

IRONCLAD CAPITAL LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This Amended and Restated Limited Liability Company Agreement (this “**Agreement**”), dated as of April 23, 2013 by and among Ironclad Capital LLC, a Delaware limited liability company (the “**Company**”), the persons identified on Schedule A hereto (as such schedule may be updated from time to time in accordance with this Agreement) as “Investors” (the “**Investors**” or the “**Members**”) and the person identified on Schedule A hereto as “Manager” (the “**Manager**”).

WHEREAS, the Company has been formed pursuant to the Delaware Limited Liability Company Act (the “**Act**”) by the filing on February 14, 2013 of a Certificate of Formation in the office of the Secretary of State of the State of Delaware;

WHEREAS, this Agreement amends and restates in its entirety the Company’s existing Limited Liability Company Agreement, dated February 14, 2013; and

WHEREAS, each Member has signed a Subscription Agreement with the Company (collectively, the “**Subscription Agreements**”).

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

1. Name and Purposes.

- a) The name of the Company is “Ironclad Capital LLC”.
- b) The purposes for which the Company is organized are (i) to research and identify promising businesses to acquire, (ii) to acquire such a business (an “**Acquisition**”), (iii) to operate such a business following the Acquisition and (iv) to carry on any other lawful business, trade or activity permitted by the Act.

2. Management by Manager; Member Approval Rights.

- a) The Company shall be managed by the Manager. The Manager shall receive compensation for his or her services and benefits as agreed to by the Manager and the holders of at least a majority of the outstanding Units and shall be reimbursed by the Company for the cost of all reasonable out-of-pocket expenses. Subject to Section 2(f) below, the Manager shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the Company and (ii) take any other action not prohibited under the Act or other applicable law.

- b) Except as otherwise expressly set forth herein, the Members shall have no authority to act for the Company or to exercise any of the powers granted by the Act. Except as otherwise expressly set forth herein, the Members shall not (i) take any part in the control of the business of the Company or (ii) transact any business for the Company.
- c) Except as otherwise expressly set forth herein, the Members shall not be entitled to vote on any matter. On those matters in respect of which Members have the right to vote under this Agreement, each Member shall have one vote for each Unit (as defined below) held by such Member. No annual meeting of Members is required to be held.
- d) The action of the Manager may be conclusively relied upon by any and all third parties as a duly authorized action of the Company. Without limitation of Section 2(a) above and subject to Section 2(f) below, the Manager shall have the power on behalf and in the name of the Company to:
 - i. open, maintain and close bank accounts, and draw checks or other orders for the payment of money;
 - ii. open, maintain and close accounts with brokers and give instructions or directions in connection therewith;
 - iii. purchase, dispose of and deal in all securities, and distribute to the Members all checks, money and other assets or liabilities of the Company;
 - iv. hire employees, investment bankers, consultants, custodians, contractors, attorneys, accountants, nominees and other agents, and establish and pay them compensation;
 - v. make credit card charges;
 - vi. issue purchase orders;
 - vii. execute contracts and agreements, including equipment leases;
 - viii. enter into arrangements relating to the acquisition and disposition of tangible personal property;
 - ix. do any and all acts required of the Company with respect to its interest in any corporation, partnership, limited partnership or other business;
 - x. maintain one or more offices within or without the State of Delaware and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices; and

