

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT  
OF  
LUMIA LLC**

This **LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "Agreement") is entered into and shall be effective as of the 30th day of March, 2016, by and between LUMIA LLC, a **limited liability company organized under the laws of the State of Delaware** (the "Company"), MANDARINI TRUST and MARIA ELISABETTA ZANCLA AND LUIGI SCAFFIDI, TENANCY BY ENTIRETY, (the "Members"), and STEFANIA SCAFFIDI (the "Manager").

**ARTICLE I  
ORGANIZATION AND DEFINITIONS**

1.1. **Organization.** The management of the Company shall be reserved or carried out by one or more managers (the "Manager"). The Manager may be, but need not be a member of the Company. The Company shall be governed by the laws of the State of Delaware in accordance with this Agreement.

1.2. **Principal Office.** The principal office of the Company will be such location as may be determined by the Manager.

1.3. **Term.** The Company's existence will continue perpetually unless it is sooner terminated by agreement of those Members holding a majority of the Units.

**ARTICLE II  
PURPOSES AND BUSINESS OF THE COMPANY**

2.1. **Purposes of the Company.** The Company has been formed for the purpose of carrying out any and all lawful activities.

2.2. **Authority of the Company.** To carry out its purposes, the Company, consistent with and subject to the provisions of this Agreement and all applicable laws, is empowered and authorized to do any and all acts and things incidental to, or necessary, appropriate, proper, advisable, or convenient for, the furtherance and accomplishment of its purposes.

**ARTICLE III  
THE MEMBERS; LIMITED LIABILITY;  
DISTRIBUTIONS AND RELATED MATTERS**

3.1 **Members; Capital Contributions; Limited Liability.** The initial Members of the Company are as set forth above. Each Member shall not have any personal liability whatsoever in his/its capacity as Member, whether to the Company, or to the creditors of the Company, for the debts, liabilities, contracts, or any other obligations of the Company, or for any losses of the Company.

3.2. **Capital Accounts; Allocations; Distributions.** A separate capital account will be maintained for the Members in accordance with regulations promulgated by the United States Department of the Treasury pursuant to Section 704 of the Internal Revenue Code of 1986, as amended. Every item of income, profit, expense and loss of the Company shall be allocated to the Members, in accordance with his membership interest in the Company. All distributions of cash or other property by the Company to the Members shall be made in accordance with his/her membership interest in the Company.

3.3. **Additional Contributions.** No Member shall be required to make any additional capital contributions to the LLC. If additional capital is required, the members may make contributions in proportion to the manner in which profits are shared. Additional capital may be contributed in disproportionate amounts upon written consent or action of the Manager.

#### **ARTICLE IV MANAGEMENT**

4.1. **Management Power of Managers.** The Manager of the Company is as set forth above. The Manager of the Company is hereby granted the right, power, and authority to do on behalf of the Company all things which are necessary or appropriate to manage the Company's affairs and fulfill the purposes of the Company. Any and all persons dealing with the Company shall have the right to rely upon the action of the Manager to bind the Company and need not obtain any written consent or permission from the Members to so bind the Company.

4.2. **Duties and Obligations of the Manager.** The Manager shall take all actions which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Florida and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged. The Manager shall at all times conduct the affairs of the Company in such a manner that the Members will not have any personal liability with respect to any Company obligations.

4.3. **Reimbursement and Compensation of Managers.** The Manager shall be entitled to be reimbursed by the Company for out-of-pocket expenses incurred in his capacity as Manager in connection with the management of the Company and its business, and to compensation for his/its service.

4.4. **Indemnification of the Managers and Members by the Company.** The Managers and the Members, each of the foregoing Persons referred to as a "Covered Person," shall be indemnified by the Company to the fullest extent permitted by law against losses, judgments, liabilities, expenses and amounts incurred or paid, including attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities, by the Covered Person in connection with any claim, action, suit or proceeding in which such Covered Person becomes involved as a party or otherwise, or with which such Covered Person shall be threatened, in connection with the acquisition of property or assets by the Company or the conduct of its business. Expenses incurred by any Covered Person in connection with the

preparation and presentation of a defense or response to any claim, action, suit or proceeding shall be paid by the Company.

4.5. **Rights and Obligations of Members.** The Members shall take no part in the management or control of the Company's business, but may exercise the rights and powers of a Member under this Agreement and applicable law. The Members shall have no power to represent, act for, sign for or bind the Company. The Members hereby consent and agrees to the exercise by the Managers of the powers conferred on them by applicable law and this Agreement.

## **ARTICLE V APPOINTMENT AND REMOVAL OF MANAGERS**

5.1. **Appointment of Managers.** The Members hereby appoint STEFANIA SCAFFIDI as the sole Manager. If STEFANIA SCAFFIDI shall resign or be unable to continue to serve as Manager then a new Manager shall be appointed by the Members holding a majority of the Units of the Company.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

6.01. **No Third Party Beneficiary.** Except for the parties to this Agreement and their respective successors and assigns, no third party beneficiaries are intended by this Agreement.

6.02. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida to the extent possible and practicable, and otherwise under Delaware law.

6.03. **Jurisdiction and Venue.** With respect to any legal action or proceeding arising under this Agreement, the parties hereto submit to the jurisdiction of the state and federal courts in the State of Florida and agree that the venue of any such action or proceeding shall be laid in Miami-Dade County, Florida.

6.04. **Amendment and Waiver.** No waiver, modification or termination of this Agreement shall be effective unless made in a writing signed by all of the parties hereto. The failure of any party at any time to require strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to require strict performance of the same condition, promise, agreement or understanding at a subsequent time.

6.05. **Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



6.06. **Interpretation.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof. Captions are used only for convenience of reference and have no other significance or effect. Whenever the context requires, the singular shall include the plural and references to masculine, feminine, and neutral genders shall include references to all other genders.

6.07. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Operating Agreement on the date first above written.

THE COMPANY:

LUMIA LLC  
a Delaware limited liability company

By: Stefania Scaffidi  
Stefania Scaffidi, Manager

MEMBERS:

Stefania Scaffidi  
MANDARINI TRUST by: Lumia LLC, Trustee

MARIA ELISABETA ZANCLA  
AND LUIGI SCAFFIDI, TENANCY BY ENTIRETY

*Maria Elisabetta Zancla*  
*Luigi Scaffidi*

MANAGER:

Stefania Scaffidi  
STEFANIA SCAFFIDI

**SCHEDULE A**  
**MEMBERS**

<u>Name</u>	<u>Initial Capital Account</u>	<u>Units Held</u>
MANDARINI TRUST	\$ 98	98
MARIA ELISABETA ZANCLA AND       LUIGI SCAFFIDI, TENANCY   BY ENTIRETY	2	2