided Schedule 1 may be maintained in the books and records of the Company. Except as specifically set forth in this Agreement, the Manager has all of the management and voting rights of the Company. The Company and the Manager shall determine the Capital Contributions of the Class B Members and record them in the books and records of the Company. If the holder of a Class B Unit transfers a Class B Unit to any person other than (a) a Related Party of the Class B Holder, or (b) another Class B Holder, then the transfer shall require the approval of the Manager. A Class A Common Unit holds the same rights and powers as a Class A Preferred Unit (i.e. non-voting), but shall receive equitable distributions at the same time as the Class B Unitholders.

2.4 Other Matters.

(a) Except as otherwise provided in this Agreement, no Member shall demand or receive a return of its Capital Contributions or withdraw from the Company without the consent of the Manager.

(b) Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

(c) No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise, except as otherwise provided in this Agreement.

2.5 Rights or Powers. Except as otherwise set forth in this Agreement, no Class A Preferred Member shall have any right or power to take part in the management or control of the Company or its business and affairs, or to act for or bind the Company in any way, or have any voting rights of any kind. Except as otherwise set forth in this Agreement, no Class A Common Member if there shall be Class A Common Members, shall have any right or power to take part in the management or control of the Company or its business and affairs, or to act for or bind the Company in any way, or have any voting rights of any kind.

ARTICLE III
ALLOCATIONS

3.1 Profits. After giving effect to the special allocations set forth in Sections 3.3, 3.4 and 3.5 hereof, Profits for any fiscal year shall be allocated as follows:

(a) First to the Class A Preferred Members until such time as the Class A Preferred Members receive their "Preferred Distribution" (as defined in Section 4.1(i)(a) below); and

(b) Second, to the Members in proportion to their previously allocated Losses pursuant to Section 3.2(a), if any, and in amount equal to such Losses;

(c) Thereafter, to the Class A Members and the Class B Member(s) in proportion to their pro-rata share of the overall equity in Company.

3.2 Losses. After giving effect to the special allocations set forth in Sections 3.3, 3.4 and 3.5 hereof, Losses for any fiscal year shall be allocated as follows:

(a) First, to the Members in proportion to and to the extent the excess of (i) aggregate Profits allocated to each Member pursuant to Section 3.1 hereof for all prior Fiscal Years, over (ii) the aggregated Losses allocated to each such Member pursuant to this Section 3.2 for all prior fiscal years;

(b) Thereafter, to the Class A Members and the Class B Members in proportion to their pro-rata share of the overall equity in Company.

Losses may not be allocated to a Member to the extent such an allocation would cause the Member to have an Adjusted Capital Account Deficit or would increase the Member's Adjusted Capital Account Deficit until such time as all of the Members have a zero or negative Capital Account in which case Losses would be allocated to the Class A Preferred Members and Class B Member in proportion to their Interests.

3.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain during any year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704(i) (4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially

allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member 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), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been tentatively made as if Section 3.3(c) hereof and this Section 3.3(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any year shall be specially allocated to the Members in the same manner as Losses.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

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

3.4 Curative Allocations.

(a) The "Basic Regulatory Allocations" consist of allocations pursuant to Section

3.3 hereof. Notwithstanding any other provision of this Agreement, other than the Basic Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.4(a) shall only be made with respect to allocations pursuant to Section 3.3 hereof to the extent the Manager reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(b) The Manager shall have reasonable discretion, with respect to each Company fiscal year, to (i) apply the provisions of Sections 3.4(a) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Basic Regulatory Allocations, and (ii) divide all allocations pursuant to Sections 3.4(a) hereof among the Members in a manner that is likely to minimize such economic distortions.

3.5 Other Allocations Rules.

(a) 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 permissible method under Code Section 706 and the Regulations thereunder.

(b) All allocations to the Members pursuant to this Article III shall, except as otherwise provided, be divided among the Members in proportion to their Interests.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(d) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

3.6 Tax Allocations: Code Section 704(c). 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 shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income purposes and its initial Gross Asset Value (computed in accordance with Section 1.8(p)(i) hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.8(p)(ii) hereof, 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 Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.6 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, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE IV
DISTRIBUTIONS

4.1 Distributable Cash. To the extent that the Company has Net Cash From Operations in any quarterly period ("Distributable Cash"), but subject to the Company's right to maintain sufficient working capital reserves, the Company shall make distributions of its Distributable Cash to its Members quarterly (which may be distributed more often as determined by the Manager) as follows:

(a) to the Class A Preferred Members until they have received an amount up to, but not to exceed, two and one-half percent (2.5%) interest equating to ten percent (10%) annually for their unreturned initial capital contributions (the "Preferred Distribution");

(b) thereafter, one hundred percent (100%) shall be distributed to the holders of the Class A Preferred Units to return their initial capital contributions until the holders of the Class A Preferred Units have received a return of all of their initial capital contributions;

(c) then, to all of the Class B Members and the Class A Members (which will include all Class A Preferred Members as Class A Preferred Interests will have been converted to Class A Common Interests upon the return of all initial capital contributions) in proportion to their pro-rata share of the overall equity in Company.