- xi. admit additional Members and/or accept additional capital contributions from existing Members without the consent of any other Members, provided that (A) the total number of Units issued does not exceed thirteen (13), (B) the price per Unit is not less than \$30,000 and (C) such additional issuances of Units are made within ninety (90) days from the date hereof.
- e) The Manager shall be fully protected and justified with respect to any action or omission taken or suffered by him or her in good faith in reliance upon and in accordance with the opinion or advice as to matters of law of legal counsel, or as to the matters of accounting of accountants, selected by the Manager with reasonable care.
- f) Notwithstanding anything to the contrary contained in this Agreement, the written consent or vote of Members holding a majority of the outstanding Units shall be required:
 - i. to amend this Agreement such that it:
 - x) creates any class or series of equity securities having rights senior to, or on a par with, the rights of the Units; or
 - y) otherwise adversely affects the rights of the holders of the Units;
 - ii. to appoint any substitute or replacement Manager;
 - iii. to remove or terminate the employment of the Chief Executive Officer (as defined below);
 - iv. for the Company to enter into, amend, otherwise modify (including the waiver of any rights or obligations), or terminate any contract, agreement, arrangement, or transaction with any Member or any affiliate of a Member, other than in the ordinary course of the Company's business;
 - v. to redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any Units;
 - vi. (except as provided in Section 2(d)(xi)), to admit additional Members; or
 - vii. to continue the Company pursuant to Section 10(b) of this Agreement.
- g) Such consent may be taken without a meeting if one or more written consents (including consent by electronic mail to the Manager at the e-mail address listed on the signature page hereto) shall be sent by Members holding the number of Units required to approve the action being taken hereunder.

3. Officers.

- a) The Manager may, from time to time, designate one or more persons to be officers of the Company (each such person, an “***Officer***” and collectively, the “***Officers***”). The Officers, if deemed necessary by the Manager, may include a chief executive officer, one or more vice presidents, a secretary, a treasurer, a chief financial officer and such other officers as the Manager determines to be appropriate.
 - i. Chief Executive Officer. The chief executive officer, subject to the direction of the Manager, shall have general supervision and control of the Company’s business. The chief executive officer shall have such other powers and shall perform such duties as the Manager may designate from time to time. The chief executive officer shall initially be Noah Riner (the “***Chief Executive Officer***”).
 - ii. Vice Presidents. Any Vice President shall have such powers and shall perform such duties as the Manager may from time to time designate.
 - iii. Treasurer. The Treasurer shall be the chief financial officer of the Company. The Treasurer shall, subject to the direction of the Manager, have general charge of the financial affairs of the Company and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities and valuable documents of the Company, except as the Manager may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Manager may from time to time designate.
 - iv. Secretary. The Secretary shall record the proceedings of all meetings of the Members and the Manager in books kept for that purpose. In the absence of the Secretary from any such meeting, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have such other duties and powers as may be designated from time to time by the Manager.

Any number of titles may be held by the same Officer. The Officers shall serve at the pleasure of the Manager, subject to all rights, if any, of an officer under any contract of employment. An Officer need not be a Member of the Company, and the Officers shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

- b) Subject to the rights, if any, of an Officer under a contract of employment, and except as provided in Section 2(f)(iii) of this Agreement, any Officer may be removed, either with or without cause, by the Manager at any time. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

4. Capital Contributions; Capital Accounts; and Liability of Members.

- a) As of the date of this Agreement, each Member has contributed in cash to the capital of the Company the amount set forth opposite such Member's name on Schedule A under the heading "Initial Contribution". Additional capital contributions may be made by any Member if agreed to by the Manager and Members holding a majority of the outstanding Units or if permitted by Section 2(d)(xi), and shall be reflected on Schedule A hereto. The Manager shall have the right to amend Schedule A to reflect the admission of additional Members and/or additional capital contributions in accordance with this Agreement. The Manager shall furnish promptly to any Member any revisions to Schedule A.
- b) Except as otherwise provided in Section 2(d)(xi) or this Section 4, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the Company, including without limitation as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.
- c) A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "**Code**"). To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the Company and such Member's share of the net profits of the Company, and there shall be charged against each Member's capital account the amount of all distributions to such Member and such Member's share of the net losses of the Company.
- d) The liability of the Members for the losses, debts and obligations of the Company shall be limited to their capital contributions. No Member shall have any liability to restore any negative balance in such Member's capital account. In no event shall any Member be personally liable for any liabilities or obligations of the Company.

5. LLC Interests.

- a) The interests of the Members shall be divided into units ("**Units**"). The Units held by the Members from time to time shall be set forth on Schedule A under the heading "Units".
- b) The Units may, at the option of the Manager, be represented by certificates of limited liability company interest, but need not be so represented.

