

**DECEMBER 2, 2011 AMENDMENT TO THE
OPERATING AGREEMENT OF
COLLEGE AVENUE DEVELOPMENT, LLC**

WHEREAS, College Avenue Development, LLC (hereinafter “Company”) was formed as a limited liability company in accordance with the laws of the State of South Carolina and pursuant to an Operating Agreement dated May 22, 2006 (hereinafter “Operating Agreement”) and Articles of Organization filed in the office of the Secretary of State of the State of South Carolina on April 12, 2006, with references herein to particular articles, sections, subsections or exhibits being references to articles, sections, subsections or exhibits of the Operating Agreement; and

WHEREAS, the purpose of this December 2, 2011, Amendment to the Operating Agreement of the Company (hereinafter “Amendment”) is to amend the Operating Agreement so as to create a second tier of preferred equity in the Company (“Preferred Interest”) to be owned solely by Aspire Commodities, LP, a Texas limited partnership and/or its assigns (hereinafter “Aspire”); and

WHEREAS, Aspire will invest \$2,500,000.00 in CAD in exchange for 100% ownership interest in CAD’s Preferred Interest and an assignment of CAD’s \$500,000.00 tax loss; and

WHEREAS, CAD shall, upon demand, repay Aspire its \$2,500,000.00 no earlier than February 20, 2012 and where such amount is personally guaranteed by every member of CAD, jointly and severally, pursuant to written Guaranties executed contemporaneously with this Amendment;

WHEREAS, as security for repayment of Aspire’s \$2,500,000.00 investment in CAD, CAD will execute and duly record a mortgage in favor of Aspire in the amount of \$2,500,000.00; and

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Operating Agreement following a meeting between the majority membership interest on December 2, 2011, the changes which will be reflected as of the date of the signing of this documentation:

1. This Amendment is intended to be an integral part of the Operating Agreement and should be interpreted accordingly.

2. Article II – Definitions shall be amended to include the following language:

“Preferred Interest” means the entire ownership of the Preferred Member in the Company, including, without limitation, allocations of profit or loss and any and all benefits to which the Preferred Member may be entitled to under this Amendment or under any agreement between the Preferred Member and the Company.

“Preferred Member” means *Aspire Commodities, LP*, a Texas limited partnership and/or its assigns.

3. Article III – Members and Capital Contributions shall be amended to include the following language:

3.5 Preferred Member, Preferred Interest, and Initial Capital Contributions. *The Company is authorized to issue a second tier of membership interest, which is Preferred Interest to a Preferred Member. The name and address of, and the percentage of Preferred Interest are listed below.*

<u>Preferred Member</u>	<u>Capital Contribution</u>	<u>Preferred Interest</u>
<i>Aspire Commodities, LP 3333 Allen Parkway, No. 1605 Houston, TX 77019</i>	<i>\$2,500,000.00 cash</i>	<i>100%</i>

3.6 Additional Preferred Interest. *Other than as provided in Article III, Section 3.5 of this Agreement, the Company is prohibited from receiving Capital Contributions in exchange for Preferred Interest in the Company or issuing additional Preferred Interest to any person or entity.*

4. Article IV – Capital Accounts; Allocations and Distributions, Section 4.1, 4.2, and 4.4 shall be omitted and replaced with the following language:

4.1 Capital Accounts. *A Capital Account shall be established and maintained on the books of the Company for each Member and Preferred Member in accordance with Capital Regulation Section 1.704-1(b)(2)(iv).*

4.2 Allocation of Profits and Losses. *Subject to the limitations of Section 4.3, net profits and losses arising from operations of the Company or in connection with Capital Transactions shall be allocated as follows:*

(a) *\$500,000.00 in tax losses of the Company shall be allocated to the Preferred Member for the calendar year of 2011;*

(b) *All net losses of the Company in excess of the \$500,000.00 tax loss in Section 4.2(a) shall be allocated among the Members in proportion to and in accordance with their Interests; and*

(c) *All net profits and gain shall be allocated:*

(i) *First, to the Preferred Member until the Preferred Member has received cumulative allocations of net profits and gain pursuant to this Section 4.2(c)(i) in an amount equal to the Preferred Member’s initial Capital Contribution of \$2,500,000.00; and*

