SECOND AMENDED AND RESTATED OPERATING AGREEMENT OF GREGORY FUNDING LLC

The undersigned members of Gregory Funding LLC (the "LLC"), by execution hereof, hereby adopts this Second Amended and Restated Operating Agreement as the operating agreement for the LLC (the "Agreement").

1. Organization.

- 1.1 The Articles of Organization for the LLC, filed with the Oregon Secretary of State, Corporate Division on June 21, 2004 and amended April 10, 2013, are hereby ratified and approved.
- 1.2 The LLC may engage in any lawful business permitted under the Oregon Limited Liability Company Act ("Act").
- 1.3 All property of the LLC shall be owned by the LLC as an entity and held in its own name, no member shall have any ownership interest in such property in its individual name, and its interest in the LLC shall be personal property for all purposes.
- 1.4 The members formed the LLC under the Act and intend to form a limited liability company under the Act and no other form of entity.

2. Members.

2.1 The names of the members of the LLC and the ownership interests are:

Great Ajax FS LLC	99.82%
Jamieson Holdings Inc.	00.18%

- 2.2 Any member, with the written consent of members holding not less than a majority of the total ownership interests in the LLC, may call for capital contributions from the members provided such call is made in good faith, is reasonably necessary for carrying out the business of the LLC and provided the call is applied to all members in proportion to their respective ownership interests. Each member shall contribute its total commitment within two (2) days after a call for capital is made and approved by a majority in ownership of the members.
- 2.3 Each member's share of the profits and losses of the LLC shall be allocated based on their ownership interests.
- 2.4 If an additional member or members are admitted to the LLC, the interest of each member shall be fixed in a written agreement signed by the existing member or members and the new member or members, which agreement shall constitute an amendment to this
- 1 OPERATING AGREEMENT GREGORY FUNDING LLC

Agreement. New members may be admitted as members only with the written consent of members holding a majority of the capital of the LLC.

- 2.5 No member shall have any power or authority to bind the LLC unless such member has been authorized by the LLC to act as an agent of the LLC in accordance with this Agreement.
- 2.6 Each member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. A member will not be personally liable, merely as a member, for any debts or losses of the LLC beyond the member's respective contributions and any obligation of the member under the terms of this Agreement to make additional contributions, except as otherwise provided by law.
- 2.7 The LLC shall indemnify the members and manager for all costs, losses, liabilities and damages paid or accrued by the member or manager in connection with the business of the LLC to the fullest extent provided or allowed by law.
- 2.8 Any member or a manager of the LLC may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.
- 2.9 An individual capital account shall be maintained for each member. Each member's capital account shall be (a) credited with all capital contributions by such member and the member's distributive share of all income and gain and (b) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with all applicable federal tax accounting principles, including but not limited to the principles set forth in Treasury Regulation 1.704-1(b)(2)(iv) as such regulation may be amended, modified, supplemented or replaced. No interest shall be paid on a member's capital contributions.
- 2.10 Notwithstanding anything in this Agreement to the contrary, no loss, deduction or expenditure described in Internal Revenue Code ("IRC") 705(a)(2)(B) as such regulation may be amended, modified, supplemented or replaced shall be allocated to any member if such allocation would cause such member to have or increase a deficit capital account. The amount of the loss, deduction or IRC 705(a)(2)(B) expenditure (as such regulation may be amended, modified, supplemented or replaced) which would have caused a member to have or increase a deficit capital account shall instead be allocated pro rata to the capital accounts of the other members who do not have deficit capital accounts until their capital accounts are reduced to zero and thereafter to all members in accordance with their ownership interests.
- 2.11 If any member unexpectedly receives any adjustments, allocations of distributions described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5) or (6), as such regulation may be amended, modified, supplemented or replaced, which create or increase a

deficit capital account of the member, then items of LLC income and gain, consisting of a pro rata portion of each item of LLC income, including gross income and gain for such year and, if necessary, for subsequent years, shall be specially credited to the capital account of the member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit capital account so created as quickly as possible. It is the intent that this section be interpreted to comply with the alternative test for economic effect set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d) as such regulation may be amended, modified, supplemented or replaced.