(d) Distributions may be made at such times as the Manager may determine in its sole and absolute discretion.

4.2 Liquidating Distributions. All distributions in anticipation of, or subsequent to, a Liquidation Event must be made as provided in Article X.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Company shall be treated as amounts distributed to the Members pursuant to this Article IV for all purposes under this Agreement. The Manager shall allocate any such amounts among the Members in any manner that is in accordance with applicable law.

ARTICLE V
MANAGEMENT

5.1 Manager.

(a) Management of the business and affairs of the Company shall be vested in one or more Managers. A Manager shall be appointed by the Class B Members and shall hold office until a successor is selected and qualified or until such Manager's earlier death, resignation, expulsion, or removal. All terms in this Agreement that contemplate,

and references in this Agreement to, multiple Managers shall be read in the singular, as appropriate in the context, to the extent that the Company has only one Manager at any given time. All terms in this Agreement that contemplate, and references in this Agreement to, a single Manager shall be read in the plural, as appropriate in the context, to the extent that the Company has more than one Manager at any given time.

(b) Except for matters expressly requiring the approval of the Members pursuant to this Agreement or the Act, the business and affairs of the Company shall be managed by the Manager pursuant to this Article V.

1. In performing its duties or exercising its authority, the Manager is entitled to rely on information, opinions, reports, or statements, including, but not limited to, financial statements and other financial data, that is prepared or presented by the following persons or groups unless it has knowledge concerning the matter in question that would cause such reliance to be unwarranted: one or more Members, officers, employees, or Affiliates of the Company who the Manager reasonably believes to be reliable and competent in the matters presented; or

2. Any attorney, public accountant, or other person as to matters that the Manager reasonably believes to be within such person's professional, expert competence, or to be sufficiently knowledgeable as to the matters involved.

5.2 Powers and Duties of the Manager; Limitations on Powers. The Manager (or any officer or agent acting at the direction of the Manager) shall manage the business affairs of the Company, as the Manager determines in its sole discretion. The Manager shall have the general powers and duties of management typically vested in a director or board of directors of a corporation, and all powers and duties necessary, advisable, or convenient to administer and operate the business and affairs of the Company, and such other powers and duties as may be necessary or implied by law. Such powers and duties shall exclude the following, all of which shall require a Majority Vote of the Class B Members: (i) to select and remove officers (as more fully described in Section 5.6), agents, and employees of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles, and this Agreement, and fix their compensation; (ii) to borrow money and incur indebtedness on behalf of the Company for the purposes of the Company, and to cause to be executed and delivered therefor, in the name of the Company, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidence of debt and securities (including, but not limited to, loans from Members and/or Affiliates under such terms and conditions as determined by Manager in its sole and absolute discretion); (iii) to offer, issue, and sell securities of the Company with such terms and provisions as are advisable to accomplish the goals of the Company, including the right to issue options, warrants, or rights of any kind, or to issue profits interests as the case may be; including the right to amend the Operating Agreement to accomplish the forgoing, provided such amendment is otherwise authorized hereunder; (iv) to change the principal office of the Company from one location to another and to establish from time to time one or more subsidiary offices of the Company; and (v) to enter into or commit to any agreement, contract, commitment, instrument, deed, mortgage, or obligation on behalf of the Company for any Company purpose other than in the ordinary course of business. The Manager is specifically tasked with conducting the business of the Company, including business with Affiliates of the Company; fulfilling any and all obligations

of the Company, including those contained in the Private Placement Memorandum pertaining to the Company, as the same maybe updated, supplemented or revised from time to time; contracting or subcontracting with a property management firm to perform some of the duties of management of the real property of the Company, and to hire such firms, realtors, or other agents to find tenants; and engaging in all acts necessary, and not specifically excluded, to conduct business of the Company.