6. Allocations and Distributions.

- a) The net profits and losses of the Company shall be allocated among the Members pro rata according to the Units held by each Member. To the extent that funds are available (as determined by the Manager in his or her sole discretion), the Manager shall cause the Company to distribute with respect to each fiscal year to each Member an amount of cash equal to (i) the net income and gain allocable to such Member with respect to such fiscal year for United States federal income tax purposes multiplied by (ii) the highest combined United States federal and California effective marginal tax rate applicable to an individual, provided that distributions pursuant to this sentence shall be made pro rata according to the Units held by each Member. The Manager may cause the Company to make such additional distributions to the Members as the Manager shall determine in his or her sole discretion, which distributions shall be made pro rata according to the Units held by each Member. All distributions to the Members shall be made at such times and in such amounts as the Manager shall determine in his or her sole and absolute discretion.
- b) It is intended that (i) allocations for both book and United States federal income tax purposes shall be the same to the extent possible and (ii) allocations for United States federal tax purposes shall be made as required by Section 704 of the Code and the related Treasury regulations thereunder and shall be modified to the extent necessary to comply with such provisions.

7. Priority. No Member shall have any rights or priority over any other Members as to distributions or compensation by way of income.

8. Substitution and Assignment of a Member's Interest. No Member may, directly or indirectly, sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court (any such action, a “*Transfer*”), Units (or any interest in Units) or any other interest in the Company or any part thereof, or in all or any part of the assets of the Company, without the express written consent of the Manager, which consent may be given or refused in the sole discretion of the Manager, and any purported Transfer without such consent shall be null and void and of no effect whatsoever.
- Notwithstanding the foregoing, a Member may, without the consent of the Manager, Transfer his, her or its Units to members of such Member's immediate family or trusts or family partnerships primarily for their benefit or to persons for whom such Member is an investment advisor or, if such Member is an entity, to any entity which, directly or indirectly, controls, is controlled by or is under common control with such Member, if in each case prior to any such Transfer the transferee shall first agree in writing delivered to the Company, and in form satisfactory to the Company and its counsel, to become a party to this Agreement and such other agreements as may be reasonably requested by the Manager and to be subject to all of the obligations and entitled to all of the benefits hereof and thereof. Notwithstanding any other provision of this Agreement, no Member may Transfer Units (or any interest in Units) or any other interest in the Company or any part thereof, or in all or any part of the assets of the Company: (i) to an individual or

entity that is not an Accredited Investor, as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the “*Securities Act*”); (ii) if, as a result of such Transfer, the Company would be deemed to have greater than 100 beneficial owners of its securities for purposes of Section 3(c)(1) of the Investment Company Act of 1940, as amended (the “*Investment Company Act*”); or (iii) if such Transfer would cause the Company to be in violation of any other provision of the Securities Act, the Investment Company Act or other applicable law. Prior to any Transfer, the transferring Member shall provide to the Company sufficient information to allow the Company to determine whether such Transfer is in compliance with the preceding sentence. Any purported Transfer made in violation of this Section 8 shall be null and void and of no effect whatsoever.

9. Admission of Additional Members. Subject to Section 2(d)(xi), additional Members may be admitted to the Company if agreed to by the Manager and by Members holding a majority of the outstanding Units.
10. Term.
 - a) Except as provided otherwise in Section 10(b), the Company shall continue in existence until dissolved by the Manager.
 - b) The Company shall be dissolved in the event that the Manager ceases to be a manager of the Company for any reason, unless Members holding a majority of the Units elect to continue the business of the Company and appoint, one or more substitute Managers within ninety (90) days after such event. If such Members elect to continue the Company, they shall file any necessary amendment to the Company’s Certificate of Formation within thirty (30) days after such election is made. The Company shall not be dissolved in the event of the death, disability, dissolution, termination or withdrawal of any Member.
 - c) Upon the dissolution of the Company, the Manager shall wind up its affairs, discharge or provide for its liabilities and make distributions to the Members as provided in the Act.
11. Termination of Membership; Return of Capital. No Member may terminate such Member’s membership in the Company or have any right to distributions respecting such Member’s membership interest (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member’s contribution.
12. Books and Records; Bank Accounts.
 - a) The Manager shall cause the Company to keep true and complete books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Manager shall determine, and all Members, and their duly authorized representatives, shall at

all reasonable times have access to such books. The Manager shall serve as the “tax matters partner” of the Company for all applicable tax purposes.