- 2.12 Any member, with the written consent of members holding a majority of the ownership interests in the LLC, may call for additional capital contributions from the members provided such call is made in good faith, is reasonably necessary for carrying out the business of the LLC, and is applied to all members in proportion to their respective ownership interests. If any member does not agree or fails to contribute such member's share of the capital called for, the other members shall be offered, pro rata based on their ownership interests, the opportunity to contribute the share of additional capital called for which the member failed to contribute. After all additional capital contributions have been made, each member's ownership interests and interest in the profits or losses of the LLC shall be adjusted to an amount equal to the ratio which each member's capital bears to the total capital of all of the members.
- 2.13 To the extent the total capital contributed by the members is less than the total amount of the capital call, the other members may, but shall not be obligated to, loan to the LLC an amount equal to the capital call shortfall or the members who agreed to meet their capital call obligation may loan an amount equal to the entire capital call, in lieu of making the required capital call. Such loan shall bear interest at the rate of two percent (2%) per month and shall be payable, in full, from available cash of the LLC before any further distributions are made to the members. Each member meeting the call shall have the right to participate in this loan, pro rata based on their percentage ownership interest in the LLC.
- 2.14 The LLC shall have not less than two (2) members at any time during any period in which the LLC continues to buy, sell, service, fund or originate federally-insured or guaranteed mortgages. If a member wishes to terminate its membership when there are only two (2) members, said member may not terminate its membership until substitution of a new member is arranged; if a member terminates involuntarily when there are only two (2) members, the remaining member shall promptly arrange membership of a new second member.

3. Meetings of the Members.

- 3.1 A meeting of the members shall be held upon the call of any member. The member or members calling the meeting must sign, date and deliver to the other members a written request for a meeting.
- 3.2 Meetings of the members shall be held at any place designated by the member or members calling the meeting. Meetings may also be held by telephone conference. At any
- 3 OPERATING AGREEMENT GREGORY FUNDING LLC

meeting, any member not physically present may attend, vote and participate by telephone.

- 3.3 The member or members calling the meeting shall provide notice of the meeting to each member not more than sixty (60) nor less than ten (10) days before the meeting date. The notice must include a description of the purpose for which the meeting is called.
- 3.4 Any action of the members which can be taken at a meeting of the members may be taken without meeting if the proportion of members which would have been required to approve such action at a meeting consent, in writing, to such action.
- 3.5 Except where a higher percentage is expressly required by the terms of this Agreement, any decision of the members shall require a vote of members holding a majority of the ownership interests in the LLC.

4. Management and Officers.

- 4.1 Subject to restrictions that may be imposed from time to time, the business of the LLC shall be managed by a Manager or Managers. The Manager or Managers and any delegated authorities shall be designated by the approval of members holding not less than eighty (80%) of the ownership interests of the LLC. Until another Manager or Managers are designated, Steve Rosenberg shall act as Manager of the LLC. In addition, Russell Schaub and Irving Potter, and each of them acting alone, is authorized to execute documents on behalf of the LLC. Until other officers are appointed by a vote of at least eighty (80%) of the members, Steve Rosenberg is appointed to serve as President, Chief Executive Officer; Russell Schaub is appointed to serve as Vice President, Chief Operating Officer; and Irving Potter is appointed to serve as Vice President. In addition, Yoram Ariel and Randal Sutherlin, each acting alone, are authorized to act as limited agents for the LLC in connection with the acquisition of residential real property and to execute all documents so related, and Yoram Ariel and Adam Simms are authorized to act as limited agent for the LLC in litigation matters, reviewing, processing and executing litigation documents on behalf of the LLC and personally handling evidentiary requirements concerning business records.
- 4.2 The Manager shall have full authority to bind the LLC in all matters except the following, which must be authorized by the approval of members holding not less than eighty (80%) of the ownership interests of the LLC:
 - a. A change in the nature of the business of the LLC; or
 - b. An election pursuant to Section 7 of this Agreement with regard to a withdrawn member.
 - 4.3 Any action to remove a Manager.
 - 4.4. Until another Compliance Officer is designate by the approval of members
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holding not less than eighty (80%) of the ownership interests of the LLC, I rving Potter shall serve as Compliance Officer for the LLC. The Compliance Officer shall be the authorized agent of the LLC in all matters relating to compliance with federal, state and local laws, rules and regulations relating to the operating of the business of the LLC.

