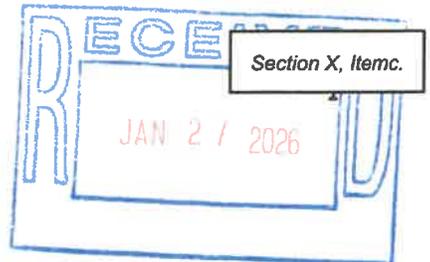


File No C26: 002/004 - 008  
 Exhibit A  
 Date 1-27-26  
 Initials KJ



**CITY OF MACKINAC ISLAND  
 PLANNING COMMISSION & BUILDING DEPARTMENT  
 APPLICATION FOR ZONING ACTION**

www.cityofmi.org    kep@cityofmi.org    906-847-6190    PO Box 455 Mackinac Island, MI 49757

**APPLICANT NAME & CONTACT INFORMATION:**

1485 Astor Property Group LLC  
Jason Klonowski  
248-255-3201  
 Phone Number                      Email Address

Please complete both sides of application.  
 The Fee and five (5) copies of the application, plans and all required documents must be submitted to the Zoning Administrator fourteen (14) days prior to the scheduled Planning Commission Meeting.

**Property Owner & Mailing Address (If Different From Applicant)**

1485 Astor Property Group LLC dba Above Mustang Condos  
Jason Klonowski & Anthony Brodeur, Members of LLC  
7263 Goldenrod Ct. Brighton MI 48116

- |  |                          |
|--|--------------------------|
| Is The Proposed Project Part of a Condominium Association?                 | <u>Yes</u>               |
| Is The Proposed Project Within a Historic Preservation District?           | <u>Yes</u>               |
| Applicant's Interest in the Project (If not the Fee-Simple Owner):         | <u>Owner</u>             |
| Is the Proposed Structure Within Any Area That The FAA Regulates Airspace? | <u>No</u>                |
| Is a Variance Required?  | <u>No</u>                |
| Are REU's Required? How Many?  | <u>N/A</u> / <u>    </u> |

**Type of Action Requested:**

- |   |   |
|---|---|
| <input type="checkbox"/> Standard Zoning Permit         | <input type="checkbox"/> Appeal of Planning Commission Decision |
| <input type="checkbox"/> Special Land Use               | <input type="checkbox"/> Ordinance Amendment/Rezoning           |
| <input type="checkbox"/> Planned Unit Development       | <input type="checkbox"/> Ordinance Interpretation               |
| <input checked="" type="checkbox"/> Other Change of Use |   |

**Property Information:**

- A. Property Number (From Tax Statement): 051-835-002-00/051-835-003-00/051-835-004-00
- B. Legal Description of Property: See Attached
- C. Address of Property: 1485 Astor Street
- D. Zoning District: Commercial
- E. Site Plan Checklist Completed & Attached: See Attached
- F. Site Plan Attached: (Comply With Section 20.04 of the Zoning Ordinance) Documents Attached
- G. Sketch Plan Attached: N/A
- H. Architectural Plan Attached: N/A
- I. Association Documents Attached (Approval of project, etc.): See Attached
- J. FAA Approval Documents Attached: N/A
- K. Photographs of Existing and Adjacent Structures Attached: N/A

**Proposed Construction/Use:**

- A. Proposed Construction:
  - New Building
  - Alteration/Addition to Existing Building
  - Other, Specify None

**B. Use of Existing and Proposed Structures and Land:**

**Existing Use (If Non-conforming, explain nature of use and non-conformity):**

Long Term Rentals

Proposed Use: Hotel Usage

**C. If Vacant:**

Previous Use: N/A

Proposed Use: N/A

STATE OF MICHIGAN )  
COUNTY OF MACKINAC ) ss.

**AFFIDAVIT**

The applicant agrees that the permit applied for, if granted, is issued on the representation made herein and that the permit issued may be revoked without further notice on any breach of representation or conditions.

The applicant further understands that any permit issued on this application will not grant any right of privilege to erect any structure or to use any premises described for any purposes or in any manner prohibited by the Zoning Ordinance, or by other codes or ordinances or regulations of the City of Mackinac Island.

The Applicant further agrees to furnish evidence of the following before a permit will be granted:

- A. Proof of ownership of the property; and/or other evidence establishing legal status to use the land in the manner indicated on the application.
- B. Proof that all required federal, state, county, and city licenses or permits have been either applied for or acquired.
- C. Other information with respect to the proposed structure, use, lot and adjoining property as may be required by the Zoning Administrator in accord with provisions of the Mackinac Island Zoning Ordinance.

The Applicant further agrees to notify the Zoning Administrator when construction reaches the stage of inspection stated on the permit, if granted. Upon completion of construction to the structure(s) or land the Zoning Administrator shall inspect the premises for compliance with the Mackinac Island Zoning Ordinance and the terms of this permit. Upon determination of compliance, an occupancy permit may be issued. It is further understood that pursuant to the City of Mackinac Island Zoning Ordinance, No. 479 and amendments, adopted November 2013, unless a substantial start on the construction is made within one year, unless construction is completed within one and one-half years from the date of issuance of the permit, this permit shall come under review by the Planning Commission and may either be extended or revoked.

