

**FIRST AMENDMENT
TO THE AMENDED AND RESTATED OPERATING AGREEMENT OF
LIVE OAK PLACE, LLC**

THIS FIRST AMENDMENT to the Amended and Restated Operating Agreement of Live Oak Place, LLC (the "First Amendment") is made and entered into effective as of the 6th day of July, 2017 by Homeless No More, Inc. ("Member").

WITNESSETH:

WHEREAS, the Member is a party to that certain Amended and Restated Operating Agreement of Live Oak Place, LLC dated May 31st, 2017 (the "Operating Agreement"); and

WHEREAS, pursuant to Section 11.1 of the Operating Agreement, the Member desires to amend the Operating Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and the foregoing recitals, it is agreed as follows:

1. Article 6.1 of the Operating Agreement is hereby amended to include the following sentence at the end of Article 6.1:

At all times the Board of Trustees will maintain at least one-third of sitting board membership for residents of low-income neighborhoods, low-income residents of the community or elected representatives of low-income neighborhood organizations accountable to a low-income community as defined by the Home Investment Partnership Program.

2. The Operating Agreement is hereby, and shall henceforth be deemed to be, amended, modified and supplemented in accordance with the provisions hereof, effective as of the effective date of this First Amendment, and the respective rights, duties and obligations under the Operating Agreement of the parties hereto shall hereafter be determined, exercised and enforced hereunder subject in all respects to such amendment, modification and supplement, and all of the terms and conditions of this First Amendment shall be, for any and all purposes, a part of the terms and conditions of the Operating Agreement.

3. All capitalized terms set forth herein which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Operating Agreement, except as otherwise provided herein or as the context otherwise requires.

IN WITNESS WHEREOF, this First Amendment has been executed effective as of the date first written above by the undersigned Member.

MEMBER:

Homeless No More, Inc.

By: 
Its: Secretary of the Board of Directors

AMENDED AND RESTATED OPERATING AGREEMENT

OF

LIVE OAK PLACE, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the "*Agreement*") of LIVE OAK PLACE, LLC, a South Carolina limited liability company (the "*Company*"), dated as of the 31 day of May, 2017, is hereby adopted by HOMELESS NO MORE INC., a South Carolina corporation formerly known as Trinity Housing Corporation, as the sole member of the Company (the "*Member*").

ARTICLE I ORGANIZATION

1.1 Formation. The Company was organized as a South Carolina limited liability company by the filing of Articles of Organization for the Company (the "*Articles*") pursuant to the South Carolina Uniform Limited Liability Company Act of 1996 (as amended, the "*Act*") and the issuance of a Certificate of Existence for the Company by the Secretary of State of South Carolina.

1.2 Name. The name of the Company is Live Oak Place, LLC, and all Company business must be conducted in that name or such other names that comply with applicable law as the Board (as that term is hereinafter defined) may select from time to time.

1.3 Designated Office. The designated office of the Company required by the Act to be maintained in the State of South Carolina shall be at 2711 Middleburg Drive, Ste. 308, Columbia, South Carolina 29204, or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in accordance with the terms hereof and in the manner provided by law.

1.4 Registered Agent. The registered agent of the Company in the State of South Carolina shall be Lila Anna Sauls at 2711 Middleburg Drive, Ste. 308, Columbia, South Carolina 29204, or such other individual, entity, trust, business trust, cooperative, or association (each, a "*Person*") as the Board may designate from time to time in accordance with the terms hereof and in the manner provided by law.

1.5 Duration. The Company commenced on the date of the filing of the Articles with the South Carolina Secretary of State, and shall be an at-will company with perpetual duration, subject to termination only as provided in this Agreement.

ARTICLE II PURPOSE AND LIMITATIONS

2.1 Purpose. The Company's business and purpose shall consist of the acquisition, ownership, operation, and management of certain real property for the purpose of providing a spectrum of decent, safe, affordable, permanent service-enriched housing for homeless and working poor, low and moderate income families, and any other lawful activity permitted under the Act other than for pecuniary profit. The range of housing types to be acquired, developed, and managed, including transitional housing, and permanent rental units, responds to the varying needs of the population being served. The Company shall conduct these activities primarily within Richland County, but may also conduct these activities within Lexington, Kershaw and other Counties.