4.5 The Manager and officers shall be reimbursed by the LLC for all reasonable expenses incurred by them on behalf of the LLC. In this context, the Manager may engage such employees or agents as are necessary for the management of the LLC either directly as employees or agents of the LLC or as employees or agents of the Manager.

5. Accounting and Records.

- 5.1 The LLC's books and records and a register of the names and addresses of the members shall be maintained by the members. Each member shall have access to the books, records and register at all reasonable times.
- 5.2 The tax matters partner shall cause all required tax returns for the LLC to be prepared and timely filed. Aspen Yo LLC, acting through Ellen Lippman, shall serve as tax matters partner for the LLC.
- 6. <u>Distributions</u>. The LLC shall distribute excess cash as and when directed to do so by the approval of members holding not less than eighty (80%) of the ownership interests of the LLC. Excess cash, for purposes of determining the amount to be distributed, shall mean all funds of the LLC minus (a) an amount necessary to pay all known expenses of the LLC and (b) such reasonable reserves for future liabilities as may be established by the Managers.

7. Transfers and Withdrawals.

- 7.1 No member may voluntarily withdraw from the LLC or transfer all or any portion of such member's interest in the LLC without the approval of members holding not less than eighty (80%) of the ownership interests of the LLC. In the event any member, or any assignee thereof, pledges or otherwise encumbers any of such member's interests in the LLC as security, such pledge or transfer shall not constitute a transfer of the member's interest but shall only transfer the member's right to receive distributions from the LLC, if any.
- 7.2 The death or bankruptcy of an individual member or the dissolution or bankruptcy of a member which is an entity, shall, subject to this Section 7.2, constitute the involuntary withdrawal of the member from the LLC. In the event the withdrawal would have the effect of reducing the membership of the LLC to a sole member while the LLC continues to buy, sell, service, fund or originate federally-insured or -guaranteed mortgages, the continuing member must find a substitute member as described in Section 2.14 of this Agreement. Upon such withdrawal in the event the LLC no longer conducts any federally-insured or -guaranteed residential mortgage business, the LLC shall have the right to: (a) purchase the interest of the withdrawing member for an amount equal to the withdrawing member's percentage of the fair

market value of the LLC taken as a whole, or (b) accept the successor in interest of the withdrawing member as a new member, in which case the successor shall automatically become a member subject to all of the terms and conditions of this Agreement, or (c) dissolve the LLC. The LLC shall, within thirty (30) days after the date of the event causing the withdrawal, notify the representative of the withdrawing member of its election. Only under the circumstance that the LLC no longer buys, sells, services, funds or originates federally-insured or -guaranteed mortgages, failure to give such notice shall constitute an election to dissolve the LLC.

7.3 If the LLC elects to purchase the interest of the withdrawing member pursuant to the provisions of Section 7.2 of this Operating Agreement, its notice shall include its determination of the value of the LLC taken as a whole. This amount shall be used to determine the purchase price for the interest of the withdrawing member unless, within ten (10) days thereafter, the representative of the withdrawing member notifies the LLC that it does not agree with this valuation. Such notice must state the value determined by the representative of the withdrawing member. The LLC shall, in turn, notify the representative within ten (10) days after such notice, whether it is willing to accept the representative's valuation, in which event the representative's valuation shall be used to determine the purchase price for the withdrawing member's interest. If the LLC notifies the representative that it does not accept the representative's determination of value, the value shall be fixed by binding arbitration, to be conducted in Portland, Oregon pursuant to rules applicable to Circuit Court annexed arbitration, except that the decision of the arbitrator shall be final and not subject to appeal. The purchase price shall be payable, in cash, within thirty (30) days after determination of the purchase price. In the event of arbitration, the party whose determination of value was furthest from the determination set by the arbitrator shall pay all of the costs of such arbitration including the reasonable attorney fees and expert witness fees of the other party.

7.4 Notwithstanding Section 7.1, the voluntary withdrawal of any member shall be effective six (6) months after written notice thereof is given to the other members and shall constitute a breach of this Agreement for which the LLC and the other members shall have the remedies provided by the Act.

