

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
GUCHI'S IDEA LLC**

This LIMITED LIABILITY OPERATING AGREEMENT of GUCHI'S IDEA LLC, a limited liability company organized pursuant to the New York Limited Liability Company Law, is made and effective as of the date (the "Effective Date") it was adopted by a "majority in interest of the members," as that term is defined in Section 102 of the Act.

WITNESSETH:

WHEREAS, as of the date of the Company's formation and continuing through and including the Effective Date hereof, Yuji Haraguchi ("Haraguchi") has a majority share of the profits of the Company (75%) and Tara Norvell ("Norvell") has a minority share (25%);

WHEREAS, the Members have not adopted any operating agreement prior to the Effective Date, but seek to do so in accordance with the Act, that will govern, among other things, (i) the business of the Company, (ii) the conduct of the Company's affairs, and (iii) the rights, powers, preferences limitations or responsibilities of the Company's members, managers, employees or agents, as the case may be; and

WHEREAS, Haraguchi, who owns a "majority in interest of the members," as that term is defined in Section 102 of the Act, shall duly take action by written consent and without a meeting to adopt this Agreement as the operating agreement of the Company, as provided in and authorized by Sections 402(c)(3) and 407 of the Act;

NOW, THEREFORE, with reference to the foregoing recitals, this Agreement is, and the same shall hereby be, adopted as the operating agreement for the Company.

Article I. – Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

Act: The New York Limited Liability Company Law and all amendments thereto, now or hereafter.

Agreement: This Limited Liability Company Operating Agreement of Guchi's Idea LLC, including all amendments hereafter adopted in accordance with the terms of this Agreement and the Act.

Articles: The Articles of Organization of the Company, including all amendments thereto as are filed with the Department of State of New York.

Business Day: Any day other than Saturday, Sunday, or any other legal holiday observed in the State of New York.

Capital Account: The account maintained for a Member, determined in accordance with Article VII.

Capital Contribution: The value of any Property contributed to the Company by or on behalf of a Member, as listed in Schedule A, and as may be updated from time to time in accordance with the terms of this Agreement.

Code: The Internal Revenue Code of 1986, as amended from time to time.

Commitment: The Capital Contributions that a Member is obligated to make.

Company: Guchi's Idea LLC, a limited liability company formed under the laws of New York.

Dissociation: Any action which causes a person to cease to be a Member as described in Article XI hereof.

Dissolution Event: An event, the occurrence of which will result in the dissolution, liquidation, and winding up of the Company.

Distribution: A transfer of Property by the Company to a Member on account of a Membership Interest.

Majority of the Managers: The vote of a majority of the Managers of the Company.

Majority of the Members: The vote of the Members whose aggregate Membership Interests exceed fifty (50%) percent of the Membership Interests of all of the Members.

Management Rights: The right, to the extent permitted by this Agreement or the Act, of the Managing Member to manage the Company, to vote on any matter, and to grant or to withhold consent or approval of actions of the Company, as specifically set forth herein.

Managing Member: Haraguchi and upon his death, disability, or resignation, any successors or assigns of Haraguchi's Membership Interest.

Member: Each member of the Company as of the Effective Date, and any person hereafter admitted to the Company as a member.

Membership Interest: The rights of a Member or Assignee to Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions and credits of the Company and, to the extent permitted by this Agreement or the Act, to possess and exercise Management Rights.

Percentage Share: The percentage of the profits of the Company owned by each Member as set forth on Schedule A hereto.

Property: Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Schedule A: Schedule A to this Agreement, setting forth the name, address, Capital Contribution, Percentage Share and Membership Interest of each Member.

Tax Characterization: It is intended that the Company be characterized and treated as a partnership for, and solely for, federal state and local income tax purposes. For such purposes, (i) the Company shall be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; and (ii) any references to a “Partner,” to “Partners” and to the “Partnership” in this Agreement and in the provisions of the Code and tax regulations cited in this Agreement shall be deemed to refer to a Member, the Members and the Company, respectively.