5.3 Removal, Resignation and Vacancies.

(a) The Manager may resign at any time by giving written notice to the Company and the Members. Upon such resignation by one Manager, the remaining Manager shall continue as Manager of the Company. If all Managers resign, Class B Members Titan Buildings LLC ("Titan") and D7B LLC ("D7B") shall have authority to appoint the successor manager. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) The Manager shall be removed if the Manager:

1. Engages in activity related to its duties owed to the Company that constitutes bad faith, fraud, gross negligence, a willful violation of law, or willful disregard of such duties,

2. Engages in manipulation or material misrepresentation committed to, against, or towards any other Member or Company itself,

3. Is determined to be guilty of a crime related to the business or affairs of the Company, including but not limited to any theft-related or deceit-related crime, whether or not charged or convicted of such crime, so long as Manager had reasonable cause to believe that the act or omission was unlawful at the time it was taken, or

4. Engages in conduct detrimental to the Company, including personal or moral conduct which materially affects the good will or reputation of the Company.

If such an event of resignation or removal occurs, and a successor manager is not appointed pursuant to Section 5.3(a), the Company shall not be dissolved and will not be required to be wound up if, within 180 days after the occurrence of the event of withdrawal or the removal of the Manager, the Class A Members and/or Class A Preferred Members holding at least two-thirds (2/3) of the Class A Units, Common or Preferred, consent or agree in writing or by vote to continue the business of the Company and appoint, effective as of the date of such resignation or removal, a successor manager. This Section 5.3 shall also be subject to the rights and obligations under the document titled "Option to Purchase," executed of even date with this Agreement, between Managers and Class B Members Titan and D7B, which is made a part of this Agreement by reference as if fully rewritten herein.

5.4 Management Fee.

(a) The Company may, with the Majority Vote of the Class B Units, contract for the management of the Project. Upon such contracting, Manager may bind the Company to a Management Fee (the "Management Fee") as accepted by the Majority Vote of the Class B Units. In addition to the Management Fee, the Manager shall be paid or reimbursed for all expenses incurred on behalf of the Company and these may include expenses at the Manager entity level. Personnel of the Manager or personnel of the Company, including officers, with the approval of the Manager in the Manager's discretion, may receive reimbursement for the reasonable expenses incurred on behalf of the Company or Manager.

(b) The Manager waives any fee for obtaining tenants or leases, but the Manager is free to compensate others such as realtors for such service.

(c) The Manager waives any fee for construction management or construction management oversight, but the Manager is free to compensate others for such service.

(d) The Manager waives any fee for obtaining the financing commitment, for obtaining any entitlements/approvals/preliminary approvals, for obtaining grants, loans and forgivable loans, and other incentives, for securing the contracts to buy the building, or for closing on the purchase of the building, but the Manager is free to compensate others for such service.

(e) The Manager is waiving other customary or typical fees, other than as provided in this paragraph to the extent provided.

5.5 Indemnification of Manager.

(a) The Company, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Manager, any controlling person or member of the Manager, and, at the discretion of the Manager, any officer, employee, or agent of the Company or the Manager relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Manager in connection with the business of the Company that is undertaken in good faith and in a manner reasonably believed by the Manager to have been in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, the Manager had no reasonable cause to believe such conduct was unlawful. This indemnification includes attorneys' fees incurred by such Manager in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

(b) In the event of any action by a Member, or any action on behalf of a Member, or any inquiry, examination, or action by a governmental agency against the Manager, including a derivative suit against the Company, the Company shall indemnify, save harmless, and pay all expenses of such Manager, and at the discretion of the Manager, any officer, employee, salesperson, or agent of the Company or the Manager, including attorneys' fees, incurred in the defense of such action, if such Manager is successful in such action or if the Manager acted in good faith and in a manner reasonably believed by the Manager to have been in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, the Manager had no reasonable cause to believe such conduct was unlawful.

(c) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any Member who for the benefit of the Company makes any deposit, acquires any option, makes any other similar payment, or assumes any obligation in connection with the business, assets, or operation of the Company and who suffers any financial loss as a result of such action.

(d) Notwithstanding the provisions of Sections 5.5(a), 5.5(b), and 5.5(c) above, no Manager shall be indemnified from any liability for fraud, bad faith, or willful misconduct.

(e) Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding pursuant to this Section 5.5, may be paid by the Company as they are incurred, before the final disposition of such action, suit, or proceeding, upon receipt of an acknowledgement by or on behalf of the Member, officer, employee, agent, or other indemnified person to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Company as authorized in this Section 5.5(d).

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF MEMBERS

6.1 Representations and Warranties of Members; Indemnification.

(a) Each Member hereby represents and warrants to the Company and each other Member as follows:

(1) In each case to the extent applicable, such Member is duly incorporated, organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All requisite actions necessary for the due authorization, execution, delivery and performance of this Agreement by such Member have been duly taken.

