OPERATING AGREEMENT

of

OREGON BEHAVORIAL HOSPITAL, LLC,
an Oregon limited liability company

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OPERATING AGREEMENT OF
OREGON BEHAVIORAL HOSPITAL, LLC,
an Oregon limited liability company

This Operating Agreement (the "**Agreement**") of Oregon Behavioral Hospital, LLC, an Oregon limited liability company (the **"Company"**), is dated and entered into as of September 29, 2020 (the **"Effective Date"**), by and between ALTA REAL ESTATE HOLDINGS, LLC, a Nevada limited liability company ("**ALTA**"), and LEBOWITZ FAMILY TRUST-1986 (the "**LFT**" and together with ALTA, the "**Members**") and joined by Andrew Lebowitz (the "**Springing Manager**"). The Members enter into this Agreement with reference to the following facts:

R E C I T A L S

A. On or about June 26, 2015, Articles of Organization for the Company were filed with the Oregon Secretary of State (the "**Articles**"). The Registry Number for the Company is 11224660-99.

B. Prior to the Effective Date of this Agreement, the Company entered into a Designation of Rights Agreement dated July 31, 2020 (the "**DRA**") with Kehoe Properties Northwest, LLC, an Oregon limited liability company ("**Kehoe**"), pursuant to which Kehoe designated the Company to carry out its obligations under that Purchase and Sale Agreement also dated July 31, 2020 with the State of Oregon (the "**Salem PSA**") to purchase the following: (a) the land located at 2450 Strong Road SE, Salem, Marion County, Oregon (the "**Land**"); (b) all improvements located on the Land (collectively, the **"Improvements"**), including without limitation, the buildings comprising the former Hillcrest Youth Correctional Facility Campus; and (c) all other assets and property included within the definition of the term "Property" as used in the Salem PSA (collectively, the "**Salem Assets**"). As of the Effective Date of this Agreement, the closing has not occurred on the acquisition by the Company of the Salem Assets under the Salem PSA.

C. The Company anticipates financing the acquisition of the Salem Assets through equity provided by the Members of the Company and a loan from Banc of California, National Association, in the approximate amount of $2,125,000 (the "**Acquisition Loan**").

D. The Members desire to enter into this Agreement to, among other things: (1) approve and ratify the execution by the Company of the Salem PSA; (2) approve the acquisition by the Company of the Salem Assets under the terms and conditions of the Salem PSA, (3) approve the financing of the acquisition of the Salem Assets with the proceeds of the Acquisition Loan, and (4) set out the terms and conditions on which they will conduct the business and affairs of the Company.

ARTICLE 1
ORGANIZATION

1.1 Limited Liability Company. The Company was formed by filing the Articles with the Oregon Secretary of State on June 26, 2015 in accordance with the Act (as hereinafter defined). The rights and liabilities of the Members shall be as provided in the Act except as may be modified in this

Agreement. In the event of a conflict between the provisions of the Act and the provisions of this Agreement, the provisions of this Agreement shall prevail to the extent permitted by law.

1.2 Business Purpose.

1.2.1 The business of the Company is to: (a) acquire the Salem Assets; and (b) own, improve, maintain, lease, mortgage, pledge, hypothecate, grant security interests in, sell, exchange or otherwise deal with the Salem Assets. The Company shall have the power to do and perform all things necessary for, in connection with or arising out of such activities and shall have the power to take such actions as may be necessary or appropriate to accomplish such purposes and conduct such business.

1.2.2 The Company is formed for only the limited purposes set forth in Section 1.2.1 and to conduct only the business provided for in this Agreement. The Company shall not engage in any other business without the prior written consent of the Members.

1.3 Name and Address of Company. The business of the Company shall be conducted under the name "Oregon Behavioral Hospital, LLC" and its Principal Office (as hereinafter defined) shall be at 1333 2nd Street, Suite 650, Santa Monica CA 90401. The Members shall have the right at any time by mutual consent to change the location of the Principal Office of the Company.

1.4 Term. The term of this Agreement (the "**Term**") commenced as of the Effective Date and shall continue until the dissolution of the Company as provided in Article 9 hereof.

1.5 Required Filings. The Members shall: (a) prepare, sign, acknowledge and file, on behalf of the Company, any modifications to the Articles as and when required to reflect any changes in the Articles; and (b) cause to be executed, acknowledged, filed, recorded and/or published, such certificates and documents as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.6 Registered Office and Registered Agent. The Company's initial registered office and initial registered agent shall be as provided in the Articles. The registered office and registered agent may be changed from time to time by the Members by causing the filing of the new address and/or the name of the new registered agent in accordance with the Act. In the event the registered agent accepts any service of process, the registered agent shall promptly deliver to each Member a copy of each such service of process.

1.7 Tax Treatment. The Members intend that the Company be treated as the partnership under Treasury Regulation Section 301.7701-3 and analogous provisions of state tax laws. The Company shall not elect to be treated as an association taxable as a corporation.

ARTICLE 2
DEFINITIONS

For purposes of this Agreement, the terms defined hereinbelow shall have the following meaning unless the context clearly requires a different interpretation:

2.1 "**Act**" shall mean the Oregon Limited Liability Company Act (Oregon Revised Statutes Chapter 63), as may be amended from time to time.

2.2 "**Adjusted Capital Account Balance**" shall mean, with respect to either Member, the balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

2.2.1 Credit to such Capital Account any amounts which such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

2.2.2 Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

2.3 "**Adjusted Capital Contribution**" shall mean with respect to a Member, the excess of: (a) such Member's money or property contributed to the Company as capital, including contributions when the Company is formed, and later contributions, less any liabilities assumed by the Company pursuant to such contribution; over (b) the sum of cumulative Distributions to such Member under Sections 4.4.2 (to the extent such Distributions are not cash, such Distributions are to be valued in accordance with the principles of Treasury Regulation Section 1.704-1(b)(2)(iv)(e)).

2.4 "**Affiliate**" means with respect to any Person: (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of such Person; (c) any officer, director, general partner, manager, trustee, or anyone acting in a substantially similar capacity of or as to such Person; (d) any Person who is an officer, director, general partner, manager, trustee or holder of ten percent (10%) or more of the voting securities or beneficial interests of any of the foregoing; and (e) any Person related to such Person within the meaning of Code Section 267(b).

2.5 "**Agreement**" means this Operating Agreement of the Company, as may be amended from time to time.

2.6 "**Assignee**" means a Person who has acquired and holds an economic interest in the Company's Profits, Losses, items of gross income, gain, loss, deduction or credits, and Distributions of the Company from a third party but who is not a Substituted Member.

2.7 "**Capital Account**" of a Member shall mean the capital account of that Member determined from the inception of the Company strictly in accordance with the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations. In accordance with that Section of the Treasury Regulations, a Member's Capital Account shall be equal to the amount of money contributed by the Member and the initial Gross Asset Value of any property contributed by the Member; plus: (a) the sum of (i) allocations of Profits, gain or income items, and (ii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member; less (b) the sum of (i) the amount of money distributed to the Member, (ii) the Gross Asset Value of any property distributed to the Member by the Company, (iii) the Member's share of expenditures of the Company described in Section 705(a)(2)(B) of the Code (including, for this purpose, losses which are nondeductible under Section 267(a)(1) or Section 707(b) of the Code and the Losses or deduction items

allocated to the Member), and (iv) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company. In addition, the Capital Accounts of Members may be adjusted by the Members to reflect a revaluation of Company assets pursuant to Section 2.17.2 or 2.17.3. The Capital Account of a Member shall be further adjusted as required by Section 1.704-1(b)(2)(iv) of the Treasury Regulations. To the extent that anything contained herein shall be inconsistent with Section 1.704-1(b)(2)(iv) of the Treasury Regulations, the Treasury Regulations shall control. The Capital Account of an Assignee shall be the same as the Capital Account of the Member from whom the Assignee acquired its Interest, as further adjusted pursuant to this Section 2.7.

2.8 "**Capital Contributions**" means the total cash investment and contributions to the capital of the Company actually made by the Members, as provided in Section 3.1.

2.9 "**Capital Event**" shall mean the sale or other disposition of the Company's assets of a capital type (including all or any portion of the Property) regardless of whether such property is treated as capital gain property or ordinary income property for Federal income tax purposes), the refinancing of any such Company assets, the receipt of insurance and other proceeds derived from the involuntary conversion of such Company assets, or from similar events with respect to the assets of the Company.