Article II. – Formation

Section 2.01. Organization. The Company has been organized as a New York limited liability company pursuant to the provisions of the Act. The Members, and their Capital Contributions, Percentage Shares, and Membership Interests, are set forth on Schedule A.

Section 2.02. Agreement. This Agreement has been adopted in accordance with the Act as the operating agreement of the Company, and shall be binding on the Company, its Members, and its Managers, as of the Effective Date.

Section 2.03. Name. The name of the Company is Guchi’s Idea LLC, or such other name which may be selected by the Members and which is acceptable to the appropriate recording officials of the State of New York, and all business of the Company shall be conducted under that name.

Section 2.04. Term. The Company shall exist until dissolved and its affairs wound up in accordance with the Act and this Agreement.

Section 2.05. Principal Office. The Principal Office shall be located at 150 Ainslie St. # 2, Brooklyn, NY 11211, or such other location as may be selected by the Members.

Article III. – Purpose; Nature of Business

Section 3.01. The purpose of the Company is to engage in the business of operating the restaurant named Okonomi located at 150 Ainslie St, Brooklyn, New York 11211. The Company shall have no other purpose and shall engage in no other activity unless approved, in writing, by a majority of the Membership Interests in the Company.

Article IV. – Accounting and Records

Section 4.01. Records to be Maintained. The Company shall maintain the following records at the Principal Office:

- (a) a current list of the full name set forth in alphabetical order and last known mailing address of each Member or Manager, together for each Member with the information set forth on Schedule A relating to each Member's Capital Contribution and Percentage Share;
- (b) a copy of the Articles and any amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any such amendments have been executed;
- (c) a copy of the Company's federal, state, and local income or information tax returns and reports for the three (3) most recent fiscal years;
- (d) a copy of this Agreement, including any amendments thereto; and
- (e) any other agreements or documents required by the Act or this Agreement.

Any Member or his duly authorized representative may inspect and copy at his own expense for any purpose reasonably related to the Member's interest as a Member the records

referred to herein at any time during regular business hours upon reasonable prior notice to the Company.

Section 4.02. Tax Returns and Reports. The Company shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and the Company shall prepare and deliver to each Member, within ninety (90) days after the expiration of each fiscal year, and at Company expense, all information returns and reports required by the Code and tax regulations and other Company information necessary for the preparation of the Member's individual income tax returns.

Article V. – Names, Addresses and Interests of Members

The names, addresses, Membership Interests, and Percentage Shares of the Members are as stated on Schedule A annexed hereto and made a part hereof. Subject to the terms of this Agreement, the Members may admit new persons as Members and designate the Membership Interests of such new Members upon such terms as they may determine as set forth in this Agreement. Except as may be otherwise agreed by the Members in accordance with this Agreement, upon the admission of any new Members, the Membership Interests of the then existing Members shall be diluted *pro rata*. Schedule A shall be amended by the Managing Member as necessary from time to time to reflect changes and adjustments to the names and addresses of the Members and their respective Membership Interests made in accordance with the terms of this Agreement (provided that a failure to reflect any such change or adjustment on Schedule A shall not prevent any such change or adjustment from being effective).

Article VI. Rights and Duties of Managers and Members

Section 6.01. Managing Member. The Managing Member of the Company shall be Haraguchi. Except as otherwise provided herein, the management of the Company shall be vested in the Managing Member.

Section 6.02. Management Rights.