(2) Such Member has duly executed and delivered this Agreement. This Agreement constitutes a valid and binding obligation of such Member enforceable against such Member in accordance with its terms (except as may be limited by bankruptcy, insolvency, or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity).

(3) Such Member's authorization, execution, delivery and performance of this Agreement does not and will not (A) conflict with, or result in a breach, default or violation of to the extent applicable, the certificate or articles of incorporation, by-laws or other organizational documents of such Member, any material contract or agreement to which that Member is a party or is otherwise subject, or any law, order, judgment, decree, writ, injunction or arbitration award to which that Member is subject; or (B) require any consent, approval, or authorization from filing, or registration with or notice to, any governmental authority or other person, other than those that have already been obtained.

(4) Such Member is familiar with the proposed business, financial condition, properties, operations and prospects of the Company, and has asked such questions and conducted such due diligence concerning such matters and concerning its acquisition of any membership interests as it has desired to ask and conduct, and all such questions have been answered to the Member's full satisfaction. Such Member has such knowledge and experience in financial and business matters that it is capable of evaluating the merits, risks, and federal, state and local income tax implications of an investment in the Company. Such Member understands that owning membership interests involves various risks, including the restrictions on transferability set forth in this Agreement, lack of any public market for such membership interests, the risk of owning its membership interests for an indefinite period of time and the risk of losing its entire investment in the Company. Such Member is able to bear the economic risk of such investment and, is acquiring its membership interests for investment and solely for its own beneficial account and not with a view to or any present intention of directly or indirectly selling, transferring, offering to sell or transfer, participating in any distribution or otherwise disposing of all or a portion of its membership interests.

(5) Each Member certifies that such Member (and if a limited liability company, each member of such limited liability company, and if an IRA or trust, the beneficiaries of the same) satisfies the definition of an "Accredited Investor" as defined by the Securities Act of 1933, and acknowledges and agrees that the Company is relying on such certification.

(b) Each Member hereby indemnifies the Company from and against and agrees to hold the Company free and harmless from any and all claims, losses, damages, liabilities, judgments, fines, settlements, compromises, awards, costs, expenses or other amounts (including without limitation any attorney fees, expert witness fees or related costs) arising out of or otherwise related to a breach of any of the representations and warranties of such Member as set forth in this Section 6.1.

(c) A Member shall notify the Manager immediately if any representations or warranties made in this Agreement or any other document delivered to the Company should be or become untrue. No Member shall take any action that would have the effect of causing the Company (a) to be treated as a publicly traded partnership for purposes of Section 7704(b) of the Code, or (b) otherwise to be treated as a corporation for federal income tax purposes.

ARTICLE VII
BOOKS AND RECORDS

7.1 Books and Records. The Company shall keep adequate books and records at its principal place of business or at such other location as the Manager determines, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company. Any Member or its designated representative shall have the right to inspect such books and records to the extent provided in the Act.

7.2 Reports. Within a reasonable period after the end of each of the Company's fiscal

years and quarters, each Member shall be furnished with pertinent information regarding the Company and its activities during such period.

7.3 Tax Information. Necessary tax information shall be delivered to each Member after the end of each fiscal year of the Company. Reasonable effort shall be made to furnish such information within 75 days after the end of each fiscal year, subject to any extension of time that may be filed or needed by the Company, in the Manager's sole and absolute discretion.

ARTICLE VIII
AMENDMENTS; MEETINGS

8.1 Amendments.

(a) This Agreement may be amended only upon the written agreement of the Manager, as of the date such amendment is executed. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, and subject to Section 11.15, the Manager may amend this Agreement without the approval of any of the Class A Preferred Members to (a) reflect changes validly made in the Members of the Company; (b) reflect changes validly made to the Capital Contributions or issuances, redemptions, or repurchases of Interest; (c) reflect a change in the name of the Company; (d) make a change that is necessary or, in the reasonable discretion of the Manager, advisable to qualify the Company as a limited liability company in which the Members have limited liability in all jurisdictions in which the Company conducts or plans to conduct business or ensure that the Company shall not be treated as an association taxable as a corporation for federal income tax purposes; (e) make a change that is necessary or desirable (i) to cure any ambiguity or (ii) to correct or supplement any provision in this Agreement that may be inconsistent with any other provision in this Agreement; (f) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines contained in any opinion, directive, order, statute, ruling, or regulation of any federal, state, or foreign governmental entity, so long as such change is made in a manner that minimizes any adverse effect on the Class A Members; (g) make a change that is required or contemplated by this Agreement; or (h) prevent the Company from in any manner being deemed an "investment company" subject to the provisions of the Investment Company Act of 1940, as amended, or is otherwise necessary to comply with a legal requirement; (i) the general power to create and offer new Classes of Units or other interests, including profits interests provided these are needed in connection with the Company's growth plans or strategies and/or needs for capital or liquidity; (j) the general power to amend any other aspect of the Operating Agreement provided the amendment does not materially and adversely affect the Investors rights to distributions; (k) and provided the Investors in the Class A Preferred Units approve amendments by a majority vote in interests voting as a Class, any amendment to the Operating Agreement even if it materially and adversely affects the Investors rights to distributions.