2.10 "**Cash From Capital Events**" shall mean: (a) the cash proceeds (i) realized by the Company from a Capital Event after deductions for expenses or liabilities relating to the Capital Event are paid, and retention of reasonable reserves as determined by the Members, and (ii) representing condemnation proceeds or insurance proceeds; less (b) the sum of the following exceptions (i) payments required to be made to lenders, tenants or other parties pursuant to agreements of the Company, (ii) expenses for repairs and restorations made by the Company at the reasonable discretion of the Members, subject to Article 5 to repair or restore the damage caused by the condemnation or by the event for which the insurance is provided, (iii) all expenses relating to the condemnation or insurance payment, and (iv) the retention of reasonable reserves.

2.11 "**Code**" means the Internal Revenue Code of 1986, as amended to date, or corresponding provisions of subsequent superseding revenue laws.

2.12 "**Company Minimum Gain**" with respect to any taxable year of the Company means the "partnership minimum gain" of the Company computed strictly in accordance with the principles of Section l.704-2(b)(2) of the Treasury Regulations.

2.13 "**Distributable Cash from Operations**" shall mean: (a) the cash received by the Company from operations; less (b) the sum of (i) operational cash disbursements, and (ii) a reasonable allowance for reserves, contingencies and anticipated obligations, as determined by the Members.

2.14 "**Distributions**" shall mean any cash (or property to the extent applicable) distributed by the Company to the Members or Assignees with respect to their Interests in the Company.

2.15 "**Fiscal Year**" means the tax year of the Company as described in Section 4.2 hereof.

2.16 "**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for Federal income tax purposes, except as follows:

2.16.1 The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Members.

2.16.2 The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; and (c) liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g). The Members agree that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company, and shall be based on the fair market value of the assets on the date of adjustment.

2.16.3 The Gross Asset Value of any Company asset distributed to either Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Members.

2.16.4 The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 2.17 to the extent the Members determine that an adjustment pursuant to Section 2.16.2 hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.16.4.

2.16.5 If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections 2.16.1, 2.16.2 or 2.16.4 hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits, Losses, items of gross income, gain, loss, deduction or credit.

2.17 "**Interest**" means the interest as a Member in the Company or the economic interest as an Assignee.

2.18 "**Member**" means any Person admitted to the Company as a Member or Substituted Member and who has not ceased to be a Member.

2.19 "**Percentage Interest**" means: (a) the Primary Percentage Interest prior to the Threshold Ratio Date; and (b) the Secondary Percentage Interest on and after the Threshold Ratio Date.

2.20 "**Person**" means an individual or a firm, corporation, partnership, limited liability company, association, estate, trust, pension or profit-sharing plan or any other entity.

2.21 "**Primary Percentage Interest**" means the percentage interest held by each Member in the Company prior to the Threshold Ratio Date. Subject to any adjustment pursuant to Section 3.2, the Primary Percentage Interests of the Members are twenty percent (20%) for ALTA and eighty percent (80%) for LFT.

2.22 "**Principal Office**" means the office at which the records of the Company shall be kept as required under the Act.

2.23 "**Priority Return**" means with respect to each Member a sum equal to eight percent (8%) per annum of the average daily balance of such Member's Adjusted Capital Contribution from time to time. The Priority Return shall be determined on the basis of a year of 365 days for the actual number of days in the period for which the Priority Return is being determined, cumulative, and compounded annually, to the extent not distributed pursuant to Section 4.4.1.

2.24 "**Profits**" and "**Losses**" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to Article 4 and otherwise adjusted by the Members to comply with Regulation Sections 1.704-1(b) and 1.704-2(b).

2.25 "**Secondary Percentage Interest**" means the percentage interest held by each Member in the Company on and after the Threshold Ratio Date. Subject to any adjustment pursuant to Section 3.2, the Secondary Percentage Interests of the Members are forty percent (40%) for ALTA and sixty percent (60%) for LFT.

2.26 "**Substituted Member**" means an Assignee who shall become a Member in the place of an assignor Member pursuant to Section 7.2.

2.27 "**Threshold Ratio Date**" means the first date on which LFT has received distributions in an aggregate sum of One Million Dollars ($1,000,000) under Section 4.4.3 of this Agreement.

2.28 "**Transfer**" means to sell, assign, transfer, give, donate, pledge, hypothecate, grant a security interest in, deposit, alienate, bequeath, devise or otherwise dispose of in whole or any part, to any Person other than the Company or a Member.

2.29 "**Treasury Regulations**" mean the regulations of the United States Treasury Department pertaining to the Code, as amended, and any successor provision(s).

ARTICLE 3
CAPITAL

3.1 Capital Contributions.

3.1.1 Initial Capital Contributions. Each Member shall contribute cash to the Company in the initial amount set forth next to such Member's name on Exhibit "A" attached hereto. The initial Capital Contributions are based upon the Primary Percentage Interests. Such contributions shall be made by the Members within five (5) Business Days following written notice from LFT.

3.1.2 Additional Capital Contributions. In the event the Members reasonably determine, from time to time, that additional capital is required for the operation of the business of the Company (the "**Shortfall Amount**") and funds are not available from commercial lenders on terms reasonably acceptable to the Members, the Members shall be required to contribute a

proportionate amount of the Shortfall Amount to the Company based upon their respective Percentage Interests in the Company within ten (10) Business Days following written notice from LFT (a "**Shortfall Notice**").

3.2 Dilution for Non-Contributing Members. If either Member shall fail to contribute its proportionate share of a Shortfall Amount as required pursuant to Section 3.1.2, such Member shall be referred to herein as the "**Non-Contributing Member**" and the Percentage Interest of the Non-Contributing Member shall be subject to dilution as set forth herein. In such event, if the other Member has contributed the full amount of its proportionate share of any Shortfall Amount pursuant to Section 3.1.2 such Member shall be referred to herein as the "**Contributing Member**" and shall have the right, but not the obligation to either (i) withdraw the capital it contributed in respect of the Shortfall Amount or (ii) make a capital contribution to the Company in the amount of some or all of the proportionate share of the Shortfall Amount that is not contributed to the Company by the Non-Contributing Member (a "**Shortfall Contribution**"). If a Contributing Member makes a Shortfall Contribution, (a) the Percentage Interest of the Contributing Member shall be increased by a percentage equal to one hundred fifty percent (150%) times a fraction, the numerator of which is the Shortfall Contribution made by the Contributing Member and the denominator of which is the sum of the total Capital Contributions to date including the then current Shortfall Contribution contributed by the Contributing Member and (b) the Percentage Interest of the Non-Contributing Member shall be decreased by the same percentage calculated in clause (a). No adjustment made pursuant to this Section 3.2 shall result in either Member's Percentage Interest being reduced to below zero or in the total Percentage Interests of all Members exceeding one hundred percent (100%). Upon giving effect to the foregoing described dilution adjustment, the Members' Capital Accounts shall be restated to an amount equal to each Member's adjusted Percentage Interest multiplied by the total Capital Account balance of all Members (after taking into account the Shortfall Contribution). By way of example only, assume that the total Shortfall Amount equals $100,000 and that the total capital contributed to the Company (prior to the delivery of the Shortfall Notice) equals $1,000,000. Assume further that Member A's Percentage Interest is 80% and that Member B's Percentage Interest is 20%. Assume further that Member A fails to contribute its required $80,000 (i.e., 80% of $100,000) share of the Shortfall Amount identified in the Shortfall Notice and that Member B, in addition to making its required $20,000 contribution under the Shortfall Notice (20% of $100,000), also makes a Shortfall Contribution of $80,000. The Percentage Interest of Member B would be increased by 10.9% computed as follows:

Increase in Member B's Percentage Interest = 150% x $80,000/$1,100,000 = 10.9%.

Accordingly, the Percentage Interest of Member B would increase from 20% to 30.9% and the Percentage Interest of Member A would be decreased from 80% to 69.1%.

3.3 Election to Buy/Sell. In the event that a Shortfall Amount is required to be contributed to the Company by the Members pursuant to Section 3.1.2 and the Shortfall Amount is not fully funded by the Members pursuant to Section 3.1.2 or Section 3.2 (a) any Contributing Member (whether or not it withdrew the contribution of its Shortfall Amount pursuant to Section 3.2) or (b) either Member, if both Members failed to contribute their proportionate share of the Shortfall Amount, may elect to exercise its buy/sell right pursuant to Section 7.3.

3.4 Interest. Except as otherwise provided in this Agreement, no Member shall receive interest on its contribution to the capital of the Company.

3.5 Withdrawal and Return of Capital. Except as provided in Section 3.2 or upon dissolution of the Company or as may otherwise be provided herein, no Member may withdraw any

portion of the capital of the Company and no Member shall be entitled to the return of its contribution to the capital of the Company.

3.6 Capital Accounts.

3.6.1 Capital Account of Assignee. On any sale or other Transfer of any Interest, the Capital Account of the transferor Member shall become the Capital Account of the Assignee or Substituted Member, as applicable, as it existed at the effective date of the Transfer of the Member's Interest.