The Managing Member shall possess and enjoy all of the management rights and powers provided in the Act, except as otherwise modified or limited by this Agreement. Except as otherwise specifically provided herein, the Managing Member shall conduct and manage the business of the Company in accordance with the provisions of the Act and the terms of this Agreement. The Managing Member is authorized and empowered on behalf and in the name of the Company to carry out any and all of the objectives and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings and engage in all activities and transactions which it deems necessary or advisable. Without limiting the foregoing general powers, the Managing Member is hereby authorized and empowered on behalf and in the name of the Company to, among other things:

- i. appoint, delegate authority to, remove and terminate such employees, officers and agents as appropriate;
- ii. sell, exchange, pledge or otherwise transfer all or any portion of the assets of the Company;
- iii. approve any merger or consolidation of the Company with or into another limited liability company or other business entity;
- iv. borrow or lend money on behalf of the Company on such terms and conditions as they shall determine;
- v. make all tax elections on behalf of the Company;
- vi. employ one or more custodians of the assets of the Company;

- vii. possess, sell, exchange, lend, pledge, mortgage, transfer, hypothecate, write opinions on, lease and otherwise deal in, or take other action with respect to, any or all of the assets of the Company;
- viii. vote, give assent and otherwise exercise all rights, powers, privileges and other incidents of ownership or possession with respect to assets of the Company;
- ix. employ or consult with such agents or independent contractors as it may deem necessary or advisable, including without limitation, brokers, auditors, counsel, consultants, managers or specialists in any field of endeavor whatsoever;
- x. pay all expenses, fees, charges, taxes and liabilities incurred or arising in connection with the conduct of the affairs of the Company;
- xi. enter into joint ventures, general or limited partnerships and any other combinations or associations;
- xii. adopt, amend and repeal resolutions not inconsistent with this Agreement providing for the conduct of the Company's business; and
- xiii. enter, make and perform such other contracts, agreements and other undertakings as may be necessary, desirable, advisable or incidental to the carrying out of any of the foregoing powers, objects or purposes, including contracts, agreements and undertakings with affiliates of any Member.

Section 6.03. Members. Each Member's Percentage Share in the first instance shall be the percentage set forth opposite such Member's name on Schedule A hereto and shall be subject to subsequent adjustment as provided in this Agreement.

Section 6.04. Votes of Members. With respect to any matter pursuant to which a vote may be taken under this Agreement or the Act by the Members, each Member shall have a vote that is equal to the percentage which his Membership Interest bears to the aggregate Membership Interests of all of the Members.

Section 6.05. Majority Approvals by Members. Except as otherwise provided in this Agreement or as may be required under the Act, any action to be taken by the Members may be taken by a Majority of the Members.

Section 6.06. Liability of Members. No Member, including the Managing Member, shall be liable for any debts, obligations or liabilities of the Company or any other Member or Manager, whether arising in tort, contract, or otherwise, solely by reason of being a Member or Managing Member or acting (or omitting to act) in such capacity or participating in the conduct of the business of the Company.

Section 6.07. Indemnification of the Company. A Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any unauthorized action by such Member.

Section 6.08. Conflicts of Interest/Other Businesses.

- (a) A Member, including the Managing Member, does not violate any duty or any obligation to the Company merely because his conduct furthers his own interest. A Member, including the Managing Member, may lend money to and transact business with the Company. The rights and obligations of a Member, including the Managing Member, who lends money or transacts business with the

Company are the same as those of a person who is not a Member or Managing Member, subject to applicable law. No transaction with the Company shall be voidable solely because a Member, including the Managing Member, has a direct or indirect interest in the transaction if it is fair and reasonable to the Company.

- (b) A Member or Managing Member may, directly or indirectly, own, manage, operate, control, be employed by, participate in, be financially interested in or represent, or render any advice or services to, any other business, independently or with others, regardless of whether the activities of such other business may conflict with, may be competitive with, or may be similar to that of the Company. Neither the Company or the Members shall have, or have the right to acquire, any right, by virtue of this Agreement, in and to any such independent venture or to the income or profits derived therefrom.
- (c) Members of the Company may engage in competing businesses, whether in the same line of business or not. The Members of the Company shall be free to operate other restaurants, businesses, markets, shops, or activities of any type whatsoever, at any time. Members may do so either directly or indirectly and may own other companies in the same or similar lines of business. No Member shall owe any fiduciary duty to the Company not to compete with the Company in its business.