(b) Notwithstanding Section 8.1(a) hereof, this Agreement shall not be amended without the consent of a majority in interest of the Class A Preferred Units voting or consenting as a class if such amendment would materially and adversely alter the interest of the Class A Preferred Members in Company distributions.

8.2 Meetings of the Members.

(a) Meetings of the Members may be called by the Manager. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Members may vote in person or by proxy at such meeting. Whenever the vote or consent of Members is permitted or required under the Agreement, such vote or consent may be given at a meeting of Members.

(b) For the purposes of determining the Members entitled to vote on, or to vote at, any meeting of the Members or any adjournment thereof, the Member requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) days nor less than one (1) day before any such meeting.

(c) Each meeting of the Members shall be conducted by a representative of the Manager or such other Person as the Manager may appoint pursuant to such rules for the conduct of the meeting as the Manager or such other Person deems appropriate.

(d) Notwithstanding Sections 8.2 (a) - (c), there are no required meetings of the Members.

ARTICLE IX
TRANSFER OF INTERESTS, WITHDRAWALS AND REPURCHASE RIGHTS

9.1. Assignment and Transfer. A Class A Preferred Member's interest in the Company cannot be Transferred without the prior written consent of the Manager, which may be granted or withheld in the sole discretion of the Manager. Any attempted Transfer without such prior written consent shall be void. The Manager in the exercise of its reasonable judgment would approve transfers to trusts, family limited partnerships, and otherwise to accomplish the estate planning goals of its Members, provided any expenses of the Company are born by the Member requesting such approval. The Manager, by separate writing or by amendment to this Operating Agreement, may create provisions dealing with the divorce or separation of Members, but in all such matters any Member in any dispute or proceeding or any spouse seeking ownership, charging orders, or the like shall reimburse the Company for all of its expenses in addressing such matters including the reasonable attorneys' fees of the Company.

9.2. Substitution. A permitted transferee of a Class A Preferred Member shall be admitted to the Company as a substitute Class A Preferred Member only with the consent of the Manager, which may be withheld in the sole discretion of the Manager, and upon execution and delivery of such documentation and fees as the Manager may require evidencing the transferee's agreement to be bound by the terms of this Agreement.

9.3. Withdrawal of a Class A Preferred Member. The withdrawal, termination, incompetency, incapacity, disability, dissolution, insolvency, bankruptcy, or death of a Class A Preferred Member does not dissolve the Company, and the Manager and Members will be deemed to have voted to continue operations. The legal representative or transferee of such Class A Preferred Member succeeds as an assignee of the Class A Preferred Member's interest in the Company to the extent required to settle or manage the affairs of such Class A Preferred Member, and such legal representative or transferee will not be admitted as a substitute Class A Preferred Member without

the consent of the Manager as provided in Section 9.2.

ARTICLE X
DISSOLUTION AND WINDING UP

10.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Event"):

(a) the determination by the Manager to dissolve, in its sole and absolute discretion;

(b) the resignation or removal of the Manager unless the Manager appoints a successor manager pursuant to Section 5.3(a) or the Class A Preferred Members holding at least two-thirds (2/3) of the Class A Preferred Interests agree in writing or by vote to continue the business of the Company and appoint, effective as of the date of resignation or removal of the Manager, a successor manager pursuant to Section 5.3(b);

(c) all of the assets of the Company have been sold or otherwise disposed of and converted to cash and the Manager determines, in its sole discretion, to not reinvest such proceeds; or

(d) Judicial dissolution.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event.

10.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Manager shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors, including Members who are creditors;

(b) Then, to the Class A Preferred Members for their Capital Contributions;

(c) Then, to the Class A Preferred Members to the extent of any outstanding Preferred Interests not yet paid;

(d) Then, the balance, if any, to the Members, in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods, until all Capital Accounts are reduced to zero (0); and

(e) Thereafter, to the Members on a per Unit basis as if the distribution were another distribution under Article IV of this Agreement.

