

**OPERATING AGREEMENT
OF
45 RIVER ROAD ASSOCIATES, LLC**

THIS OPERATING AGREEMENT (the "Operating Agreement") effective **February 12, 2015**, made by **Fred A. Daibes** having a mailing address of **1000 Portside Drive, Edgewater, New Jersey 07020**, and **Joseph A. Daibes** having a mailing address of **1000 Portside Drive, Edgewater, New Jersey 07020** (are referred to as "Member (s)").

BACKGROUND

A. **45 River Road Associates, LLC** (the "Company") is being formed pursuant to the filing of a Certificate of Formation for the sole purpose of engaging in any lawful business, purposes or activities permitted by the Act or laws of any jurisdiction in which the LLC may do business, and the LLC shall have the authority to do all things necessary, convenient or incidental to accomplish its purposes and operate its businesses as described herein. conducting any lawful business.

B. **Fred A. Daibes and Joseph Daibes** desire that the Company be operated as a Limited Liability Company pursuant to the New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et seq. ("Act").

NOW THEREFORE, the parties hereby agree that this Operating Agreement shall be effective as of the date hereof and shall continue in full force and effect thereafter as follows:

1. **Formation of Company.** The Members hereby form the Company pursuant to the provisions of the Act, its Certificate of Formation and this Operation Agreement. The Company shall be organized on the date of the filing of the certificate of Formation. The Member, as such term is hereinafter defined, shall execute the Certificate of Formation and shall cause it to be filled with the Secretary of state of New Jersey.

2. **Name.** The name of the Company shall be **45 River Road Associates, LLC** and such name shall be used at all times in connection with the business and affairs of the Company.

3. **Purpose of the Company.** The sole purpose of engaging in any lawful business, purposes or activities permitted by the Act or laws of any jurisdiction in which the LLC may do business, and the LLC shall have the authority to do all things necessary, convenient or incidental to accomplish its purposes and operate its businesses as described herein. conducting any lawful business.

4. **Term.** The term of the Company shall commence on the date of the filing of the certificate of Formation and shall continue perpetually unless sooner terminated in accordance with the terms of this Agreement or otherwise as provided by law.

5. **Membership Interests; Profits and Losses.** The membership interests ("Membership Interests") of the Company shall be divided between and consist of Ninety (90%)

Percent Interest for **Fred A. Daibes** and Ten (10%) Percent Interest for **Joseph A. Daibes**. Profit and losses of the Company and distribution of cash or other assets of the Company shall be in accordance with the Membership Interests of the Members.

6. **Capital Contributions.**

Fred A. Daibes has contributed \$90 respectively for his membership interest and **Joseph A. Daibes** has contributed \$10 respectively for his membership interest.

7. **Loans to the Company.** Loans to the Company shall be permitted from any Member. The amount of a loan, if any, made to the Company shall not be considered an increase in such Member's capital contribution or otherwise constitute a contribution of the Company, nor shall the making such loan entitle such Member to an increase Membership Interest. Loans to the Company shall bear such reasonable rate of interest and shall feature such other terms as shall be agreed upon by all Member.

8. **Member**

8.1 **Management of the Company; Appointment of Member.**

The Member shall be solely responsible for the management of the Company's business with all the rights and powers generally conferred by law or necessary, advisable or consistent therewith but subject to the limitations of Article 3 related to the stated purposes of the Company and this Article 8. Fred A. Daibes is hereby appointed as Managing Member and shall devote all necessary time and attention to the business of the Company. Any party may engage in any other business while serving as Member.

8.2 **Budget.** The Company shall be operated and managed based upon a budget (the "Budget") that shall be proposed by the Member and approved by all the Members. The Budget shall set include a base salary for the Member and budgeted expenses for the term of the Budget.

8.3 **Other Matters Requiring Approval of all Members.** The Member shall not undertake any of the following actions without the prior written consent of all Members:

- (a) borrow money or obtain bank or other commercial credit;
- (b) grant credit to customers;
- (c) amend this Operating Agreement;
- (d) deviate from any of the purposes of the Company as set forth in Article 3;
- (e) take any action to reconstitute the Company in the event of the dissolution of the Company for any reason;

(f) increase the salary of the Member.

9. **Death, Incompetency, Bankruptcy, or Withdrawal of a Member.**

The death, incompetency, bankruptcy, withdrawal, insolvency or similar event of a Member shall cause the dissolution of the Company, unless all of the remaining Members consent to the continuation of the business of the Company in accordance with the Act.

10. **Restrictions on Transfer.** Except as expressly provided in this Article II, no Member may sell, assign, pledge, hypothecate, transfer or otherwise dispose (hereinafter "Transfer") all or any part of his Membership Interest. A Member may not Transfer all or any portion of his Membership Interest in the Company without obtaining prior written consent of all Members in writing to such Transfer which consent may be withheld in the sole and arbitrary determination of a Member. In addition, the other Members shall have the right of first refusal to purchase the Membership Interest of a selling Member.

11. **Benefit.** Subject to the limitations concerning the transferability of interests in the Company contained herein, this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representative, heirs' successors in interest and permitted assigns.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles.

13. **Amendments.** This Operating Agreement shall not be modified or amended except by written agreement signed by the parties hereto. No provision hereof may be waived except by an agreement in writing signed and by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.


14. **Entire Agreement.** This constitutes the entire agreement of the parties. In the event any portion of the Operating Agreement shall be held invalid, then the remainder of this Operating Agreement shall continue in full force and effect as if said provision was not herein contained.

15. **Execution.** This Operating Agreement may be executed in several counterparts, each of which shall be deemed an original by all of which taken together shall constitute one and the same instrument.

Intentionally left blank

IN WITNESS WHEREOF, the Member have executed this Operating Agreement as of this 19th day of August, 2020.

45 River Road Associates, LLC a New Jersey limited liability company

By: 
Fred A. Daibes, Managing Member

45 River Road Associates, LLC a New Jersey limited liability company

By: 
Joseph A. Daibes, Member