Section 6.09. Standard of Care; Indemnification.

- (a) The Managing Member (including any testator or intestate of such Managing Member) and, to the extent the Managing Member is not a natural person, each

of the Managing Member's directors, officers, agents or employees acting on its behalf (hereinafter "Exculpated Parties"), shall not be liable to the Company or any Member for any damages suffered by the Company or any Member as a result of any breach of duty by any Exculpated Party in the capacity of a Managing Member, except to the extent that a judgment or other final adjudication adverse to the Exculpated Party, or principal of such Exculpated Party, establishes that the acts or omissions of the Exculpated Party, or a principal of such Exculpated Party, were in bad faith or involved intentional misconduct or a knowing violation of law or that the Exculpated Party, or a principal of such Exculpated Party, personally gained in fact a financial profit or other advantage to which the Exculpated Party, or a principal of such Exculpated Party, was not legally entitled, or that with respect to a Distribution subject to subdivision (a) of Section 508 of the Act, the acts of the Exculpated party, or a principal of such Exculpated Party, were not performed in accordance with Section 409 of the Act.

- (b) The satisfaction of any indemnification shall be from and limited to the Company's Property and the other Members shall not have any personal liability on account thereof.

Section 6.10. Meetings of Members. Members shall be permitted to meet from time to time in accordance with the Act for the purpose of discussing and/or transacting the business of the Company.

Section 6.11. Action Without a Meeting.

- (a) Whenever Members or the Managing Member are required or permitted to take any action by vote, or any consent of Members or the Managing Member are required hereunder, such action may be taken, or such consent given, without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by (i) the Managing Member or (ii) Members who hold Percentage Shares representing not less than the minimum number of Percentage Shares that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted. All such consents shall be delivered to the Principal Office or the Managing Member. Delivery made to the Principal Office of the Company or the Managing Member shall be by hand or by certified or registered mail, return receipt requested.
- (b) Every written consent shall bear the date of signature of the Managing Member and/or each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated consent, written consents signed by (i) the Managing Member or (ii) holders of sufficient Percentage Shares to authorize or approve the action are delivered to the Principal Office or the Managing Member. Delivery made to such Principal Office or the Managing Member shall be by hand or by certified or registered mail, return receipt requested.
- (c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent of all Members shall be given to those Members who

have not consented in writing, but would have been entitled to vote thereon had such action been taken at a meeting.

Section 6.12 Insurance. The Company may obtain such insurance as may be deemed prudent or necessary, including “Key Man” insurance, upon the approval of a Majority of the Members.

Article VII. – Contributions, Capital Accounts, and Loans

Section 7.01 Capital Contributions.

- (a) The Members have made Capital Contributions in the amounts set forth on Schedule A hereto, and have received the Membership Interests and Percentage Shares described on Schedule A. No Member shall be entitled to withdraw or be repaid any part of such Member’s Capital Contribution, except as otherwise specifically provided for herein. No Member shall be liable for the return of any other Member’s Capital Contribution to the Company; any such return of capital shall be made solely from the assets of the Company available therefor. A Member shall have no right to, interest in, or claim against any specific Property of the Company by reason of the Member’s Membership Interest.

Section 7.02. Additional Capital Contributions.

- (a) If the Managing Member determines, in his or its reasonable discretion, that the Company requires additional Capital Contributions, whether to fund necessary capital expenditures, to satisfy existing or expected liabilities, to meet shortfalls in the expenses of operating the Company, or otherwise, then the Managing Member shall give notice to each Member of (i) the total amount of Capital Contributions required; (ii) the reason the additional Capital Contributions are

required; (iii) each Member's proportionate share of the total additional Capital Contributions (determined in accordance with this Section); and (iv) the date each Member's additional Capital Contribution is due and payable, which date shall be not less than ten (10) days after the notice has been given. A Member's share of the total additional Capital Contribution shall be the Percentage Share of that Member, as shown on Schedule A hereto.