2.2 Limitations. Notwithstanding anything to the contrary, the Company shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would cause the Member to violate the limitations set forth in the Member's articles of incorporation, bylaws, or other governing documents or would otherwise invalidate the Member's status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Without limiting the generality of the foregoing or the other limitations set forth herein, notwithstanding anything to the contrary:

2.2.1 no part of the net earnings, income, or principal of the Company shall inure to the benefit of or be distributed to any Trustee, Officer, or employee of the Company, or any individual having a personal or private interest in the activities of the Company, nor shall any such Trustee, Officer, employee, or individual receive or be lawfully entitled to receive any profit from the operations of the Company except reasonable amounts for salary or other compensation for personal services actually rendered in carrying out one (1) or more of its stated purposes;

2.2.2 in accordance with the existing law of the United States, the Company shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way; and

2.2.3 no substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE III **MEMBERS**

3.1 Interest. The Member is the sole member of and owner of one hundred percent (100%) of the membership interests in the Company (the "*Interest*"), which Interest includes, without limitation, all ownership interest and rights of a member in the capital and profits and losses of, and distributions from, the Company, and any and all other rights and benefits to which a member of the Company may be entitled under this Agreement, the Articles, and/or the Act.

3.2 Additional Members. Additional Persons may be admitted to the Company as additional members (each, an "*Additional Member*"), and memberships may be created and issued to Additional Members and/or the Member, at the direction of the Member and on such terms and conditions as the Member may determine at the time of admission. The terms of admission or issuance must specify the percentage of net profit and loss allocable to such Person and the capital contribution applicable thereto, and may provide for the creation of different classes or groups of members having different rights, powers, and duties. The Member shall reflect the admission of an Additional Member and/or creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties.

3.3 Liabilities to Third Parties. Except as otherwise expressly agreed in writing, no Member, Additional Member, Trustee (as that term is hereinafter defined), or other agent of either and/or the Company shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

ARTICLE IV

CAPITAL CONTRIBUTIONS

The Member shall not be required to make any additional capital contributions to the Company, and no interest shall accrue on any capital contribution made.

ARTICLE V

MANAGEMENT

5.1 Board of Trustees. A board of trustees of the Company (the “*Board*”) is hereby established and shall be comprised of natural Persons (each such Person, a “*Trustee*”) who shall be appointed in accordance with the provisions of Article VI below. Subject to the terms of Section 5.2 below, the business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement. Without limiting the generality of the foregoing, subject to Section 5.2, the Board shall have the power, authority, and discretion to cause the Company to:

5.1.1 enter into, make, and perform any contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company, and making all decisions and waivers thereunder;

5.1.2 open and maintain bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

5.1.3 maintain the assets of the Company in good order;

5.1.4 collect sums due the Company;

5.1.5 to the extent that funds of the Company are available therefor, pay debts and obligations of the Company;

5.1.6 acquire, utilize for Company purposes, and dispose of any asset of the Company;

5.1.7 borrow money or otherwise commit the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

5.1.8 select, remove, and change the authority and responsibility of lawyers, accountants, and other advisers and consultants;

5.1.9 obtain insurance for the Company; and

5.1.10 determine distributions of Company cash and other property.

5.2 Actions requiring Member Approval. Notwithstanding Section 5.1, without the prior written consent of the Member, the Company shall not, and shall not enter into any commitment to:

5.2.1 cause the Company to engage in any business or activity other than those set forth in and permitted by Article II hereof;

5.2.2 borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the normal course of business (subject to the limitations contained in the Loan Agreement), or grant consensual liens on the Company's property;

5.2.3 dissolve, wind-up or liquidate the Company;

5.2.4 file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action;

5.2.5 amend the Articles or this Agreement;

5.2.6 cause the Company to merge, combine or consolidate with any other entity;

5.2.7 enter into or effect any transaction or series of transactions involving the sale, purchase, lease, license, exchange, monetization, or other acquisition or disposition (including by merger, consolidation, acquisition of stock or acquisition of assets) of all or substantially all of the assets of the Company;

5.2.8 do any act in contravention of this Agreement;

5.2.9 issue additional Membership Interests or other equity interests, securities, options, warrants or other rights with respect to the ownership of the Company or admit Additional Members;

5.2.10 change or alter the status of the Company as a disregarded entity for income tax purposes or make any other election, modification, or decision regarding any tax election or tax accounting method by or on behalf of the Company, or accepting, contesting, or compromising any adjustment proposed by any tax authority.

ARTICLE VI

BOARD OF TRUSTEES

6.1 Number and Term of Trustees. The Board shall be composed of not less than three (3) and not more than fifteen (15) individual Trustees, each appointed by the Member. The number of Trustees shall be set within such range from time to time by action of the Member. Each Trustee shall serve a term of two (2) years or until his or her successor shall have been elected and qualified, or until his or her earlier resignation or removal, and may be appointed for consecutive terms; provided, however, that if any Trustee is unable or unwilling to complete his or her term, the Member shall appoint a substitute to complete the unexpired term. The initial Board shall be divided into two classes as nearly equal in size as is practicable with one class serving a one (1) year term and the other class serving a two (2) year term.

