LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR TAYLORMADE SOLUTIONS, LLC

ARTICLEI

Company Formation

- 1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 NAME. The name of the Company shall be: <u>Taylor Made Solutions</u>, <u>LLC</u>.
- 1.3 REGISTERED AGENT. The name and location of the registered agent of the Company shall be:

Elleck A.Taylor 12228 Hollybank Drive Fort Washington, MD, 20744

- 1.4 TERM. The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of <u>Maryland</u>.
- 1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-I(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-I(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 MEMBERS. The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- A.3 POWERS OF MANAGERS. The Managers, with the Members' written consent, are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local incometax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 MANAGEMENT FEE. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

ARTICLE VII

Transfers

ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

EXHIBIT 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

TAYLORMADE SOLUTIONS, LLC AND FLP GLOBAL, LLC

LISTINGOFMANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

	Printed Name: Elleck A. Taylor
Address: <u>12228 Hollybank Drive</u> Fort Washington, MD, 20744	
Address: <u>12228 Hollybank Drive</u>	Printed Name: <u>Brenda L.Taylor</u>
Fort Washington, MD, 20744	
Address: 510 Rampart Way	Printed Name: Falisa Peoples-Tittle
Oxon Hill, MD, 20745	
The above listed Manager(s) will serve in their of by a majority vote of the Members as defined resignation.	capacities until they are removed for any reason by ARTICLE 4 or upon their voluntary
Signed and agreed this day of March 21, 2016:	
alleh A fullo	Printed Name: Elleck A. Taylor
Signature of Member	
French J. Taylon	Printed Name: Brenda L. Taylor
Signature of Member	
9797 2.22	Minted Name, Falica Poonlos-Tittle

EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

TaylorMade Solutions, LLC and FLP Global, LLC

LISTING OF MEMBERS

As of this day of March 21, 2016, the following is a list of Members of the Company:

Name Elleck A. Taylor

Address: 12228 Hollybank Dr. Fort Washington, MD, 20744

Name Brenda L. Taylor

Address 12228 Hollybank Dr, Fort Washington, MD, 20744

Name Falisa Peoples-Tittle

Address 510 Rampart Way, Oxon Hill, MD, 20745

Authorized by Member(s) to provide Member Listing as of this day of March 21, 2016:

Signature of Member

Printed Name: BrendaL.Taylor

Printed Name: Falisa Peoples-Tittle

Printed Name: Eleck A Taylor

Signature of Member

Signature of Member

EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR TaylorMade Solutions, LLC and FLP Global, LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$3,000.00. The description and each individual portion of this initial contribution is as follows:

Elleck A. Taylor and Brenda L. Taylor

\$1,500.00

Falisa Peoples-Tittle

\$1,500.00

Signature of Member

Signature of Member

Signature of Member

Printed Name: Elleck A Taylor

PrintedName: BrendaL. Taylor

Printed Name: Falisa Peoples-Tittle