- (b) If any Member (a "Defaulting Member") fails to pay when due all or any portion of any required additional Capital Contribution and one or more other Members has timely paid all of his or its required additional Capital Contribution, the Managing Member shall request each such other Member which has timely paid all of its required additional Capital Contribution (the "Nondefaulting Members") to pay the unpaid amount of the Defaulting Member's additional Capital Contribution (the "Unpaid Contribution"). Each Nondefaulting Member shall have the opportunity to contribute his or its *pro rata* share (based on the relationship of his or its Percentage Share to the aggregate Percentage Shares of all Nondefaulting Members) of the Unpaid Contribution of each Defaulting Member by tendering such share to the Managing Member within ten (10) days of receipt of notice from the Managing Member.
- (c) In the event that a Defaulting Member fails to make any additional Capital Contribution for which he or it is obligated, (i) the Company and/or Nondefaulting Member(s) may enforce such obligations in such manner as may be permitted by law, and (ii) the Managing Member shall discontinue any and all Distributions to such Defaulting Member until such default has been cured. At

the option of the Nondefaulting Member(s), any such Distributions shall be applied in whole or in part against any Unpaid Contribution advanced by the Nondefaulting Member(s) on behalf of the Defaulting Member.

- (d) The failure of a Defaulting Member to make any required additional Capital Contribution shall be subject to any or all of the following consequences at the option of the Managing Member:
- i. reduction or elimination of the Defaulting Member's Membership Interest; and/or
 - ii. subordination of the Defaulting Member's Membership Interest to that of the Nondefaulting Members; and/or
 - iii. forced sale of the Defaulting Member's Membership Interest; and/or
 - iv. forfeiture of the Defaulting Member's Membership Interest; and/or
 - v. any other reasonable and lawful method to rectify such Defaulting Member's failure to meet his obligation.

The Managing Member shall amend Schedule A accordingly. These remedies are in addition to any other remedies allowed by law or by this Agreement.

Section 7.03. Capital Account. A separate Capital account shall be established and maintained for each member in accordance with Treas. Reg. Section 1.704(b). Except as otherwise provided herein, a Member's Capital Account shall be equal to the cash and the fair market value of any Property (net of any liabilities secured by such Property that the Company is

considered to have assumed or taken subject to) contributed by such Member to the capital of the Company in accordance with this Agreement. Each Member's Capital Contribution to, or capital withdrawal from, the Member's Capital Account, shall be credited, or debited, respectively, to that Member's Capital Account. Subject to the provisions of Section 7.04 hereof, items of income, gain, loss, deduction or credit shall be allocated to the Capital Accounts of the Members in proportion to their respective Membership Interest.

Section 7.04. Repayment of Member Loans. Each Member may, but shall not be required to, advance funds to the Company. Any such advances shall not be considered Capital Contributions but shall be treated as loans to the Company and shall bear interest at the annual rate of interest equal to four (4%) percent above the prime rate of interest charged from time to time by the primary commercial bank in the State of New York with whom the company usually does business. Notwithstanding the provisions of Section 7.02 and Article VIII hereof, Distributions of cash shall only be made, after loans, if any, made by Members to the Company have been repaid.

Article VIII. – Distributions

The Company may make Distributions from time to time to the Members at such time and in such amounts as the Managing Member shall determine. Subject to the provisions of Section 7.04 hereto, Distributions shall be made to each Member in proportion to such member's Membership Interest. Such Distributions may take the form of cash or other Property. All Distributions to a Member shall be offset by any amounts owing to this Company by such Member. No Distributions shall be made which render this Company insolvent. The Managing Member may provide for such reasonable reserves as he or it may deem necessary for the conduct of the Company's business and may refuse to make any Distributions of the Company's

net profits or income. Additionally, all Distributions shall be made in accordance with Section 508 of the Act.