6.2 Officers of the Board. Each year the Trustees shall elect a Chairman, a Vice-Chairman and a Secretary of the Board, each of whom shall be chosen from among the Trustees and shall hold office for a term of one (1) year or until the election and qualification of their successors or until their earlier resignation or removal, subject to the power of the Board to remove any such officer without cause by a majority vote of the Trustees at a special meeting of same called for such purpose, when a quorum is present.

6.2.1 Chairman. The Chairman of the Board shall preside at all meetings of the Board, if present, and shall, in general, perform all duties then incident to the office of Chairman of the Board, and such other duties as may be assigned to him or her by the Board.

6.2.2 Vice-Chairman. The Vice-Chairman of the Board, in the absence of the Chairman or in the event of the Chairman's death, or inability or refusal to act, shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. In addition, the Vice-Chairman shall perform such other duties as from time to time may be assigned to the Vice-Chairman by the Board.

6.2.3 Secretary. The Secretary of the Board shall keep the minutes of the proceedings of the Board in one (1) or more books provided for that purpose and see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. In addition, the Secretary shall perform such other duties as from time to time may be assigned to the Secretary by the Board.

6.3 Regular Meetings. The Board shall meet quarterly. The Board shall have the power to establish the time and place for holding such regular meetings and shall have the power in its discretion to change the time and place of such regular meetings or to make them more or less frequent. Any Trustee may participate in a regular meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may hear each other simultaneously during the meeting. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

6.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President of the Company, the Chairman of the Board or a majority of the Trustees. The Secretary of the Board shall call the meeting when requested, and may fix any place, only within the County where this Company has its principal office as the place for holding any special meeting of the Board. Any Trustee may participate in a regular meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may hear each other simultaneously during the meeting. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

6.5 Notice of Meetings. Regular meetings may be held without notice. Special meetings of the Board must be preceded by at least two (2) days' notice to each Trustee of the date, time, and place, but not the purpose, of the meeting. Notice may be either oral or written. Such notice may be communicated in person; by telephone, telegraph, teletype, facsimile transmission, or other form of wire or wireless communication; or by mail or private carrier. Written notice, if in a comprehensible form, shall be deemed to be effective at the earlier of: (i) when received; (ii) five (5) days after deposited in the United States mail, addressed to the Trustee's business office, with first class postage thereon prepaid; (iii) the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the Trustee; or (iv) fifteen (15) days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed. Any Trustee may waive notice of any meeting. Except as provided in the next sentence, the

waiver must be in writing, signed by the Trustee entitled to the notice, and filed with the minutes or Company records. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

6.6 Quorum. A majority of the number of Trustees in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board.

6.7 Manner of Acting.

6.7.1 Required Vote. The act of the majority of the Trustees present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board unless the Articles or this Agreement require a greater percentage.

6.7.2 Failure to Object to Action. A Trustee who is present at a meeting of the Board or a committee of the Board when Company action is taken is deemed to have assented to the action taken unless: (i) he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding the meeting or transacting business at the meeting; or (ii) the Trustee votes against the action and the vote is entered in the minutes of the meeting; or (iii) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iv) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Trustee who votes in favor of the action taken.

6.7.3 Action without a Meeting. Action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action is assented to by a majority of the Trustees. The action must be evidenced by a written consent describing the action taken, signed by a majority of the Trustee, and included in the minutes or filed with the Company records reflecting the action taken. Action evidenced by written consents under this Section is effective when the last Trustee to obtain a majority signs the consent, unless the consent specifies a different effective date. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

6.8 Removal of a Trustee. Any Trustee may be removed from office with or without cause by action of the Member.

6.9 Committees. The Board may create one (1) or more committees and appoint members of the Board to serve on them. Each committee must have two (2) or more members, who serve at the pleasure of the Board. The creation of a committee and appointment of members to it must be approved by a majority of all the Trustees in office when the action is taken. The provisions of this Article VI, which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board, apply to committees and their members.

ARTICLE VII

OFFICERS

7.1 Appointment of Officers. The Board may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable.

7.1.1 President. If a President is appointed, he or she shall be the principal executive Officer of the Company and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Company. He or she may sign, with the Secretary or any other proper Officer of the Company thereunto authorized by the Board, deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other Officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

7.1.2 Vice Presidents. If any Vice Presidents are appointed, in the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one (1) Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their appointment) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

7.1.3 Secretary. If a Secretary is appointed, he or she shall: (i) keep the minutes of the proceedings of the Board in one (1) or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of the records and any seal of the Company and if there is a seal of the Company, see that it is affixed to all documents the execution of which on behalf of the Company under its seal is duly authorized; (iv) when requested or required, authenticate any records of the Company; and (v) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

7.1.4 Treasurer. If a Treasurer is appointed, he or she shall: (i) have charge and custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board; and (ii) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

7.2 Appointment and Term of Office. Each Officer shall be appointed by the Board for a term as determined by the Board; *provided, however*, that if specifically authorized by the Board, an Officer may appoint certain Officers or assistant officers. The designation of a specified term grants to the Officer no contract rights, and the Board can remove the Officer at any time prior to the termination of such term. If no term is specified, each Officer and assistant officer shall hold office until he or she resigns, dies, or is removed pursuant to Section 7.3 hereof.