- b) Such books shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both Company accounting and tax purposes. The fiscal year of the Company shall be the calendar year, unless a different period is required as the taxable year of the Company for U.S. federal income tax purposes, in which case the fiscal year of the Company shall be the same as its taxable year.

13. Indemnity; Other Business.

- a) The Manager and each Member shall be indemnified by the Company for any liability incurred and/or for any act performed by them on behalf of the Company, and/or for any act omitted to be performed on behalf of the Company, except for gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
- b) Except as limited by law or by the provisions of this Agreement, reasonable expenses incurred by the Manager or any Member under Section 13(a) shall be paid by the Company to the Manager or such Member in advance of the final disposition of the proceeding giving rise to such reasonable expenses, provided that the Company may require that the Manager or such Member execute a written undertaking to repay the amount of any advance if the Manager or such Member is subsequently determined to be ineligible for indemnification under Section 13(a). Notwithstanding any other provision of this Section 13, no advance payment of expenses shall be made if it is determined on the basis of facts known by the Manager at the time (without further investigation) that the Manager or such Member is ineligible for indemnification.
- c) The Company hereby acknowledges that the Manager and each Member (the “**Fund Indemnitees**”) may have certain rights to indemnification, advancement of expenses and/or insurance provided by an investment firm of which they are a partner, director, officer or manager or such firm’s respective affiliated investment funds or management companies (collectively, the “**Fund Indemnitors**”). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e. its obligations to the Fund Indemnitees are primary, and any obligations of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Fund Indemnitees are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by the Fund Indemnitees and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement (or any other agreement between the Company and the Fund Indemnitees), without regard to any rights that the Fund Indemnitees may have against the Fund Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof.

The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of the Fund Indemnitees with respect to any claim for which the Fund Indemnitees have sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Fund Indemnitees against the Company. The Company and the Fund Indemnitees agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 13(c).

- d) Any Member or Manager, unless also an employee of the Company, may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, and the pursuit of such ventures, even if competitive, shall not be deemed wrongful or improper or give the Company, its Manager or other Members any rights with respect thereto. No Member or Manager, unless also an employee of the Company, shall be obligated to present an investment opportunity to the Company even if it is similar to or competitive with the business of the Company, and such Member or Manager shall have a right to take for its own account or recommend to others any such investment opportunity. Prior Board approval shall be required for the involvement of any executive officer or other employee of the Company in any potentially competitive outside business activities. Except with prior written consent of a Majority Interest, the Manager hereby agrees that until April __, 2015, he will (a) use his best efforts to promote the interests of the Company and to identify investment opportunities for the Company and its affiliates and shall devote his full business time and efforts to the performance of his duties, services and responsibilities hereunder, and (b) not engage in any other activity which interferes with the performance of his duties, services and responsibilities hereunder.

14. Valuation of Assets; Name and Goodwill.

- a) Whenever valuation of the Company or of Units is required, the Manager shall determine the fair market value thereof in good faith using reasonable market and economic analysis.
- b) The Company's name and goodwill shall, as among the Members, be deemed to have no value and shall belong to the Company, and no Member shall have any right or claim individually to the use thereof.

15. Exoneration. The Manager shall not be liable to the Company or the Members for monetary damages for breach of fiduciary duty as a Manager, and no Member of the Company shall be liable to the Company or the Members, except for liability (i) for any breach of such Manager's or such Member's duty of loyalty to the Company or to the Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction in which the Manager or such other Member derived an improper personal benefit. No amendment to or repeal of any provision of this Section 15, directly or by adoption of an inconsistent provision of this Agreement, shall apply to or have any effect on any liability or alleged

liability of any Manager or any Member for or with respect to any acts or omissions of the Manager or such Member occurring prior to such amendment or repeal.

16. Power of Attorney. Each Member hereby constitutes and appoints the Manager as his, her or its attorney-in-fact, to make, execute, sign, acknowledge and file any instrument, certificate or document as may be required or appropriate under the laws, regulations or procedures of the United States, any state or any governmental entity in any jurisdiction in which the Company is doing or intends to do business, provided all such instruments, certificates and other documents referred to above are in accordance with the terms of this Agreement as then in effect. Copies of all such instruments, certificates and other documents shall be sent to any Member upon written request.