3.6.2 Deficit Capital Account. No Member shall have any liability to the Company, to any other Member, or to the creditors of the Company on account of any deficit Capital Account balance.

3.7 Form of Return of Capital. If a Member or an Assignee is entitled to receive the return of Capital Contributions, the Company may distribute, in lieu of money, notes or other property having a value equal to the amount of money distributable to the Member or the Assignee.

ARTICLE 4
FINANCIAL

4.1 Accounting Method. The Company books shall be kept on a basis to be reasonably determined by the Members.

4.2 Fiscal Year. The Fiscal Year of the Company shall end on December 31, unless the Members determine that some other Fiscal Year would be more appropriate and obtains the consent of the Internal Revenue Service, if required, to use that other Fiscal Year.

4.3 Expenses of the Company. The Company shall pay or reimburse to the Members the expenses incurred by the Members on behalf of the Company including, but not limited to, the organizational expenses (including legal and filing fees), the operational expenses and any expenses incurred in connection with purchasing, operating and disposing of the Salem Assets or any other Company property; provided, however, that the Members shall not incur expenses on behalf of the Company or be reimbursed for any expenses that are not related to the business of the Company and shall only be reimbursed for expenses pre-approved in writing by all Members in accordance with Section 5.5.

4.4 Distributions. Other than Distributions in liquidation as provided in Section 9.3, Distributions (i.e., Distributable Cash from Operations and Distributable Cash from Capital Events) shall be distributed at such times as determined by the Members (except as described below), and when distributed shall be distributed based on the following:

4.4.1 First, to each Member in proportion to their respective Priority Returns, until each has received cumulative Distributions pursuant to this Section 4.4.1 equal to each such Member's cumulative Priority Return at the time of such distribution.

4.4.2 Then, to each Member, in accordance with its respective Primary Percentage Interest then in effect, until each of the Members has received distributions in an aggregate amount equal to its Capital Contributions to the Company

4.4.3 Then, one hundred percent (100%) to LFT until the Threshold Ratio Date.

4.4.4 Then, from and after the Threshold Ratio Date, the balance, to each Member, in accordance with his respective Secondary Percentage Interest then in effect.

4.5 General Allocation Rules.

4.5.1 General Allocation Rule. For each taxable year of the Company, after the application of Section 4.4 hereof, Profits and/or Losses shall be allocated to the Members in a manner which causes each Member's Adjusted Capital Account Balance to equal the amount that would be distributed to such Member pursuant to Section 4.4 hereof upon a hypothetical liquidation of the Company in accordance with Section 9.3.

4.5.2 Hypothetical Liquidation Defined. In determining the amounts distributable to the Members under Section 9.3 upon a hypothetical liquidation, it shall be presumed that: (a) all of the Company's assets are sold at their respective values reflected on the books of account of the Company, determined in accordance with Code Section 704(b) and Treasury Regulations thereunder (the "**Book Value**"), without further adjustment; (b) payments to any holder of a nonrecourse debt are limited to the Book Value of the assets securing repayment of such debt; and (c) the proceeds of such hypothetical sale are applied and distributed in accordance with Section 9.3 hereof.

4.5.3 Special Loss Allocation. If the Company incurs Losses at any time when the Members' Adjusted Capital Account Balances have been reduced to or below zero, such Losses shall be allocated to the Members in proportion to their respective Adjusted Capital Account Balances.

4.5.4 Special Profits Allocation. If the Company incurs Profits at any time when the Members' Adjusted Capital Account Balances are less than zero and the hypothetical liquidation described in Section 4.5.2 would not result in any distributions to the Members, Profits shall be allocated to the Members in proportion to their negative Adjusted Capital Account Balances, until such negative balances have been eliminated.

4.5.5 Item Allocations. To the extent the Members, upon consultation with the Company's accountants, determines that allocations of Profits and/or Losses over the term of the Company are not likely to produce the Adjusted Capital Account Balances intended under this Section 4.5, then special allocations of income, gain, loss /or deduction shall be made as deemed necessary by the Members to achieve the intended Adjusted Capital Account Balances.

4.6 Regulatory and Curative Allocations. The allocations set forth in Section 4.5 are intended to comply with the requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. If the Company incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Company's "minimum gain" or "partner nonrecourse debt minimum gain," as defined in such Treasury Regulations, or if the Members determine that the foregoing allocations fail for any reason to comply with the Treasury Regulations, the allocation of Profits, Losses and items thereof to the Members shall be modified in a reasonable manner deemed necessary or advisable.

4.7 Capital Account. A Capital Account shall be maintained for each Member in accordance with the Treasury Regulations, under uniform policies and procedures established by the Members and in accordance with Section 2.8.

4.8 Consent of Member. The Members are aware of the income tax consequences of the methods hereinabove set forth by which the Profits, Losses and other items of income, gain, loss, deduction or credit are allocated or the Distributions are distributed and hereby agree to be bound by them in reporting them for income tax purposes. The Members hereby expressly consent to such provisions as an express condition of becoming a Member.

4.9 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a Distribution to a Member on account of its Interest in the Company if such Distribution would violate the Act or any other applicable law.

ARTICLE 5
MANAGEMENT

5.1 Management of the Company.

5.1.1 General. Except as otherwise expressly stated in this Agreement, LFT and ALTA, acting together, shall have control and responsibility over the business of the Company, shall oversee business operations and day-to-day management of the Company, shall establish policy and operating procedures respecting the Company's business, and shall have all rights, power, and authority generally conferred by law or necessary, advisable, or consistent with accomplishing the purpose of the Company. Notwithstanding the foregoing if either Member is in "Default" (as hereinafter defined) under this Agreement, then such Member shall no longer have any control over the business, operations, policies, procedures or day-to-day management of the Company and shall no longer have the specific management rights and obligations set forth in this Section 5.5.1 or elsewhere in this Agreement. In such case, the non-Defaulting Member shall have the exclusive control and responsibility over all such matters, including without limitation, total control of the Company's bank accounts.

5.1.2 Financing. Without limiting the generality of Section 5.1.1, the Members shall cooperate to arrange all financings relating to the Company, including, but not limited to, any long term loans secured by the Salem Assets, and any refinancings of any of the foregoing (collectively, "**Financings**"). All Financings shall be on competitive terms. The Company shall reimburse the Members for all related third-party costs and expenses reasonably incurred by either Member (or any Affiliate of either Member) in connection with any Financings. Except as otherwise provided herein, neither Member shall be obligated to provide any repayment, completion or other guaranties in connection with any Financings**.** By their signatures set forth below, the Members do hereby approve the Acquisition Loan and authorize the Company to take such action and execute such documents as may be necessary to consummate the Acquisition Loan.

5.1.3 Execution of Documents/Reliance on Acts of Members. The Members and/or their respective members and/or trustees shall each be authorized, acting singly or together, to sign, on behalf of the Company, any promissory note, loan agreement, deed of trust, security agreement, bill of sale, contract of sale or purchase, option, deed or other instrument conveying or encumbering or purporting to convey or encumber all or any portion of the fee interest in any real or personal property, or any other agreement, document or instrument for any of the foregoing agreements, documents or instruments with respect to any transaction approved by resolutions duly adopted by the Members of the Company and, once so executed, such documents shall be binding and enforceable against the

Company. Except for the signatures of the Members, no other signatures shall be required for any agreement, document or instrument to be binding and enforceable against the Company. No purchaser, mortgagee, lessee, assignee, optionee, or other party dealing with the Company shall be required to ascertain whether the provisions of this Agreement have been met or complied with, or to inquire as to the authority or power of either Member or be obliged to inquire into the validity of any agreement, document, or instrument executed by the Members, and any such party shall be exonerated from any and all liability if such party deals with the Company on the basis of agreements, documents, and instruments executed on behalf of the Company by the Members as described in this Section.

5.2 No Compensation. Except as provided in a separate agreement approved by all the Members, the Members and their Affiliates shall not be entitled to receive, nor shall the Company pay, any compensation or other consideration for any services provided to the Company.

5.3 Responsibilities of the Members. Each Member shall devote such time to administering the business of the Company as it reasonably deems necessary to perform its duties as set forth in this Agreement. Nothing in this Agreement shall preclude the employment by the Company of any agent or third party, including (subject to compliance with Section 5.2) an Affiliate of a Member, to provide services in respect of the business of the Company; provided, however, that the Members shall continue to have ultimate responsibility under this Agreement. The Members shall cause to be filed such articles, certificates or filings as may be required for the continuation and operation of the Company as a limited liability company in the State of Arizona and any other state in which the Company elects to do business. The Members shall use their commercially reasonable best efforts to do all things (including the filing of articles or certificates, the appointment of registered agents of the Company and maintenance of registered offices of the Company) requisite to the qualification or maintenance of the Company as a limited liability company under the laws of the State of Arizona and any other state in which the Company may elect to do business.