Article IX. – Tax Matters

The Managing Member shall serve as the tax matters partner for purposes of federal and state income tax matters. The tax matters partner shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The expenses of professional representation during any tax audit controversy or dispute shall be a Company expense payable out of Company funds. The Managing Member may in its sole discretion settle or dispose of any tax controversy or dispute affecting the Company or any of the tax positions taken by the Company.

Article X. – Transfer of Membership Interest

Section 10.01. Compliance with Securities Laws. No Membership Interest has been registered under the Securities Act of 1933, as amended, or under any applicable state securities laws. A Member may not dispose of all or any part of such Member's Membership Interest, except upon compliance with any applicable federal and state securities laws. The Members shall have no obligation to register any Member's Membership Interest under the Securities Act of 1933, as amended, or under any applicable state securities laws, or to make any exemption therefrom available to any Member.

Section 10.02. Transfer of Membership Interest. No Member may dispose of his Membership Interest unless:

- (a) The Managing Member shall have consented in writing to the transfer;
- (b) The Disposing Member shall have paid all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Company in connection with the transfer;
- (c) The Disposing Member shall have furnished the Company with a written opinion of counsel, satisfactory in form and substance to counsel for the Company, that such transfer complies with any applicable federal and state securities laws and this Agreement and that such transfer, for federal income tax purposes, will not cause the termination of the Company under Section 708(b) of the Code, cause the Company to be treated as an association taxable as a corporation for income tax purposes, or otherwise adversely affect the Company or the Members; and
- (d) The Disposing Member shall have complied with the terms and conditions of a written instrument which may be applicable to such transfer and such other conditions as the Company may reasonably require.
- (e) Transfers will be recognized by the Company as effective only upon the close of business on the last day of the calendar month following satisfaction of the above conditions.

Section 10.03. Admission of Assignee as a Member. The transferee of a Membership Interest shall be an Assignee only and shall not have a right to become a Member of the Company unless the following terms and conditions have been satisfied:

- (a) all of the terms and conditions in Section 10.02 shall have been satisfied;
- (b) a Majority of the Members shall have consented in writing to the admission of the Assignee as a Member, which consent may be arbitrarily withheld by any Member.
- (c) the Assignee shall have agreed in writing to assume the obligations, if any, of the transferring Member to the Company, including any obligation to fulfill the *pro rata* portion of the transferring Member's then existing or subsequently arising Commitment allocable to the transferred Membership Interest; and
- (d) the transferring Member and the Assignee shall have complied with such other requirements as the non-transferring Members may reasonably impose, including conditions that the Assignee:
 - i. adopt and approve in writing all the terms and provisions of the Agreement then in effect; and
 - ii. pay the Company's reasonable fees and costs for effecting such transfer and admission.

Section 10.04. Rights of Assignee. Notwithstanding anything to the contrary set forth in this Agreement, an Assignee who has not been admitted as a Member shall be entitled only to receive that share of profits, losses, and Distributions, and the return of Capital Contributions, to which the transferor would have otherwise been entitled with respect to the Membership Interest transferred, and shall not have the rights of a Member under the Act or this Agreement, including Management Rights, voting rights, the right to obtain any information on account of the Company's transactions, to inspect the Company's books, or to grant or withhold consents or approvals of any matter. The Company shall, however, furnish the Assignee with pertinent tax information at the end of each Fiscal Year.

Section 10.05. Death, Dissolution, Bankruptcy or Incompetency. Upon the death, dissolution, adjudication of bankruptcy or incompetency of a Member, this Agreement shall not be terminated. Any successor, executor, administrator or legal representative of a Member who acquires a Member's interest pursuant to a transfer by reason of the Member's death, dissolution, bankruptcy or incompetency shall be an Assignee only, unless admitted as a Member pursuant to Section 10.03.

Section 10.06. Dispositions not in Compliance with this Article Void. With the exception of any transfer or assignment pursuant to Section 10.02, any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article X shall be void *ab initio* and ineffectual and shall not bind the Company or the other Members.