10.3 Trust; Reserves. In the discretion of the Manager, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article X may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

10.4 Rights of Members. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations except as provided in this Agreement.

ARTICLE XI
MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered, or certified mail, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Manager:

(a) If to the Company or the Manager, to the Company or the Manager at the address set forth in Section 1.4; and

(b) If to a Member, to the address set forth in Schedule 1 hereof.

Any such notices shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid. Any Person may from time to time specify a different address by giving notice to the Company and the other Members.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

11.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

11.4 Time. Time is of the essence with respect to this Agreement.

11.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

11.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

11.8 Further Action. Each Member, upon the request of any other Member, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

11.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

11.10 Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Manager and the Members.

11.11 Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company property.

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

11.13 No Third Party Beneficiaries. This Agreement is made solely among and for the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

11.14 Investment by Individual Owners of the Manager. Notwithstanding anything to the contrary contained in this Agreement, the individual owners of the Manager, or any of its officers, employees, agents, or affiliates, or any of the tenants may also acquire Class A Preferred Interests of the Company.

11.15 Arbitration. All disputes between or among any of the Members or any of the Members and the Company shall be resolved by arbitration administered by the American Arbitration Association ("AAA") under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. The arbitration shall be governed by 9 U.S.C. §1, et. seq. Such dispute will be arbitrated in the city where the principal office of the Manager is located at the time the arbitration is commenced. If the amount in dispute is less than One Hundred Thousand Dollars ($100,000.00), the arbitration shall be heard and arbitrated by one impartial

arbitrator with reasonable experience in the subject matter of the dispute. If the amount in dispute exceeds One Hundred Thousand Dollars ($100,000) the arbitration shall be heard and arbitrated by a panel of three (3) impartial arbitrators (one appointed by each party, and a third appointed by the other two arbitrators). In the case of three (3) arbitrators, a decision of a majority of the arbitrators shall control. The arbitrator(s) shall follow the law, issue a reasoned decision and shall render the award within six months of his or her or their appointment unless the parties otherwise agree. The decision of the arbitrator(s) shall be binding and conclusive upon the parties, their successors and assigns, and the parties shall comply with the award in good faith. Judgment upon the award and any proceeding seeking to confirm or vacate the award may be brought only in the state or federal courts in the city where the principal office of the Manager is located at the time the arbitration is commenced, and the parties consent to venue and jurisdiction in that City. Except for documents used in Court proceedings related to the arbitration, all information and documents related to the arbitration shall be confidential and not disclosed to any third parties, unless compelled by law. In rendering an award, the arbitrator(s) shall have no jurisdiction to consider evidence with respect to, or render any award or judgment for, punitive, exemplary, or consequential damages, or any other amount awarded for purposes of imposing a penalty. The parties specifically waive any claims for punitive, exemplary or consequential damages, or any other amount awarded for purposes of imposing a penalty. Each party shall initially bear the cost of its own legal counsel and experts and shall pay 50% of the fees of the arbitrator(s) and the costs of transcripts. Upon conclusion of the arbitration, the arbitrator(s) may award the costs of the proceeding and reasonable attorneys' fees to the prevailing party as determined by the arbitrator(s). Each party retains the right to obtain a temporary restraining order or preliminary injunction pending arbitration.

11.16 Waiver of Jury Trial. IF, NOTWITHSTANDING SECTION 11.16, A DISPUTE ARISES THAT IS NOT SUBJECT TO ARBITRATION, THE FOLLOWING SHALL APPLY TO ANY APPLICABLE COURT PROCEEDING. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED: EACH MEMBER WAIVES, AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, OR OTHERWISE. The Company or any Member may file an original counterpart or a copy of this Section 11.17 with any court as written evidence of the consent of the Members to the waiver of their rights to trial by jury.

THE REMAINDER OF THIS PAGE IS INTENTIALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties have entered into this operating agreement of the Company as of the day first above set forth.

CLASS A PREFERRED MEMBERS (convertible to CLASS A COMMON):

To Be Determined. See Schedule 1.