5.4 Meetings of Members. If and when the Members shall determine, meetings of Members may be called; provided, however, this reference to meeting shall not be interpreted to require that meetings of the Members be held, it being the intent of the Members that meetings of the Members are not required.

5.5 Member Approvals/Deadlock. All decisions, elections, determinations, approvals and consents to be made and actions to be taken by the Members pursuant to or in connection with this Agreement, the Company, or the Salem Assets or any other Company asset (collectively, the "**Member Decisions and Actions**") shall require the approval of both of the Members. Absent a meeting of the Members, Member Decisions and Actions may be made or taken by unanimous written consent of the Members. If either Member requires the other Member to approve a Member Decision and Action, then such Member shall deliver a written notice to the other Member describing the Member Decision and Action to be made or taken and requesting that the other Member approve the requested Member Decision and Action. The non-requesting Member shall have ten (10) business days to elect, in writing, to approve or disapprove the requested Member Decision and Action. The non-requesting Member's failure to respond in writing within such ten (10) business days shall be deemed an election to approve the requested Member Decision and Action. Any conditional response shall be deemed disapproval. In any case where the Members are required to make or take a Member Decision and Action, and the Members cannot unanimously agree on what Member Decision and Action to make or take and such failure is determined by the requesting Member, acting in good faith, to have a material adverse effect on the continued operation of the Company and/or on the ability of the Members to jointly own and manage the business of the Company (a "**Deadlock**"), the Members intend that their sole remedy in

such situations is to exercise the buy/sell rights contained in Section 7.3, or if neither Member exercises its buy/sell rights within sixty (60) days after the date on which the Deadlock is first deemed to arise (the "**Buy/Sell Period**"), either Member can elect to dissolve the Company pursuant to Section 9.1; provided, however, if no such election to dissolve the Company is made within sixty (60) days after the expiration of the Buy/Sell Period, then the Members shall be deemed to have elected to continue to jointly own and operate the Company and to have waived a decision with respect to the Decision and Action which gave rise to the Deadlock. Notwithstanding the foregoing, if either Member shall be in Default under this Agreement, then such Member shall have no right to make or take any Member Decision and Action. In such event all Member Decisions and Actions shall be made and taken by the non-Defaulting Member in its sole and absolute discretion. Further, no Member shall be authorized to declare a Deadlock and accordingly trigger the buy/sell or dissolution provisions of this Agreement if doing so would create a default under any financing or other documents to which the Company may then be a party.

5.6 Devotion of Time. The Members are not obligated to devote their full time to the affairs of the Company. Either Member may become involved in other businesses and occupations and other limited liability companies, partnerships, corporations and other entities and joint ventures, some of which may be directly competitive with the Company business. The Members shall devote such time as is necessary to manage the Company business and perform the Members' duties hereunder.

5.7 Limitations on Authority. The Members shall not have the authority to:

5.7.1 Act in Contravention of Agreement. Do any act in contravention of this Agreement.

5.7.2 Use Company Assets. Employ, or permit to employ, the funds or other assets of the Company in any manner except for the exclusive benefit of the Company.

5.7.3 Create Liability to the Members. Perform any action that would, at the time such act occurred, subject the Members to liability in any jurisdiction.

5.7.4 Alter or Hinder Purpose of Company. Alter the primary purpose of the Company as set forth in Section 1.2.1 or do any act that would make it impossible to carry on the ordinary business of the Company.

5.7.5 Possess Company Property. Possess Company property, assign the rights of the Company in any property for other than a Company purpose, or commingle Company funds with those of any other Person.

5.8 Limitation of Rights of Members. Except as otherwise provided in this Agreement, no Member shall have the right or power to: (a) withdraw or reduce its Capital Contribution, except as a result of the dissolution of the Company or as otherwise provided in this Agreement or by law; (b) bring an action for partition against the Company; or (c) demand or receive property in any Distribution other than cash. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member either as to the return of Capital Contributions, as to Distributions, or as to allocations of Profits, Losses, items of gross income, gain, loss, deduction or credit.

5.9 Company Representative.

5.9.1. The Company's "partnership representative" (the "**Company Representative**") shall be LFT or such person as LFT designates from time to time; provided that in the event of the death or incapacity of Steven D. Lebowitz, ALTA shall be the Company Representative. Each Member shall take such actions as are necessary or convenient to effect the appointment of a Company Representative that has been selected by LFT. The Company Representative may in its sole discretion cause the Company to elect into the partnership audit regime enacted by Code Sections 6221 through 6241, as amended by the Bipartisan Budget Act of 2015, and the Company and the Members shall take all actions necessary to effect such election. The Company Representative has full discretion to represent and bind the Company in each audit conducted by any taxing authority, including without limitation the power and authority (i) to make an election under Code Section 6223 (if available) or Code Section 6226 and any Treasury Regulations promulgated in accordance with those statutes, and (ii) to take, and to cause the Company to take, all actions necessary or convenient to give effect to such an election.

5.9.2. Each Member, at its/his/her sole cost and expense, agrees to take all actions that the Company Representative informs the Members are reasonably necessary to effect a decision of the Company Representative in its capacity as such, including without limitation (A) providing any information reasonably requested in connection with any tax audit or related proceeding (which information may be freely disclosed to the Internal Revenue Service or other relevant taxing authorities), (B) paying all liabilities attributable to such Member as the result of an election under Code Section 6226 of the Code, (C) filing any amended returns that the Company Representative determines to be necessary or appropriate to reduce an imputed underpayment under Code Section 6225(c), or (D) paying all liabilities associated with such an amended return. The costs and expenses incurred by a Member in connection with the preceding sentence shall not be treated as expenses of the Company.

5.9.3. If any tax audit results in the imposition of a tax liability on the Company itself and the Company Representative reasonably determines that any portion of such liability (including associated interest and penalties) is specifically attributable to either Member (whether as a result of its status, actions, inactions, or otherwise), then at the Company Representative's election such amount shall either (i) be deemed to have been distributed to such Member, and a corresponding amount shall be withheld from the next distributions to which the Member would otherwise be entitled (regardless of whether such distributions would actually be made under this Agreement), or (ii) be contributed to the Company by the relevant Member. For avoidance of doubt, the Company Representative may choose to apply clause (i) of the preceding sentence to a portion of an amount due and to apply clause (ii) with respect to the remaining portion of such amount, and all capital contributed pursuant to clause (ii) shall not be treated as a capital contribution for purposes of determining any rights to distributions or other payments from or in respect of the Company.

5.9.4. Notwithstanding any other provision of this Agreement, each Member agrees that its obligations to comply with the Company Representative's decisions under this Section shall survive any transfer of Units and the termination of the Company as a tax partnership. Accordingly, each person that ceases to be a Member shall, notwithstanding such divestiture, (i) reimburse and indemnify the Company against any liability that would be attributed to such person under the terms of this Agreement if the person were a Member at the time of determination, and (ii) promptly provide updated contact information to the Company upon any change to such information until the fourth anniversary of the status of the Company as a tax partnership is terminated.

5.10 Appointment and Duties of Officers.

5.10.1 Appointment of Officers. In connection with the management of the operations and affairs of the Company, the Members shall have the option, but not the obligation, to appoint officers of the Company, which appointment shall be effective immediately upon written notice signed by the Members sent to the Company. The officers of the Company may include a chairman, a president, a secretary, a chief financial officer, one or more vice presidents, one or more assistant secretaries, one or more assistant financial officers and such other officers as they deem appropriate. Each officer shall exercise such powers and perform such duties as are prescribed herein or as determined by the Members. Any number of offices may be held by the same person. An officer need not be a Member of the Company.

5.10.2 Term of Office. The Members may appoint officers to serve for any period of time that they deem appropriate. Each officer shall hold his office and perform such duties appurtenant thereto until he shall resign or shall be removed or otherwise be disqualified to serve, or until a successor to his office is appointed upon the expiration of his term if a term is specified.

5.10.3 Removal and Resignation. Any officer may be removed, either with or without cause, by the Members, effective immediately upon written notice sent to the Company signed by the Members or by any officer upon whom such power of removal may be conferred by the Members (subject, in each case, to the rights, if any, of an officer under any contract of employment). Any officer may resign at any time by giving written notice to the Members or to the president or secretary of the Company, without prejudice, however, to the rights, if any, of the Company under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.10.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to such office.