Article XI. – Dissociation of a Member

Section 11.01. Dissociation. A person shall cease to be a Member upon the happening of any of the following events:

- (a) the sale, transfer, or other disposition of his entire Membership Interest pursuant to Article X hereof;
- (b) the withdrawal of a Member pursuant to Section 11.02;
- (c) the expulsion of a Member pursuant to Section 11.03;
- (d) in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- (e) in the case of a Member that is a trust or who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).
- (f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
- (g) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

Section 11.02. Withdrawal. A Member may withdraw as a Member prior to a dissolution and winding up of the Company with the consent of the Managing Member, which consent shall not be unreasonably withheld. Any attempt by a Member to withdraw from the Company in violation of this Agreement shall be ineffective.

Section 11.03. Expulsion of a Member.

(a) A Member may be expelled from the Company by a Majority of the Members if, in the reasonable determination of such Majority of the Members, and upon written notice provided, such Member (the "Expelled Member"):

- i. has materially breached this Agreement, which breach is not cured by the Expelled Member within thirty (30) days after written notice thereof;
- ii. has failed or refused to perform his duties and responsibilities as a Member or Managing Member, and such failure or refusal is not cured by the Expelled Member within thirty (30) days after written notice thereof;
- iii. breaches his fiduciary duties to the Company or the other Members or engages in unlawful conduct in his capacity as a Member or Managing Member; or
- iv. engages in unauthorized or other bad faith conduct which has a material adverse impact on the business of or affairs of the Company.

(b) The effective date of the expulsion of an Expelled Member (the "Expulsion Date") shall be:

- i. in the case of an expulsion pursuant to Section 11.03(a)(i) or (ii), upon the expiration of the Expelled Member's right to cure, where no such cure has taken place in the reasonable determination of the Majority of the Members; or

- ii. in the case of an expulsion pursuant to Section 11.03(a)(iii) or (iv), upon the delivery of written notice to the Expelled Member.
- (c) The Company shall completely redeem the Membership Interest of an Expelled Member by paying an amount equal to the fair value amount. The remaining Members and the Expelled Member shall endeavor in good faith to reach an agreement upon the fair value amount and payment terms (the “Expulsion Redemption Terms”) but not later than thirty (30) days after the Expulsion Date.

Article XII. – Dissolution, Liquidation and Winding Up

Section 12.01. Dissolution. The Company shall be dissolved, liquidated, and its affairs wound up upon the first to occur of any of the following events (each of which shall constitute a Dissolution Event);

- (a) the entry of a decree of judicial dissolution under Section 702 of the Act;
- (b) the written consent of the Managing Member; and
- (c) at any time there are no Members, provided that the Company shall not be dissolved if, within one hundred eighty (180) days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

Section 12.02. Effect of Dissolution. Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed.

Section 12.03. Liquidation and Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company shall take full account of its assets and liabilities, shall liquidate its assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order:

- (a) first, to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the debts and liabilities of the Company, and to the payment of necessary expenses of liquidation;
- (b) second, to the setting up of any reserves which the Members may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Members to an escrow agent or trustee selected by the Members to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Members shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided;
- (c) then, to the Members in accordance with their Capital Account balances after taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year in which the liquidation occurs. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both.

Section 12.04. Windup Up and Filing Articles of Dissolution. Upon the commencement of the winding up of the Company, articles of dissolution shall be delivered by the Company to the secretary of the State of New York for filing. The articles of dissolution shall set forth the information required by the Act. The winding up of the Company shall be complete when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members.

Article XIII. - Miscellaneous

Section 13.01. Notices. Notices to the Company shall be sent to the Principal Office. Notices to the Members shall be sent to their addresses set forth on Schedule A. All notices to the Company shall be in writing, duly signed by the party giving such notice or his agent, and transmitted either personally (including by personal courier or delivery services), by postage prepaid registered or certified mail (return receipt requested), or by overnight courier. All notices shall be deemed given when personally delivered, or, if mailed, on the third business day following the date of mailing, or, if sent by overnight courier, on the next business day following the date of mailing.