7.3 Removal. Any Officer, assistant officer, or other agent may be removed by the Board at any time, with or without cause.

ARTICLE VIII

TAX TREATMENT

It is the intention of the Member that, for federal income tax purposes, the Company be treated as an entity that is disregarded as an entity separate from its owner, and the Member and the Company shall timely make all necessary elections and filings, if any, for federal income tax purposes such that it will not be treated as a separate entity, but, instead, will be treated for federal income tax purposes as an entity that is disregarded as an entity separate from its owner.

ARTICLE IX

EXCULPATION AND INDEMNIFICATION

9.1 Exculpation. Notwithstanding any other provisions of this Agreement, express or implied, or obligation or duty at law or in equity, neither the Member nor any Additional Member, Trustee, Officer, or agent of the Company, nor any of their respective affiliates (collectively, the “*Indemnified Persons*”), shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document, or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

9.2 Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law, each Indemnified Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which such Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business, or affairs (each, a “*Claim*”); provided, however, that an Indemnified Person shall not be entitled to indemnification under this Section with respect to any Claim in which such Indemnified Person has engaged in fraud, willful misconduct, bad faith, or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys’ fees and other costs and expenses incurred in connection with the defense of any such Claim if before any such advancement such Indemnified Person agrees in writing to reimburse the Company for all fees, costs, and expenses advanced to the extent that it is determined that such Indemnified Person was not entitled to indemnification under this Section.

ARTICLE X

DISSOLUTION, LIQUIDATION, AND TERMINATION

10.1 Dissolution. The Company shall dissolve and its affairs shall be wound upon the first to occur of the following:

10.1.1 the written consent of the Member;

10.1.2 upon entry of a judicial decree as provided by § 33-44-801(4) of the Act; and

10.1.3 the filing by the Secretary of State of a certificate administratively dissolving the Company pursuant to § 33-44-810 of the Act.

10.2 Winding up and termination. Upon dissolution of the Company, the Member shall proceed diligently to wind up the affairs of the Company and shall make final distributions as provided herein and

in the Act. The costs of winding up shall be borne as a Company expense. Until final distribution, the Member shall continue to operate the Company properties with all of the power and authority prior to dissolution and shall pay, satisfy, or discharge from Company funds all of the debts, liabilities, and obligations of the Company or otherwise make adequate provision for payment and discharge thereof. All remaining assets of the Company shall be distributed to the Member.

10.3 Articles of Termination. After the dissolution of the Company pursuant to the Act, the Member shall file Articles of Termination with the South Carolina Secretary of State and take such other actions as may be necessary to terminate the Company.

ARTICLE XI

MISCELLANEOUS

11.1 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Member.

11.2 Entire Agreement. This Agreement, together with the Articles and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, including but not limited to any and all prior operating agreements of the Company, with respect to such subject matter.

11.3 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of South Carolina, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of South Carolina.

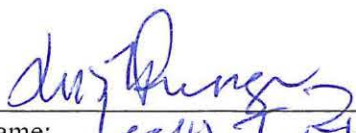
11.4 Construction. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. Unless the context clearly indicates otherwise, references to "Sections" shall refer to corresponding provisions of this Agreement. The use of the term "including" or any similar term shall be deemed to mean "including, without limitation". Any reference in this Agreement to any law, rule, or regulation shall be construed as reference to the law, rule, or regulation as it may have been, or may from time to time be, amended, revised, or reenacted and any successor thereto. The headings of sections in this Agreement are intended for reference purposes only and shall be given no substantive meaning or any interpretive force.

11.5 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, and successors. Except as otherwise specifically provided herein, this Agreement shall not be deemed for the benefit of creditors or any other Persons, nor shall it be deemed to permit any assignment by a Member of any rights or obligations hereunder except as expressly provided herein.

[Signature Page follows]

The undersigned, being the sole member of the Company, hereby certifies that the foregoing Amended and Restated Operating Agreement was adopted by the Member, to be effective as of the date first noted above.

HOMELESS NO MORE INC.

By: 
Name: Leah T. Rybke
Its: Secretary, Board of Directors