5.10.5 Chairman. The chairman, if there shall be such an officer, shall, exercise and perform such other powers and duties as may be from time to time assigned to him by the Members.

5.10.6 President. Subject to such supervisory powers, if any, as may be given by the Members to the chairman, if there be such an officer, the president shall be the chief executive officer of the Company and shall, subject to the control of the Members, have general supervision, direction and control of the business and officers of the Company. The president shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Members.

5.10.7 Vice President. In the absence or disability of the president, the vice presidents in order of their rank as fixed by the Members or, if not ranked, the vice president designated by the Members, shall perform all the duties of the president, and when so acting shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Members.

5.10.8 Secretary. The secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the registered office and such other place as the Members may order, a book of minutes of actions taken at all meetings of Members, with the time and place of holding, the notice

thereof given, the names and membership interests present or represented at Member meetings, and the proceedings thereof. The secretary shall keep, or cause to be kept, the records of the Company as set forth in Section 8.1 of this Agreement. The secretary shall give, or cause to be given, notice of all the meetings of the Members required by this Agreement or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Members.

5.10.9 Chief Financial Officer. The chief financial officer of the Company shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and membership interests. The books of account shall at all reasonable times be open to inspection by either Member. The chief financial officer shall deposit all monies and other valuables in the name and to the credit of the Company with such depositories as may be designated by the Members. The chief financial officer shall disburse the funds of the Company as may be ordered by the Members, shall render to the president and Members, whenever they request it, an account of all of his or her transactions as chief financial officer and of the financial condition of the Company, and shall have such other powers and perform such other duties as may be prescribed by the Members.

5.11 Limitations on Liability. No Member, Affiliate of a Member, Springing Manager, or any officer of the Company (an **"Actor"**) shall be liable to the Company or the other Members for actions taken in good faith by the Actor in connection with the Company or its business; provided that the Actor shall in all instances remain liable for acts in breach of this Agreement or which constitute bad faith, fraud, willful misconduct or gross negligence (except to the extent the Company is compensated for the same by insurance coverage maintained in accordance with this Agreement).

5.12 Insolvency. If a Member commences a voluntary case under the Federal bankruptcy laws or under any other applicable Federal or state law relating to insolvency or if an order for relief or similar determination is entered in an involuntary case under the Federal bankruptcy laws or any other Federal or state law relating to insolvency, or if a receiver, liquidator, assignee, trustee, custodian or other similar person is appointed, voluntarily or involuntarily, for the assets of a Member, then such Member (the "**Insolvent Member**") shall automatically cease to have the right to direct or participate in the management of the Company and the Company shall be solely managed by the other Member. Such suspension of the Insolvent Member's management rights shall not affect the Insolvent Member's interest in the capital, Profits, Losses, items of gross income, gain, loss, deduction, or credit of the Company. Each Member acknowledges that if it becomes an Insolvent Member, it would have a conflict of interest in representing the best interests of the Company and acting as a fiduciary toward the other Member, while conducting itself under the Federal bankruptcy laws, if the Insolvent Member retained such management rights. The Insolvent Member shall regain its voting rights and rights to manage the Company upon the effective date of a plan of reorganization under Federal bankruptcy laws, provided the Insolvent Member is not otherwise in breach of this Agreement and has assumed all of its obligations hereunder and not assigned any of such obligations.

5.13 Springing Manager.

5.13.1 In the event of either (i) the death of Steven D. Lebowitz or (ii) the inability of Steven D. Lebowitz to act as the trustee of the LFT as determined in accordance with the LFT trust agreement (each a "**Triggering Event**") (a) the Company shall become a "manager-managed limited liability company" as defined in Section 63.001 of the Act, (b) Alta shall continue to

manage the Company as a manager rather than in its capacity as a Member, and (c) the Springing Manager shall automatically without the need for further action or the execution of further documents be substituted for LFT as a manager of the Company and shall have the authority to exercise any and all management rights and obligations granted to LFT under this Agreement and shall remain in that capacity until, solely in the case of the Triggering Event described in clause (ii), such time as Steven D. Lebowitz is again able to act as the trustee of LFT. Upon the occurrence of a Triggering Event, Alta shall promptly file an amendment to the Articles to designate the Company as a "manager-managed limited liability company" and is hereby authorized to do so without further consent from LFT; provided, however, in the event of Triggering Event described in clause (ii), in the event that Steven D. Lebowitz is thereafter able to act as the trustee of LFT, then each of LFT and Alta shall thereafter manage the Company as managers, rather than reverting to managing in their capacity as Members, so that no further amendment to the Articles will be required. From and after the occurrence of a Triggering Event, all decisions and approvals which are required under this Agreement to be made jointly by ALTA and LFT with respect to the business, operations, policies, procedures or day-to-day management of the Company shall be made jointly by ALTA and the Springing Manager until, solely in the case of the Triggering Event described in clause (ii), such time as Steven D. Lebowitz is again able to act as the trustee of LFT.

5.13.2 The Springing Manager shall not be a Member of the Company and shall have no interest in the profits, losses and capital of the Company or any obligation to make capital contributions to the Company or any right to receive any distributions of Company assets. All right, power and authority of the Springing Manager shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement and the Springing Manager shall be authorized to execute documents on behalf of the Company in his capacity as a manager of the Company.

5.13.3 Except as otherwise specifically provided in Section 5.13.1, no resignation or removal of the Springing Manager, and no appointment of a successor Springing Manager, shall be effective until such successor shall have accepted his or her appointment as a Springing Manager by a written instrument, which may be a counterpart signature page to this Agreement. In the event of a vacancy in the position of the Springing Manager, LFT (acting through its trustee) shall, as soon as practicable, appoint a successor Springing Manager.

ARTICLE 6
LIABILITY, RESIGNATION AND WITHDRAWAL OF MEMBERS.

6.1 Liability of Members. Except as specifically provided in this Agreement, no Member and no Springing Manager shall be liable for the debts, liabilities, contracts, or any other obligations of the Company. Only the Company and no third party creditor (either in its own right or as a successor-in-interest of the Company, and including a trustee, receiver or other representative of the Company or Member), shall be entitled to enforce any right or obligation to make Capital Contributions or Shortfall Contributions. The Members intend and agree that the rights and obligations of the Members to make Capital Contributions and Shortfall Contributions constitute an agreement to make financial accommodations to and for the benefit solely of the Members and the Company.

6.2 Return of Distributions. In accordance with the Act, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company's creditors, amounts previously distributed to the Member.

6.3 Resignation or Withdrawal of a Member. Subject to Article 7, a Member shall not resign or withdraw as a Member without the consent of the other Member.

ARTICLE 7
TRANSFERS OF INTERESTS.

7.1 Assignment of Interest.

7.1.1 Consent. No Member shall have the right to directly or indirectly Transfer the whole or any part of its Interest without the written consent of the other Member(s).

7.1.2 Distributions. A permitted Assignee shall be entitled to receive Distributions from the Company attributable to the Interest acquired by reason of such Transfer from and after the effective date of the Transfer of such Interest to such Assignee; however, anything herein to the contrary notwithstanding, the Company shall be entitled to treat the assignor of such Interest as the absolute owner thereof in all respects, and shall incur no liability for Distributions, allocations of Profits, Losses, items of gross income, gain, loss, deduction or credit, or transmittal of reports and notices required to be given to Members hereunder that are made in good faith to such assignor until such time as the written instrument of Transfer has been received by the Company and recorded on its books, and the effective date of Transfer has passed.

7.1.3 Transfers Null and Void. Any Transfer or attempted Transfer in violation of this Agreement shall be null and void and of no effect. Each Member acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the purposes of the Company, its status as a limited liability company and the relationship of its Members. The Transfer restrictions contained herein are expressly consented to by each Member as an express condition of becoming a Member.

7.2 Substituted Members. An Assignee shall have the right to become a Substituted Member in place of its assignor only if all of the following conditions are first satisfied:

7.2.1 Written Assignment. A duly executed and acknowledged written instrument of Transfer shall have been filed with the Company, which instrument shall specify the percentage of the Interest in the Company being Transferred and which sets forth the intention of the assignor that the Assignee succeed to the assignor's interest as a Substituted Member in its place.

7.2.2 Instruments of Substitution. The Assignee shall have executed and acknowledged such other instruments as may be necessary or desirable to effect such substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement.

7.2.3 Consent of Members. The written consent of all of the non-transferring Members to such substitution shall have been obtained, the granting or denial of which shall be within the sole and absolute discretion of each Member.