Section 13.02. Entire Agreement. This Agreement, together with the schedules and appendices attached hereto, constitutes the entire agreement between the parties and supersedes any prior agreement or understanding between them respecting the subject matter of this Agreement.

Section 13.03. Amendments. This Agreement may be amended or modified only by a written instrument approved in writing in accordance with this Agreement and the Act.

Section 13.04. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, and their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators, except as may otherwise be provided herein.

Section 13.05. Saving Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the operation of any provision of this Agreement would contravene the provisions of the Act, such provision shall be void and ineffectual.

Section 13.07. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile and .pdf signatures shall be acceptable and binding.

Section 13.08. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law principles. Any disputes arising out of or relating to this Agreement shall be brought in the state or federal courts located in the State of New York, County of New York, which shall have the sole and exclusive jurisdiction over any such application. The Members and the Company hereby irrevocably consent to the jurisdiction of said courts for such purpose.

Section 13.09. No Membership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership, either general or limited, under the New York Uniform Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any Member is a partner or that the

Company is a partnership, the Member making such wrongful representation shall be liable to any other Members who incur personal liability by reason of such wrongful representation.

Section 13.10. No Rights of Creditors and Third Parties Under Agreement. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 13.11. Confidentiality.

- (a) Each Member acknowledges that he or she will acquire or has acquired information and materials from the Company, including without limitation non-public financial data, and knowledge about the business, products, customers and suppliers of the Company, the terms and substance of this Agreement, and that all such information, materials and knowledge are and will be trade secrets and confidential and proprietary information of the Company (collectively, "Confidential Information").
- (b) Confidential Information will not include information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the Member, generally known or available to the public; (ii) was acquired by the Member before receiving such information from the Company without restriction as to use or disclosure, but subject to any other agreements governing the confidentiality of such information; (iii) is information which the Member can

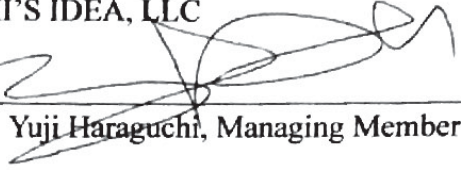
document was independently developed by the Member; or (iv) is disclosed with the prior written consent of the Company.

- (c) Each Member agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as may be required for the preparation of the Member's individual tax returns, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement.
- (d) Each Member will take all action reasonably necessary to protect the confidentiality of any and all Confidential Information which is now in, has been in the past, or which may in the future come into, the Member's possession.
- (e) To the extent any Confidential Information is revealed or made public contrary to the terms of this Agreement, or any other agreement relating to the Company and/or under which a Member is bound, as determined in the sole and absolute discretion of the Managing Member, such Member shall lose all rights to receive any further Confidential Information, in addition to being subject to any other rights, remedies or causes of action available to the Company in law or equity.

IN WITNESS WHEREOF, a "majority in interest of the members," as that term is defined in Section 102 of the Act, have caused this Agreement to be duly adopted and effective in accordance with the Act as of the Effective Date.

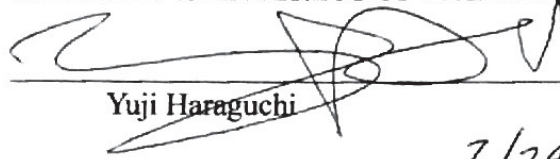
GUCHI'S IDEA, LLC

By:



Yuji Haraguchi, Managing Member

MAJORITY IN INTEREST OF THE MEMBERS



Yuji Haraguchi

2/24/16

SCHEDULE A

Name/Address	Capital Contribution	Percentage Share and Membership Interest
Yuji Haraguchi 150 Ainslie Street, #2 Brooklyn, NY 11211	\$205,132.95	86.4%
Tara Norvell 562 Morgan Ave., Apt. 4 Brooklyn, NY 11222	\$0.00	14.6%