8. Dissolution.

8.1 While the LLC continues to buy, sell, service, fund or originate federally-insured or -guaranteed mortgages, the LLC may not dissolve until all its federally-insured or -guaranteed mortgage rights have been properly transferred in full to other federally-approved entity(ies). As long as this condition precedent is satisfied, the LLC shall dissolve upon the earlier to occur of (a) approval of dissolution by an eighty (80%) vote of the members, or (b) such time as all assets of the LLC consists of cash or liquid assets readily convertible to cash.

8.2 The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetence of a member shall not cause the termination or dissolution of the LLC and the business of the LLC shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of

such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership interest shall be subject to all of the restrictions, hereunder to which such transfer could have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidate, terminated or incompetent member. The foregoing shall apply to the extent permitted by applicable law.

- 8.3 Upon the dissolution of the LLC the members shall wind up the affairs of the LLC in accordance with the provisions of the Act.
- 8.4 Before distributing the assets of the LLC as part of a liquidation of the LLC, gain or loss on disposition shall be allocated to the member's capital accounts in accordance with Sections 2.9, 2.10 and 2.11 of this Agreement. Distributions in liquidation shall be made in accordance with the member's relative positive capital accounts.
- 9. <u>Amendments</u>. The members may amend the provisions of this Agreement by unanimous written agreement of the members.
- 10. <u>Dispute Resolution</u>. If there is more than one member of the LLC, any dispute among the members shall be resolved by binding arbitration to be conducted in Portland, Oregon pursuant to the rules applicable to Circuit Court annexed arbitration except the rules relating to appeal. In any such dispute the laws of the State of Oregon shall apply. A party substantially prevailing in the arbitration shall be entitled to recover from the other party or parties its costs and reasonable attorney fees incurred in connection with the arbitration as determine by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- 11. <u>Benefits of this Agreement</u>. The provisions of this Agreement are intended solely for the benefit of members and shall create no rights or obligations enforceable by any other party, including creditors of the LLC, except as otherwise provided by applicable law.
- 12. <u>Notice</u>. Any notice required under this Agreement shall be in writing and shall be effective on the earliest to occur of (a) actual delivery, (b) two (2) days after it is placed in the U.S. Mail, postage prepaid, with return receipt requested, addressed to the last known address of the party to whom it is addressed, or to such other address as the party may have provided to the LLC by notice, or (c) when received on a facsimile machine operating at the principal place of business of such party or the place designated by such party by notice to the LLC.

13. Execution of this Agreement. This Agreement may be executed in one or more counterparts which, together, shall constitute a single agreement of the parties. The execution of any party confirmed by the transmittal of a facsimile of the signature shall constitute proof of execution by the party.

This Agreement adopted as October 1, 2013.

GREAT AJAX FS LLC

Irving Potter,

Authorized Agent

JAMIESON HOLDINGS INC.

Russell A. Schaub,

President



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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "AS PELEUS LLC" IS DULY FORMED UNDER

THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND

HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW,

AS OF THE SIXTEENTH DAY OF JULY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

5210573 8300

140961522

AUTHENTICATION: 1540492

DATE: 07-16-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF FORMATION OF "AS PELEUS LLC", FILED

IN THIS OFFICE ON THE TENTH DAY OF SEPTEMBER, A.D. 2012, AT 6:41

O'CLOCK P.M.

5210573 8100

121016362

AUTHENTYCATION: 9836916

DATE: 09-11-12

You may verify this certificate online at corp.delaware.gov/authver.shtml



Department of State

I certify from the records of this office that AS PELEUS LLC, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 16, 2014.

The document number of this limited liability company is M14000005042.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 114A00015366-071714-M14000005042-1/1, noted below.