17. Miscellaneous.

- a) In connection with any subsequent investments in the Company or any successor entity, including the purchase of any New Securities (as such term is defined in each Member's Subscription Agreement with the Company) the Company and each of the Members hereby agree as follows:
 - i. Any tax distributions received by a Member in respect of such Member's Units shall only be considered advances of amounts otherwise distributable to such Member with respect to their sharing in the profits of the Company and not with regard to any distributions relating to a return of invested capital and/or any preferred return.
 - ii. As set forth in the Subscription Agreements, upon consummation of an Acquisition, each Member will be entitled to receive, in exchange for their Units and without any payment of additional consideration, that number and kind of securities sold in the Acquisition Financing (as defined below) that would be purchasable for an amount equal to 150% of such Member's Initial Contribution.
 - iii. If (a) the Members that were members of the Company immediately prior to the closing of the equity financing required to consummate the Company's initial acquisition (the "Acquisition Financing") do not invest at least fifty percent (50%) of the total amount of equity raised by the Company in the Acquisition Financing, excluding any amount borrowed by the Company from a bank or other financial institution; (b) a Member does not invest any amount of equity in the Acquisition Financing; and (c) such Member delivers written notice to the Company of its desire to sell its Units to the Company within ten (10) days after the receipt of written notice from the Company with respect to the potential Acquisition, as soon as reasonably practicable after the closing of the Acquisition Financing, the Company shall repurchase such Member's preferred interests for an amount equal to 150% of such Member's Initial Contribution.

- b) Subject to the restrictions on transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the Members, the Manager and their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, which such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the Company other than a Member who is such a creditor of the Company.
- c) Except as otherwise expressly set forth in this Agreement, this Agreement may be changed, modified or amended only by a writing signed by the Manager and Members holding a majority of the outstanding Units.
- d) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware.
- e) This Agreement may be executed by facsimile or other form of electronic transmission and in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.
- f) This Agreement together with the Subscription Agreements embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- g) All notices and other communications hereunder shall be in writing and shall be deemed to be delivered if delivered in person, by telecopy or fax, by mail or through electronic transmission (including e-mail), in each case, to the mailing address, fax number or e-mail address of the recipient set forth on the signature page to this Agreement (in the case of a notice to the Company or the Manager) or the signature page to the recipient's Subscription Agreement (in the case of a notice to a Member), or to such other mailing address, fax number or e-mail address as such recipient shall provide to the Company or the Members, as applicable.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have signed this Amended and Restated Limited Liability Company Agreement as of the date first above written.

IRONCLAD CAPITAL LLC:

By: Noah Riner
Name: Noah Riner
Title: Manager

ADDRESS FOR NOTICE:

Ironclad Capital LLC
3008 Wentworth Avenue
Louisville, KY 40206
Fax: _____

With a copy to:

Goodwin Procter LLP
53 State Street
Boston, MA 02109
Attn: Jon Herzog
jherzog@goodwinprocter.com
Fax: (617) 523-1231

MANAGER:

 Noah Riner
Noah Riner

With a copy to:

Goodwin Procter LLP
53 State Street
Boston, MA 02109
Attn: Jon Herzog
jherzog@goodwinprocter.com
Fax: (617) 523-1231

INVESTOR (INDIVIDUAL):

Charles Edgar Halderman, Jr.
(Signature)

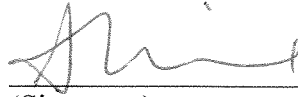
CHARLES EDGAR HALDEMAN, JR.
(Typed or Printed Name)

INVESTOR (ENTITY):

NIP INVESTMENT I, LLC
(Name)

By: [Signature]
Name: LAURENCE J DUNN III
Title: CEO

INVESTOR (INDIVIDUAL):

A handwritten signature in dark ink, appearing to read 'Alessandro Mina', written over a horizontal line.

(Signature)

A handwritten name 'ALESSANDRO MINA' in dark ink, written in all caps over a horizontal line.