7.3 Buy/Sell Obligations Between Members. Either Member may elect at any time during the Term of this Agreement to initiate a buy/sell procedure under this Section 7.3 (the "**Buy/Sell**"), by delivering a written notice (a "**Buy/Sell Notice**") to the other Member (the "**Responding Member**") stating that such Member (the "**Initiating Member**") is initiating the Buy/Sell procedures. The Buy/Sell Notice shall contain the following required information: (a) the total gross purchase price for the Subject Assets (as hereinafter defined) of the Company that the Initiating Member is willing to pay (the "**Offer Price**"); (b) the outstanding amount of the indebtedness secured by mortgages, deeds of trust or other liens on the Salem Assets (collectively, the "**Secured Loans**"); and (c) the net amount of the Offer Price less the outstanding amount of the Secured Loans (the "**Net Asset Value**").

7.3.1 Definitions. The following terms shall have the meanings set forth below:

"**Buy/Sell Purchase Price**" means the amount calculated as follows: (a) the Net Asset Value of the Subject Assets set forth in the Buy/Sell Notice; less (b) the amount of any Company Indebtedness as of the Buy/Sell Closing Date; and as adjusted by (c) the net amount of any Closing Prorations due to or owed by the Company.

"**Company Indebtedness**" means the outstanding amount of any liabilities and obligations of the Company as of the Buy/Sell Closing Date, but which specifically excludes any Secured Loans.

"**Closing Prorations**" means: (a) closing prorations and adjustments customary in the jurisdiction in which the Land is located; (b) any prepayment penalties on any Secured Loans or Company Indebtedness that are due and payable as a result of the sale of the Subject Assets under this Section 7.3; (c) rents paid or payable to the Company any lease to which the Company may then be a party as the landlord with respect to the Salem Assets, which shall be prorated as of the Buy/Sell Closing Date; (d) any debt service payments under the Secured Loans or any Company Indebtedness, which shall be prorated as of the Buy/Sell Closing Date; and (e) any other revenues and expenses of the Company, which shall be prorated as of the Buy/Sell Closing Date.

"**Subject Assets**" means all assets of the Company, including the Salem Assets.

7.3.2 Buy/Sell Procedures. Within forty-five (45) days after the delivery of the Buy/Sell Notice to the Responding Member by the Initiating Member, the Responding Member, by delivering a written notice (the "**Buy/Sell Election Notice**") to the Initiating Member, shall elect either: (i) that the Responding Member will buy the Subject Assets for the Net Asset Value; or (ii) that the Initiating Member will be required to buy the Subject Assets for the Net Asset Value. If the Responding Member fails to deliver a Buy/Sell Election Notice within such forty-five (45) day period, then the Responding Member shall be deemed to have delivered a Buy/Sell Election Notice to cause the Initiating Member to buy the Subject Assets under clause (ii) above. Upon such election or deemed election by the Responding Member, the Responding Member (in the case of an election under clause (i) above) or the Initiating Member (in the case of an election or deemed election under clause (ii) above) shall irrevocably be obligated to purchase, and the Company shall irrevocably be obligated to sell the Subject Assets, in accordance with and subject to the provisions of this Section 7.3. The Member obligated to purchase the Subject Assets pursuant to this Section 7.3 (the "**Buying Member**") shall, within ten (10) business days of the election or deemed election to purchase, pay the Buy/Sell Deposit (as hereinafter defined) to the escrow department of a nationally-recognized title insurance

company (the "**Escrow Holder**") pursuant to escrow instructions, which Escrow Holder and escrow instructions shall be reasonably satisfactory to both Members. The term "**Buy/Sell Deposit**" means the sum equal to the lesser of: (a) Two Hundred Fifty Thousand Dollars ($250,000.00); and (b) the Net Asset Value in the Buy/Sell Notice. The Buy/Sell Deposit shall be credited against the Purchase Price to be paid by the Buying Member at the Buy/Sell Closing (as hereinafter defined).

7.3.3 Right to Structure as Sale of Member Interest. The Buying Member shall be entitled to elect, by delivering written notice to the other Member (the "**Selling Member**") not more than thirty (30) days after the Buying Member becomes so obligated to purchase and at least thirty (30) days prior to the scheduled Buy/Sell Closing Date to structure the purchase as a purchase of all of the Interest of the Selling Member in the Company (the "**Selling Member's Interest**") in lieu of a purchase of the Subject Assets. If the Buying Member makes such election, the price to be paid to the Selling Member shall be the amount that the Selling Member would have received if the Subject Assets were sold to a third party for the Buy/Sell Purchase Price and the proceeds distributed to the Members in accordance with Section 9.3. If there are savings on transfer taxes or other transaction costs as a result of an election by the Buying Member to structure the purchase as a purchase of all of the Selling Member's Interest in the Company, then the Members agree that such savings shall be shared in the same manner as the Members would share an equivalent increase in Net Asset Value.

7.3.4 Distribution of Net Sales Proceeds. The Buy/Sell Purchase Price received by the Company from the sale of the Subject Assets to the Buying Member upon the Buy/Sell Closing Date under this Section 7.3 shall be distributed to the Members in accordance with Section 9.3.

7.3.5 Closing of Sale to Buying Member**.** The Buy/Sell Purchase Price shall be paid by the Buying Member at the Buy/Sell Closing by wire transfer of then-current and immediately available local clearing house funds. If the Buying Member is purchasing the Subject Assets, the Buy/Sell Deposit shall be credited against the Buy/Sell Purchase Price. If the Buying Member is purchasing the Selling Member's Interest, the Buying Member may require that the Buy/Sell Deposit be paid by the Company to the Selling Member for credit against the Buy/Sell Purchase Price for the Selling Member's Interest. The closing of the purchase and sale by the Buying Member under this Section 7.3 (the "**Buy/Sell Closing**") shall occur on a date (the "**Buy/Sell Closing Date**") designated by the Buying Member by at least ten (10) days' prior written notice to the Selling Member, which date shall be not later than the following number of calendar days after the delivery of the Buy/Sell Election Notice, or the date of the deemed delivery thereof, as applicable: (a) if the Project is then subject to a mortgage loan insured by or through the U.S. Department of Housing and Urban Development or any agency or designee thereof (a "**HUD Loan**"), two hundred forty (240) calendar days; or (b) if the Project is then not subject to a HUD Loan, one hundred twenty (120) calendar days. The Buy/Sell Closing shall be held at the location of the Escrow Holder. At Buy/Sell Closing Date, if the Subject Assets are being purchased: (i) the Land shall be conveyed by special warranty deed to the Buying Member subject to then-existing title encumbrances (other than any such encumbrances created by or on account of the Selling Member in violation of this Agreement); and (ii) the balance of the Subject Assets shall be conveyed by a written assignment and/or Bill of Sale to the Buying Member subject to then-existing title encumbrances (other than any such encumbrances created by or on account of the Selling Member in violation of this Agreement) (the "**Assignment**"). If the Buying Member is purchasing the Selling Member's Interest, such Selling Member's Interest shall be conveyed free and clear of any claims, security interests (including without limitation, any security interest in Distributable Cash from Operations and Cash from Capital Events), liens and other encumbrances. Each Member shall pay its own legal fees in connection with the Buy/Sell and the Buy/Sell Closing. The Buying Member shall be entitled to cause the Subject Assets or the Selling Member's Interest in

the Company, as applicable, to be transferred to an affiliate of the Buying Member if the Buying Member provides written notice to such effect to the Selling Member not less than five (5) days prior to the scheduled Buy/Sell Closing Date. Without limiting the rights set forth below in Section 7.3.6, the Buying Member shall be entitled to enforce the Selling Member's obligation to cause the Company or the Selling Member to sell the Salem Assets or the Selling Member's Interest, as applicable, by bringing an action for specific performance (and no provision of this Agreement, shall be applicable to, or prevent or derogate from the Buying Member's right so to bring an action for specific performance).

7.3.6 Failure to Close**.** If the Buying Member was to have purchased: (i) the Selling Member's Interest and the Buying Member fails to perform the Buying Member's obligations under this Section 7.3 (following such failure, the "**Defaulting Buying Member**"), the Selling Member shall be entitled to retain the Buy/Sell Deposit; or (ii) the Subject Assets and the Buying Member fails to perform the Buying Member's obligations under this Section 7.3, the Buy/Sell Deposit shall be forfeited to the Company, and, in either case, the Selling Member shall have the additional right to: (a) purchase the Interest of the Defaulting Buying Member for an amount equal to ninety percent (90%) of the amount the Defaulting Buying Member would have received had the Defaulting Buying Member been the Selling Member rather than the Buying Member; or (b) purchase the Subject Assets at ninety percent (90%) of the Buy/Sell Purchase Price, upon written notice to the Buying Member delivered within forty five (45) days after the originally scheduled Buy/Sell Closing Date. If the Selling Member elects to purchase the Interest of the Defaulting Buying Member or the Subject Assets, as applicable, pursuant to this Section 7.3.6, the Buy/Sell Closing shall take place in accordance with the provisions of this Section 7.3, except that the Closing Date shall be not later than one hundred twenty (120) days following the date on which the written notice electing such purchase is delivered or such later date on which any lender holding debt secured by the Property has either consented to the assumption of its debt or delivered the documentation required for the payoff of its debt. If the Selling Member shall fail to perform the Selling Member's obligation under this Section 7.3, the Buying Member shall have all rights and remedies available to the Buying Member hereunder or at law or equity including the right to seek specific performance. The Defaulting Buying Member shall lose the right to deliver a Buy/Sell Notice for a period of twelve (12) months after the date such Defaulting Buying Member failed to perform the Defaulting Buying Member's obligations under this Section 7.3.

