

VILLAGE BOXPARK LLC

Operating Agreement

THIS OPERATING AGREEMENT of Village Boxpark LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

A. The Company has been formed as a limited liability company under Chapter 419 of Title 2.6, et seq., of the California Code (the "California Revised Uniform Limited Liability Company Act"), by the filing of the certificate of formation with the office of the Secretary of State of California. The Company may carry on any lawful business, purpose or activity permitted under the Act.

B. The location of the principal place of business of the Company shall be determined by the Members. In addition, the Company may maintain such other offices as the Manager may deem advisable at any other place or places within or without the United States.

C. The registered agent for the Company is set forth in the Company's certificate of formation, provided that the Members may from time to time designate another registered agent by appropriate filings with the Secretary of State.

D. The term of the Company commenced on the date of filing of the certificate of formation and shall be perpetual, unless an earlier term is specified in Section 8.1 or the Company is dissolved and terminated in accordance with the provisions of this Agreement

E. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the California Revised Uniform Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Village Boxpark LLC, a California limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

7.2 Restrictions on Transfer. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under the California Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 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.

8.2 Automatic dissolution upon certain events. Upon the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: 9/25/19



Oliver B. Mitchell III

AFFIDAVIT

I, Oliver B. Mitchell III, hereby affirm my current occupation is Owner/President. I am currently 49 years old and my current address is PO Box 1705, Long Beach, California, 90801.

I hereby state that on September 25, 2019, I, hereby formed Village Boxpark LLC in accordance with state laws under the State of California and as of this date am the only legal owner, manager/member of Village Boxpark LLC.

I hereby state that the information above is true. I also confirm this information is both accurate and complete and affix the company seal in witness thereof a notary public.

In the State of California, County of Los Angeles.

Signature of Agent/Notary Public


Signature of Manager/Member

Date

5/8/20
Date

SEE ATTACHED
NOTARIAL CERTIFICATE

86 05-08-2020



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 8, 2020 before me, Juliana Sernas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Oliver B. Mitchell III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Juliana Sernas
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Village Box Park LLC Operating Agreement

Document Date: 05-08-2020 Number of Pages: 11 pages

Signer(s) Other Than Named Above: N-A

Capacity(ies) Claimed by Signer(s)

Signer's Name: OLIVER B. MITCHELL III
 Corporate Officer - Title(s): PRESIDENT / CEO

- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: SELF CEO

Signer's Name: N-A
 Corporate Officer - Title(s): _____

- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: N-A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Oliver B. Mitchell III	100.00	100%