(Typed or Printed Name)

INVESTOR (ENTITY):

ASPECTUAL INVESTORS, LLC

(Name)

By: 

Name: ANDREW G. LOVE

Title: MANAGER

INVESTOR (ENTITY):

TD Investment Company - Fund II

(Name)

By:

A handwritten signature in dark ink, appearing to read 'T. Cassutt', written over a horizontal line.

Name: Thomas Cassutt
Title: General Partner

INVESTOR (ENTITY):

ANACAPA PARTNERS II LP
(Name)

By:

Name: SEPPHAN M. STEVENS

Title: MANAGING PARTNER

INVESTOR (ENTITY):

Peterson Ventures II, LLC
(Name)

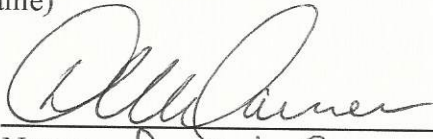
By: 

Name: Joel C. Peterson

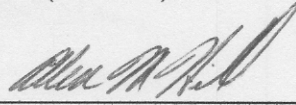
Title: manager

INVESTOR (ENTITY):

Search Fund Partners S, LP
(Name)

By: 
Name: David Carver
Title: Manager

INVESTOR (ENTITY):



(Name)

By: Allen M. Hill

Name:

Title:

INVESTOR (INDIVIDUAL):



(Signature)

Stephen Kantmann

(Typed or Printed Name)

INVESTOR (ENTITY):

The Peter and April Kelly
Family Trust, dated 8/9/2006
(Name)

By: _____

Name:

Title:

Peter Kelly
Trustee

Robert J. or
Marion E. Oster, TTEE
INVESTOR (ENTIRE)
Oster Family Revocable
Trust DTD 10-5-76,
As Amended

(Name)

By: 

Name: *Robert J. Oster*

Title: *TRUSTEE*

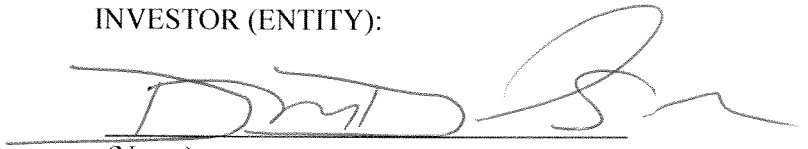
INVESTOR (ENTITY):

TT CER Partners, LLC.
(Name)

By: 

Name: William W. Thorndike, Jr.
Title: Manager

INVESTOR (ENTITY):



(Name)

By: Fudlovfu Partners LLC
Name: DAVID DROBOS
Title: General Partner

INVESTOR (ENTITY):

Granite Point Partners Holdings
(Name)

By: [Signature]

Name:

Title:

Kent Weaver
Manager

SCHEDULE A

<u>Name</u>	<u>Initial Contribution</u>	<u>Additional Contribution</u>	<u>Units</u>
<i>Manager</i>			
Noah Riner	—	—	—
<i>Investors</i>			
Anacapa Partners II LP	\$30,000	—	1.0
Aspectual Investors, LLC	\$30,000	—	1.0
Futaleufu Partners, LLC	\$30,000	—	1.0
Granite Point Partners Holding	\$15,000	—	0.5
Charles Edgar Haldeman, Jr.	\$30,000	—	1.0
Allen M. Hill	\$30,000	—	1.0
Alessandro Mina	\$15,000	—	0.5
NIP Investment I, LLC	\$15,000	—	0.5
Oster Family Revocable Trust DTD 10-5-76, as amended	\$15,000	—	0.5
Peter and April Kelly Family Trust, 8/9/2006	\$15,000	—	0.5
Peterson Ventures II, LLC	\$30,000	—	1.0
Search Fund Partners 5, LP	\$30,000	—	1.0
Stephen Kaufmann	\$15,000	—	0.5
TD Investment Company – Fund II	\$30,000	—	1.0
TT CER Partners, L.L.C.	\$60,000	—	2.0
<hr/>			
<i>Total</i>	<i>\$390,000</i>	<i>—</i>	<i>13</i>