(ii) *Second, to the Members until each Member has received cumulative allocations of net profits and gain pursuant to this Section 4.2(b)(ii) in an amount equal to the excess of (A) the aggregate amount of all losses previously allocated to such Member pursuant to Section 4.2(b) over (B) the aggregate of all income and gain previously allocated to such Member pursuant to this Section 4.2(c)(ii), to be allocated among the Members in the proportion in which such excess has been allocated; and*

(iii) *The balance shall be allocated in proportion to and in accordance with their relative Interests.*

4.4 *Non-Liquidating Distributions. Except upon dissolution and winding up of the Company, in which instance Section 4.8 would apply, all non-liquidating distributions shall be made in the order and priority and in the proportions as follows:*

(a) *First, to the Preferred Member until the Preferred Member has received cumulative distributions in an amount equal to the Preferred Member's initial Capital Contribution of \$2,500,000.00; and*

(b) *Second, to the Members annually in proportion to and in accordance with their Interests.*

5. Article IV – Capital Accounts; Allocations and Distributions, Section 4.5 shall be amended to add the following language to the beginning of the paragraph:

4.5 *Distribution of Capital Proceeds. Except as provided in Section 4.4, ...*

6. Article IV – Capital Accounts; Allocations and Distributions, Section 4.7(a) shall be amended to add the following language to the beginning of the paragraph:

4.7(a) *Except as provided in Section 4.2(a) and Section 4.7, ...*

7. Article IV – Capital Accounts; Allocations and Distributions, Section 4.8 shall be amended as follows:

4.8 *Distribution Upon Liquidation of the Company. After all liquidating distributions have been made to the Preferred Member an amount equal to the Preferred Member's initial Capital Contribution of \$2,500,000.00, any subsequent liquidating distributions made upon liquidation of the Company shall be made (after giving effect to all charges and credits to Capital Accounts*

resulting from allocations and distributions pursuant to this Article IV) as follows and in the following order of priority:

8. Article VI – Indemnification, Section 6.3 shall be amended to add the following language to the beginning of the paragraph:

6.3 Qualification of Indemnification and Liability Limitation. This Article VI – Indemnification shall not apply to the Preferred Member or its Preferred Interest, and ...

9. Article VI – Indemnification, Section 6.7 shall be amended to add the following language to the beginning of the paragraph:

Except as provided in Section 6.8, ...

10. Article VI – Indemnification, Section 6.8 shall be added as follows:

6.8 Personal Guarantee of Preferred Member's Preferred Interest. Notwithstanding the provisions of this Article VI, Indemnification, the following individual and companies hereby personally guarantee, jointly and severally, the repayment of the Preferred Member's initial Capital Contribution of \$2,500,000.00 no earlier than February 20, 2012, and further agree to execute separate personal guarantees evidencing such obligations:

- (a) *College Avenue Development, LLC;*
- (b) *Wildreth & Associates, LLC;*
- (c) *Dominic Lamar;*
- (d) *Christopher Lamar;*
- (e) *Howard K. Williamson, III;*
- (f) *Jeanne Y. Williamson;*
- (g) *Janet Epting New;*
- (h) *Ira New;*
- (i) *Charles F. Paterno, and*
- (j) *Jacquelyn Paterno.*

Effective December 2, 2011.

College Avenue Development, LLC

Witness

By: _____
Charles F. Paterno, Managing Member

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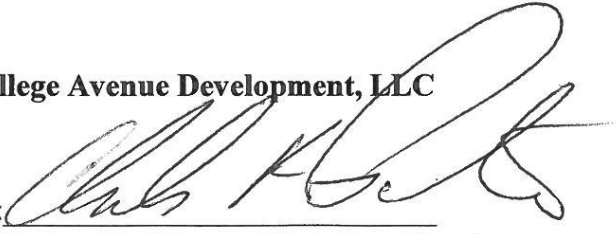
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- (i) Charles F. Paterno, and
- (j) Jacquelyn Paterno.

Effective December 2, 2011.

College Avenue Development, LLC

By: 
Charles F. Paterno, Managing Member


Witness