Authentication Code: 114A00015366-071714-M14000005042-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of July, 2014

> Ken Detzner Secretary of State

COVER LETTER

TO: Registration Section Division of Corporations	
SUBJECT: AS Peleus LLC	
Name of Limited Liability Company	
The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida	
Please return all correspondence concerning this matter to the following:	
Irving Potter	
Name of Person	
Josselson & Potter	
Firm/Company	
9400 SW Beaverton-Hillsdale Highway, Suite 131-A	
Address Beaverton, Oregon 97005	
City/State and Zip Code	
Irving@jprlaw.com	
E-mail address: (to be used for future annual report notification)	
For further information concerning this matter, please call:	
Irving Potter at (503) 228-1455	
Name of Contact Person Area Code Daytime Telephone Number	
MAILING ADDRESS: Division of Corporations Registration Section P.O. Box 6327 Tallahassee, FL 32314 STREET ADDRESS: Division of Corporations Registration Section Clifton Building 2661 Executive Center Circle Tallahassee, FL 32301	
Enclosed is a check for the following amount: \$\Boxed{1} \\$125.00 \text{ Filing Fee} \\ \text{Certificate of Status} \Boxed{1} \\$155.00 \text{ Filing Fee & Boxed Status} \Boxed{1} \\$160.00 \text{ Filing Fee, Certificate of Status} \Boxed{2} \text{Certified Copy} \text{of Status & Certified Copy}	

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1.	AS Peleus LLC
	(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")
	ame unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited bility Company," "L.L.C," or "LLC.")
2	Delaware 3
(J	urisdiction under the law of which foreign limited liability (FEI number, if applicable) company is organized)
4.	July 15, 2014
•••	(Date first transacted business in Florida, if prior to registration.) (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)
5	9400 SW Beaverton-Hillsdale Highway, Suite 131
	Beaverton, Oregon 97005
	(Street Address of Principal Office)
6	
	(Mailing Address)
7.	The name, title or capacity and address of the person(s) who has/have authority to manage is/are:
	Irving Potter, Vice President, Gregory Funding LLC its Manager
	9400 SW Beaverton-Hillsdale Highway, Suite 131-A, Beaverton, OR 97005
nav acce mus	Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official ing custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not eptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator at be submitted) Signature of an authorized person cordance with section 605.0203, F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. Ware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)
	Irving Potter
	Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 605.0113 or 605.0902 (1)(d), FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:	
AS Peleus LLC	
If unavailable, the alternate to be used in the state of Florida is:	
2. The name and the Florida street address of the registered agent and office are:	
C T Corporation System	
(Name)	
1200 South Pine Island Road	
Florida Street Address (P.O. Box NOT ACCEPTABLE)	
Plantation FL 33324 City/State/Zip	
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.	
By: CT Corporation System Stude M. Kuck (Signature) Hiedi M. Liesch, Asst. Sec.	
\$ 100.00 Filing Fee for Application \$ 25.00 Designation of Registered Agent \$ 30.00 Certified Copy (optional)	

\$ 5.00 Certificate of Status (optional)



July 17, 2014

FLORIDA DEPARTMENT OF STATE Division of Corporations

AS PELEUS LLC 9400 SW BEAVERTON-HILLSDALE HIGHWAY SUITE 131 BEAVERTON, OR 97005

Qualification documents for AS PELEUS LLC were filed on July 16, 2014, and assigned document number M14000005042. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H14000169919.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please notify this office if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Tammi Cline
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations
Letter Num

Letter Number: 114A00015366

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE Corporation Division

I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

GREGORY FUNDING LLC

was

organized

under the Oregon

Limited Liability Company Act

on

June 21, 2004

and is active on the records of the Corporation Division as of the date of this certificate.



In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

KATE BROWN, Secretary of State

June 17, 2014

State of Florida Department of State

I certify from the records of this office that GREGORY FUNDING LLC is an Oregon limited liability company authorized to transact business in the State of Florida, qualified on November 28, 2011.

The document number of this limited liability company is M11000006305.

I further certify that said limited liability company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on October 9, 2013, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of March, 2014



Ken Deform Secretary of State

Authentication ID: CU3359808885

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html



MINOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #:

ARB2014-00054

SITE ADDRESS:

221 S Parramore Av

APPLICANT:

DAVID RIEGER

P.O. BOX 2587

VERO BEACH, FL 32961

OWNER:

AS PELEUS LLC

C/O GREGORY FUNDING

PO BOX 25430

PORTLAND, OR 972980430

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

The request to remove and replace windows, remove and replace 3 exit doors, remove and replace the fire escape in the same location and exterior painting is approved as submitted with no additional conditions.

This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed May 21, 2014, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.

DOUBLAS A METZERZ

Appearance Review Official