CLASS B MEMBERS:

DocuSigned by:
Sterling Seizert
868F4FFA1C9443A...
Patriot Capital LLC
By: Sterling Seizert, Member

Titan Buildings LLC
By: Timothy Bratz, Managing Member

D7B LLC
By: Fadi G. Boumitri, Managing Member

DocuSigned by:
Jason Nickel
F94869F938F741D...
Cedar Crest Ltd.
By: Jason Nickel, Member

COMPANY:

DocuSigned by:
Sterling Seizert
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PATRIOT SS 300 LLC
By: Sterling Seizert, Manager

MANAGER:

DocuSigned by:
Sterling Seizert
868F4FFA1C9443A...
Sterling Seizert

DocuSigned by:
James Schassburger
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James Schassburger

SCHEDULE 1

CLASS A MEMBERS

Name	Address	Class A Interests
Pacific Diversified Investments LLC		10.00
		10.00

CLASS B MEMBERS

Name	Address	Class B Interests
Titan Buildings LLC	13443 Detroit Ave. Lakewood, Ohio 44107	18.70
D7B LLC	700 W. St. Clair Ave. STE 218 Cleveland, Ohio 44113	3.30
Patriot Capital LLC		65.00
Cedar Crest Ltd		3.00
TOTAL CLASS B INTERESTS:		**90.00**

Option to Purchase

This Option to Purchase ("Agreement") is entered by and between Patriot Capital LLC ("PATRIOT CAPITAL"), a North Carolina limited liability company ("GRANTOR"), and Titan Buildings LLC, an Ohio limited Liability Company ("TITAN"), and D7B LLC, an Ohio limited liability company ("D7B") (TITAN and D7B together "GRANTEE") this 8th day of November, 2019 (GRANTOR and GRANTEE hereinafter collectively "Parties" or individually each a "Party"). This Agreement is executed contemporaneous with the signing of the Operating Agreement of Patriot SS 300 LLC, an Ohio limited liability company ("Company"), which is made part of this Agreement by reference as if fully rewritten herein.

The GRANTOR, in consideration of the GRANTEE paying $10.00 (the "Option Deposit"), the receipt and sufficiency of which is hereby acknowledged, gives to the GRANTEE the exclusive option (the "Option") to purchase the Units (defined below) at the Purchase Price upon the occurrence of any Failure Event enumerated herein. In the event that a Failure Event arises and the GRANTEE exercises this Option, the Option Deposit shall be applied towards the purchase price of the Units. The Option Deposit is non-refundable and will be forfeited in the event that GRANTEE fails to exercise the Option. The GRANTEE shall have the right to exercise this Option during a period of time beginning upon signing of this Option and lasting until sale of the Property ("Option Period"; Property is defined below).

Subject to the GRANTEE exercising this Option, the GRANTOR and the GRANTEE hereby agree that the GRANTOR shall sell and the GRANTEE shall buy the Property described below upon the following terms and conditions. GRANTOR shall execute all documents necessary to effectuate the transfer of the Units in the name of GRANTEE immediately upon GRANTEE making payment of the full Purchase Price stated below either to GRANTOR or to any managing member of GRANTOR. GRANTOR fully agrees and acknowledges that the above described consideration given by the GRANTEE constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

1. NOTICE, COMMENCEMENT DATE, AND EFFECTIVE DATE: The "Commencement Date" shall be the date listed above, regardless of the date of execution by any Party. The obligations of the Parties under this Agreement begin on the Commencement Date. The "Effective Date" is the date that the GRANTOR receives a Notice of Purchase from the GRANTEE that the GRANTEE is exercising its Option under this Agreement. The GRANTEE shall exercise this Option either (a) by giving written notice by electronic mail to the GRANTOR or any managing member of GRANTOR at any email address indicated below, or (b) by making payment under this Agreement directly to GRANTOR or any managing member of GRANTOR, the sufficiency of which is established upon proof that funds were properly sent and not that funds were accepted by GRANTOR or its managing member.

Patriot Capital LLC
Sterling Seizert sterling@patriotcapitalllc.com
James Schassburger james@patriotcapitalllc.com

Titan Buildings LLC
Timothy Bratz bratz@legacywealthholdings.com

Exhibit 2

D7B LLC
Fadi G. Boumitri BoumitriLaw@gmail.com

2. DEFINITITIONS

"Closing" means the date upon which Company receives title to the Property.

"Company" means Patriot SS 300 LLC, an Ohio limited liability company.

"Initial Vacant Units" means all storage units within the Property which, at the time of Closing, are vacant, damaged, need updating, or otherwise need rehabilitation.

"Market Rate Rents" means rents at, or within 10% of, the median rental rate shown on rentometer.com within a 1 mile radius.

"Property" means 103 Midway Drive, Raeford, North Carolina 28376.

"Purchase Agreement" means the agreement by GRANTOR to purchase the Property, which agreement is assigned to Company.