7.3.7 Closing Prorations. If any rents or revenues attributable to the period prior to the Buy/Sell Closing is collected after the Buy/Sell Closing Date, the Buying Member shall promptly remit the amounts collected to the Company (or shall remit the Selling Member's share thereof to the Selling Member if the Buying Member has purchased the Selling Member's Interest). For purposes of Closing Prorations, if the actual expenses of the Company for the year of the Buy/Sell Closing are not determinable as of the Buy/Sell Closing Date, the expenses shall be reasonably estimated at the time of the Buy/Sell Closing. When the actual Company expenses are determined, the Buying Member and Selling Member shall recalculate the amount of the Closing Prorations and the Buy/Sell Purchase Price based upon the actual expenses, and any amounts owed to a Member as a result of such recalculation shall be paid by the other Member within ten (10) days following the recalculation date.

7.3.8 Brokerage. No brokerage fees or commissions shall be payable by the Company or either Member in connection with any purchase pursuant to this Section 7.3, and each Member shall indemnify and hold harmless the Company and the other Member for, from and against any such claims made based upon the actions of such Member, including any attorneys fees, court costs or other expenses in defending any such claims.

7.3.9 Release and Discharge. Upon the Buy/Sell Closing of a sale of the Selling Member's Interest or a sale of the Subject Assets pursuant to this Section 7.3, the Buying Member shall indemnify, defend and hold harmless the Selling Member for, from and against any and all claims, liabilities, suits or damages, including any court costs and attorneys fees, arising out of any indebtedness or other liabilities or obligations incurred or undertaken by or on behalf of the Company whether prior to or after the Buy/Sell Closing, or from any actions taken or authorized by the Members on behalf of the Company with respect to the Company's business affairs, except however, and excluding, any claims, debts, liabilities or obligations or other actions taken or authorized which were prohibited by or were in violation or contravention of this Agreement, or which involved fraud, gross negligence, misrepresentation or willful misconduct on the part of the Selling Member. On the Buy/Sell Closing Date, the Selling Member and the Buying Member also shall release and discharge the other from any and all claims, liabilities and obligations, of whatever kind, whether known or unknown, whether liquidated or unliquidated, arising out of any acts or actions by the other Member prior to the Buy/Sell Closing, except for matters involving fraud, gross negligence, misrepresentation or willful misconduct by such other Member and any indemnifications obligation of the Buying Member under this Section 7.3.9.

7.4 Reference to a Member. Wherever the context requires, reference in this Agreement to a Member shall include an Assignee who does not become a Substituted Member wherever such reference relates solely to an economic interest in the Company.

7.5 Exchange/Transfer. In the event of the acquisition of the Interest of a Member pursuant to Section 7.3, the Buying Member agrees to: (a) cooperate with the Selling Member in effecting such transfer as a tax deferred exchange provided the Buying Member incurs no additional cost or liability nor does such cooperation delay the closing of such transfer; and (b) cooperate with the termination of any other agreements between the Members relating to the Salem Assets to which a Member or its Affiliate is a party, all at no cost to the Company or other Members.

7.6 Sole Remaining Member. Notwithstanding anything to the contrary contained in this Agreement, if any transaction to be effected by the buy/sell provisions as provided in Section 7.3 would otherwise result in there being only one remaining Member, either the Company or the remaining Member, as applicable, shall have the right to designate an Assignee in favor of which the Company or such Member may exercise its rights.

ARTICLE 8
BOOKS AND RECORDS

8.1 Records. The Company shall keep at 1333 Second Street, Suite 650 Santa Monica, California 90401 or such other place as shall be designated by the Members, the following documents:

8.1.1 A current list of the full name and last known business or residence address of each Member and Assignee set forth in alphabetical order, together with the contribution and share in profits and losses of each Member or Assignee.

8.1.2 A copy of the Articles and all amendments thereto, and executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed.

8.1.3 Copies of the Company's Federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years.

8.1.4 Copies of the original of this Agreement and all amendments to this Agreement, together with any powers of attorney pursuant to which this Agreement or any amendment to this Agreement were executed.

8.1.5 Financial statements of the Company for the six most recent fiscal years.

8.1.6 The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four fiscal years.

8.2 Inspection.

8.2.1 Upon the request of a Member or Assignee, the Company shall promptly deliver to the requesting Member or Assignee, at the expense of the Company, a copy of the information required to be maintained by Sections 8.1.1 or 8.1.3.

8.2.2 Each Member and Assignee has the right, upon reasonable request, to:

8.2.2(a) Inspect and copy during normal business hours any of the Company records required to be maintained by Section 8.1.

8.2.2(b) Obtain from the Company, promptly after becoming available, a copy of the Company's Federal, state and local income tax or information returns for each year.

8.3 Reports.

8.3.1 The Company shall cause financial reports to be sent to each Member not later than ninety (90) days after the close of each fiscal year and not later than forty-five (45) days after the close of each fiscal quarter and said financial reports shall contain: (a) a balance sheet as of the end of the period; (b) an income statement; and (c) a statement of changes in financial position for the fiscal year.

8.3.2 The Company shall send to each Member within seventy-five (75) days after the end of each taxable year the information necessary for the Member to complete its Federal and state income tax return or information returns, and a copy of the Company's Federal, state, and local income tax or information returns for the year.

ARTICLE 9
LIQUIDATION AND WINDING UP

9.1 Dissolution. No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company (and each Member agrees that it will not cause a voluntary dissolution of the Company except as expressly permitted under this Agreement), except that the Company shall dissolve upon one of the following:

9.1.1 The occurrence of any event which makes it unlawful for the business of the Company to be carried on.

9.1.2 The written consent of all Members to dissolve the Company.

9.1.3 The sale or other disposition of all or substantially all the Salem Assets and the collection or sale of all notes received in connection with such sale or other disposition.

9.1.4 Subject to the limitations set forth in Section 5.5, the written election of a Member in the case of a Deadlock under Section 5.5 and the failure of either Member to exercise their buy/sell rights under Section 7.3.

9.2 Filing Upon Dissolution. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination have been filed with the Arizona Corporation Commission as required by the Act or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

9.3 Liquidation. Upon dissolution of the Company, the business and affairs of the Company shall be wound up and liquidated as rapidly as business circumstances permit and, subject to all applicable consent or approval rights in favor of the Members under this Agreement, the Members shall act together to determine which Member shall act as the liquidating trustee. The liquidating trustee shall not be entitled to any fee or compensation for acting in such capacity. The assets of the Company shall not be distributed in-kind, but shall be sold and otherwise liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order:

9.3.1 First, to third-party creditors in the order of priority as required by applicable law.

9.3.2 Second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its discretion.

9.3.3 Third, to the repayment of outstanding loans made by either Member to the Company.

9.3.4 Thereafter, to the Members in accordance with Section 4.4; provided that any amount otherwise distributable to a Defaulting Member shall be reduced by any damages the Company or the Non-Defaulting Member is entitled to recover.

9.4 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 9.3 in order to minimize any losses otherwise related to the dissolution and winding up of the Company. A reasonable time shall include the time necessary to sell the Salem Assets.

9.5 Deficit Capital Account. Upon liquidation, each Member shall look solely to the assets of the Company for the return of that Member's Capital Contribution. No Member shall be personally liable for a deficit Capital Account balance of that Member except to the extent such deficit Capital Account balance is attributable to any improper distribution to such Member, it being expressly

understood that the distribution of liquidation proceeds shall be made solely from existing Company assets.

ARTICLE 10
MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Each Member irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Arizona and of the United States of America, for any actions, suits, or proceedings arising out of or relating to this Agreement, and no Member shall commence any action, suit or proceedings relating thereto except in such courts.