"Stabilization" means rehabilitation of all of the Initial Vacant Units, common areas, and building exterior, and raising of the overall occupancy of the Property to 80% or greater for a period of 90 consecutive days or more at projected rents of $50 per month for 5x10 units and $75 per month for 10x15 units.

"Units" means the Membership Units under the Operating Agreement owned by GRANTOR, representing the percentage of ownership of GRANTOR in Company. Collectively, Units shall refer to all 65 Units (65% Membership Interest) owned by GRANTOR; 6.5 Units shall mean 6.5 of the 65 Units of the total Membership Interest in Company owned by GRANTOR, representing one-tenth of GRANTOR's interest in Company; 32.5 Units shall mean 32.5 of the 65 Units of the total Membership Interest in Company owned by GRANTOR, representing one-half of GRANTOR's interest in Company; etc.

3. FAILURE EVENTS: The following shall constitute events which trigger the option to purchase under this Agreement.

A. GRANTEE's Option shall vest as to Fifty (50) Units upon GRANTOR's:

1) theft, deceit, manipulation, or material misrepresentation committed to, against, or towards any other Member or Company itself;
2) dereliction, abandonment, or discharge of GRANTOR's duties to Company prior to Stabilization;
3) neglect of project management operations regarding the Property prior to Stabilization; or,
4) removal as Manager of Company prior to Stabilization.

B. GRANTEE's Option shall vest as to Twenty-Five (25) Units upon each instance of GRANTOR's:

1) failure to rehab all of the Initial Vacant Units owned by Company on or before the date that is twelve (12) months after Closing on the Property; or,
2) failure to reach Stabilization within Eighteen (18) Months unless at no fault of GRANTOR.

4. PURCHASE PRICE

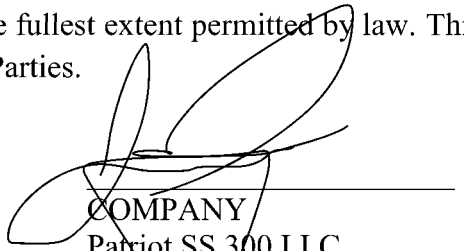
The Purchase Price shall be Ten Dollars ($10.00) per Unit.

GRANTOR understands this Agreement is consummated prior to the Closing Date. As such, the valuation of Company, at the time of this Agreement, is nothing more than the value of the registered name with the State of Ohio, the rights under the Purchase Agreement, and debts owed in the amount of approximately $5,000 between investments by the parties and private money loans for the down payment, financing costs, attorney fees, etc.

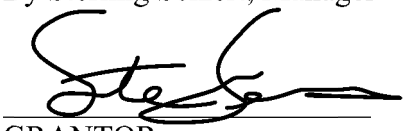
5. MISCELLANEOUS: All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed exclusively by the laws of Ohio. Any suit, action or other proceeding arising out of or based upon any dispute, claim, question or disagreement pertaining to this Agreement or the breach thereof, brought by any Party hereto or the respective heirs, legal representatives, successors or assigns of any Party shall be brought in the Court of competent jurisdiction in the State of Ohio. The Parties hereby irrevocably submit to the jurisdiction of the state courts of Ohio. The Parties hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Party is not subject personally to the jurisdiction of the above-named courts, that the Party's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require. The headings in this Agreement are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant, condition, restriction, term or provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any

other rights the parties may have by law, statute, ordinance or otherwise. 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. This Agreement is not amended unless by writing signed by all Parties.

COMPANY
Patriot SS 300 LLC
By Sterling Seizert, Manager



COMPANY
Patriot SS 300 LLC
By James Schassburger, Manager



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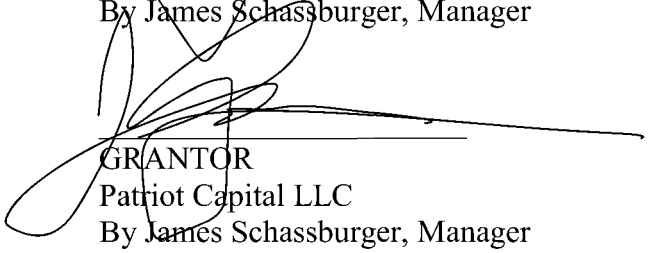

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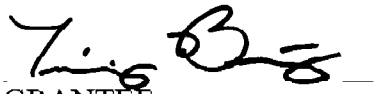

GRANTEE
Titan Buildings LLC
By Timothy Bratz, Managing Member

GRANTEE
D7B LLC
By Fadi G. Boumitri, Managing Member