10.2 Notices. All notices, approvals, consents, demands, requests or other communications required or permitted under this Agreement ("**Notices**") shall be in writing, shall be addressed to the receiving party, with a copy to such party's counsel, if any, as provided below, and shall be personally delivered, sent by overnight mail (FedEx® or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, sent by e-mail (provided that a successful electronic confirmation is received), or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the address indicated below next to their name or at such other address as shall be designated by such party in a written notice delivered in accordance with this Section 10.2. Notice of change of address shall be given by written notice in the manner set forth in this Section 10.2. Rejection or other refusal to accept or the inability to deliver any Notice due to changed address or facsimile number of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. Any operational failure of a Notice recipient's facsimile equipment shall extend the time for giving of Notice during such period up to a maximum delay of forty-eight (48) hours. The providing of copies of Notices to the parties' respective counsel is for information only, is not required for valid Notice and does not alone constitute Notice hereunder. The parties agree that Notices may be given hereunder by the parties' respective counsel, and that, if any communication is given hereunder by a party's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section 10.2.

If to ALTA:
David Lebowitz
1333 2nd Street, Suite 650
Santa Monica, CA 90401
Phone: (310) 566-0640
Fax: (310) 566-0680
Attention: David Lebowitz
E-Mail: david@watchhillcapllc.com

with copy to:
The Nathanson Group PLLC
One Union Square
600 University Street, Suite 2000
Seattle, WA 98101
Attention: Randi S. Nathanson, Esq.
Phone: (206) 623-6239
Fax: (206) 299-9335
E-Mail: randi@nathansongroup.com

to LFT: c/o Steven Lebowitz
1333 2nd Street, Suite 650
Santa Monica, CA 90401
Phone: (310) 566-0640
Fax: (310) 566-0680
Attention: Steven Lebowitz
E-Mail: steve@watchhillcapllc.com

10.3 Default. If a Member or its Affiliate shall fail to perform any obligation required to be performed by such Member pursuant to this Agreement and such failure shall not be cured within five (5) days of the date written notice of such default is sent to such Member from either another Member or the Company, then such Member shall be in default under this Agreement (a "**Default**") and the provisions of this Agreement which limit the rights of a Member in Default shall apply; provided, however, that if any obligation (other than a monetary obligation) requires more than five (5) days to cure, then such Member shall not be in Default if such Member or its Affiliate commences performance of the required obligation within such five (5) days and thereafter diligently prosecutes such cure to completion within thirty (30) days.

10.4 Severability. If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

10.5 Binding Effect. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Members and their respective successors and, where permitted, assigns.

10.6 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

10.7 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the appropriate Person(s) may require.

10.8 No Third Party Rights. This Agreement is intended to create enforceable rights between the parties hereto only, and creates no rights in, or obligations to, any other Persons whatsoever. Without limiting the generality of the foregoing, as to any third party, a deficit Capital Account of a Member shall not be deemed to be a liability of such Member nor an asset or property of the Company.

10.9 Time is of Essence. Time is of the essence in the performance of each and every obligation herein imposed.

10.10 Further Assurances. The parties hereto shall execute all further instruments and perform all acts which are or may become necessary to effectuate and to carry on the business contemplated by this Agreement.

10.11 Estoppel Certificates. Upon the written request of a Member, the other Member shall, within fifteen (15) days after its receipt of such request, execute and deliver a written statement certifying: (a) that this Agreement is unmodified and in full force and effect (or, if modified, that this Agreement is in full force and effect as modified and, stating any and all modifications); (b) that such Member is not in default hereunder and, to its actual knowledge, the requesting Member is not in default hereunder, in each case except as specified in such statement; and (c) that to its actual knowledge, no event has occurred which with the passage of time or the giving of notice, or both, would ripen into a default hereunder, except as specified in such statement.

10.12 Schedules Included in Exhibits; Incorporation by Reference. Any reference to an Exhibit to this Agreement contained herein shall be deemed to include any Schedules to such Exhibit.

10.13 Amendments and Waivers. This Agreement may not be amended except by unanimous written agreement of all the Members nor may any provision of this Agreement be waived except by written instrument signed by the party granting the waiver.

10.14 Counterpart Execution; Facsimile or Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Delivery by one party to the other party of an executed counterpart of this Agreement by facsimile or e-mail transmission or other electronic image scan transmission shall be as effective as delivery of an original executed counterpart hereof.

10.15 Relationship of the Parties. The relationship between the parties hereto shall be that of members in a limited liability company for the sole and limited purpose of carrying on the business of the Company.

10.16 Usury. If any return, interest payment, or other charge payable under this Agreement shall at any time exceed the maximum amount chargeable by applicable law, then the applicable rate of return or interest shall be reduced to the maximum rate permitted by applicable law.

10.17 Certain Terminology. Whenever the words “including,” “include” or “includes” are used in this Agreement, they shall be interpreted as meaning “not limited to.”

10.18 Construction According to Fair Meaning. The Members have each been represented by counsel of their respective choice in connection with this Agreement, the terms of which have been fully and fairly negotiated. The language in all parts of this Agreement shall in all cases be construed simply according to the fair meaning thereof and not strictly against the party which drafted such language.

10.19 Standards of Decision Making. Whenever in this Agreement the Members are permitted or required to make a decision which is not required to be “reasonably” made or some other similar express standard, the Members shall be entitled to consider only the interests and factors as they desire in their sole discretion and shall have no duty or obligation to give any consideration to any other interest or factors.

10.20 Business Days. Any reference in this Agreement to “business days” shall mean all calendar days except Saturdays, Sundays and Federal legal holidays.

10.21 Attorneys' Fees. In the event of any controversy or dispute between the Members, or if any party appears in any bankruptcy proceeding on a matter relating to this Agreement, the Company or another Member, the substantially prevailing or non-defaulting party, whether or not litigation is instituted, shall be entitled to recover from the non-prevailing party or defaulting party the prevailing/non-defaulting party's fees, costs and expenses, including, but not limited to, attorneys' fees, trial preparation fees, expert fees, court costs, and other expenses reasonably incurred and actually paid.

10.22 Entire Agreement. This Agreement and the Exhibits incorporated herein contain all the agreements between the parties hereto and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof. No oral understandings, oral statements, oral promises or oral inducements exist. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by the parties hereto.

10.23 Guarantees.

10.23.1 The following terms shall have the meanings set forth below:

"**Company Lender**" means any commercial lender that makes a Company Loan.

"**Company Loan**" means any loan or advance of funds by a Company Lender to the Company that is approved by both of the Members in accordance with the terms of this Agreement including, but not limited to, the Acquisition Loan.

"**Guarantee**" means a personal guarantee of some or all of the obligations of the Company under one or more of the loan documents related to a Company Loan that a Company Lender requires to be executed by a Guarantor as a condition to the agreement by the Company Lender to make the Company Loan.

"**Guarantor**" means any Member, and/or any Affiliate of any Member, that executes a Guarantee.

"**Guarantor Payments**" means any actual out-of-pocket costs, loss, damages or expenses that are made or incurred by a Guarantor to either: (a) pay sums due under a Guarantee; or (b) contest in good faith any efforts by or on behalf of a Company Lender to collect sums or assert the liability of the Guarantor under a Guarantee.

10.23.2 In the event that a Guarantee is executed, the Company shall indemnify, defend and hold harmless the Guarantor for any Guarantor Payments made or incurred by the Guarantor in connection with such Guarantee.

10.23.3 This Section 10.23 shall inure to the benefit of and be binding upon the Members and their respective successors and assigns. This Section 10.23 and the terms and provisions hereof are for the sole benefit of only those Persons. Nothing in this Section 10.23 or the Agreement is intended or shall be construed to give any Person, other than the Persons referred to this Section 10.23, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

"ASL"

ALTA REAL ESTATE HOLDINGS, LLC,
a Nevada limited liability company

By: _____
David Lebowitz
Managing Member

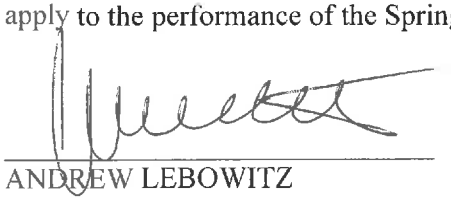
"LFT"

LEBOWITZ FAMILY TRUST-1986

By: _____
Steven D. Lebowitz
Co-Trustee

JOINDER OF SPRINGING MANAGER

The undersigned Springing Manager hereby joins this Agreement for the purposes set forth in Section 5.13 of this Agreement and agrees to be bound by the terms and conditions of this Agreement as they apply to the performance of the Springing Manager's obligations under this Agreement.



ANDREW LEBOWITZ

EXHIBIT "A"
Capital Contributions of Members

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

Member	***Initial Capital Contribution***
ALTA	$_____
LEBOWITZ FAMILY TRUST	$ _____
Total:	**$_____**