The undersigned affirms that he/she or they is (are) the applicant and the Owner \_\_\_\_\_ (specify: owner, Lessee, Architect/Engineer, Contractor or other type of interest) involved in the application and that the answers and statements herein attached are in all respects true and correct to the best of his, her or their knowledge and belief. The applicant hereby further affirms that he/she or they has read the foregoing and understands the same. If the applicant is other than the owner, then a notarized affidavit from the owner, giving the applicant permission to seek the requested zoning action on their behalf, shall also be submitted with this application.

\_\_\_\_\_  
Signature

SIGNATURES \_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Zoning Permit Issued: \_\_\_\_\_

Inspection Record:

	Inspection	Date	Inspector	Comments
1.				
2.				
3.				

Occupancy Permit Issued \_\_\_\_\_

Revised October 2023

**OFFICE USE ONLY**

FILE NUMBER: \_\_\_\_\_ FEE: \_\_\_\_\_  
 DATE: \_\_\_\_\_ CHECK NO: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Revised October 2023

# City of Mackinac Island

7358 Market Street  
P.O. Box 455  
Mackinac Island, MI 49757

## Site Plan Review Checklist Please Submit With The Application for Zoning Action

As a minimum, the following information shall be included on the site plan submitted for review and processing; more complex plans may require additional information as noted.

NOTE: The engineer, architect, planner and/or designer retained to develop the site plan shall be responsible for securing a copy of the City of Mackinac Island Zoning Ordinance (Ord. No. 479, effective November 12, 2013), which can be obtained via the City's website at [www.cityofmi.org](http://www.cityofmi.org).

Site plan review requirements are primarily found within Article 4, General Provisions, and Article 20, Site Plan Review of the City Zoning Ordinance. References are provided whenever possible for the section of the Zoning Ordinance that deals with a particular item. When in doubt, refer to the Zoning Ordinance directly for required information.

For further information, contact Mr. Dennis Dombroski, City Building Official/Zoning Administrator, at (906) 847-4035.

### Optional Preliminary Plan Review Informational Requirements (Section 20.03)

<u>Item</u>	<u>Provided</u>	<u>Not Provided or Applicable</u>
1. Name and address of the applicant or developer, including the names and addresses of any officers of a corporation or partners of a partnership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Legal description of the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sketch drawings showing tentative site plans, property boundaries, placement of structures on the site, and nature of development	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Site Plan Informational  
Requirements (Section 20.04, B and C)**

<u>General Information</u>	<u>Provided</u>	<u>Not Provided or Applicable</u>
1. Name and address of the applicant or developer, including the names and addresses of any officers of a corporation or partners of a partnership. For condominium subdivision project site plans, also include the name and address of the planner, design engineer or surveyor who designed the project layout and any interest he holds in the land.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Name and address of the individual or firm preparing the site plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Scale of not greater than one 1 in = 20 ft for a development of not more than three acres and a scale of not less than 1 in = 100 ft for a development in excess of three acres	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Legend, north arrow, scale, and date of preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Legal description of the subject parcel of land	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Lot lines and general location together with dimensions, angles, and size correlated with the legal description of the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Area of the subject parcel of land	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Present zoning classification of the subject parcel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Written description of the proposed development operations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Written description of the effect, if any, upon adjoining lands and occupants, and any special features which are proposed to relieve any adverse effects to adjoining land and occupants	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. A freight hauling plan shall be shown to demonstrate how the materials, equipment, construction debris, and any trash will be transported to and from the property, what, if any motor vehicles may be needed for the project. (Applicant is responsible for ensuring frost laws do not delay necessary actions of this plan).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- 12. A construction staging plan shall be shown to demonstrate where and how materials, equipment, construction debris, trash, dumpsters and motor vehicles will be stored and secured during construction. This plan shall ensure the site is kept clean, show how construction debris and trash will be controlled, and how safety issues will be secured including any necessary fencing or barriers that will be needed.
- 13. Proposed construction start date and estimated duration of construction.
- 14. Other information pertinent to the proposed development, specifically required by the Zoning Ordinance, and/or as may be determined necessary by the City Planning Commission

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Natural Features**

- 15. Location of natural features such as wood lots, streams, wetlands, unstable soils, bluff lines, rock outcroppings, and similar features (see also Section 4.26)
- 16. Topography of the site with at least two- to five-foot contour intervals
- 17. Proposed alterations to topography or other natural features
- 18. Earth-change plans, if any, as required by state law

<u>Provided</u>	<u>Not Provided or Applicable</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Physical Features**

- 19. Location of existing manmade features on the site and within 100 feet of the site
- 20. Location of existing and proposed principal and accessory buildings, including proposed finished floor and grade line elevations, height of buildings, size of buildings (square footage of floor space), and the relationship of buildings to one another and to any existing structures on the site
- 21. For multiple family residential development, a density schedule showing the number of dwelling units per acre, including a

<u>Provided</u>	<u>Not Provided or Applicable</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

dwelling schedule showing the unit type and number of each such units

- 22. Existing and proposed streets, driveways, sidewalks and other bicycle or pedestrian circulation features
- 23. Location, size and number of on-site parking areas, service lanes, parking and delivery or loading areas (see also Section 4.16)
- 24. Location, use and size of open spaces together with landscaping, screening, fences, and walls (see also Section 4.09 and Section 4.21)
- 25. Description of Existing and proposed on-site lighting (see also Section 4.27)

<input type="checkbox"/>	<input checked="" type="checkbox"/>

Utility Information

- 26. Written description of the potential demand for future community services, together with any special features which will assist in satisfying such demand
- 27. Proposed surface water drainage, sanitary sewage disposal, water supply and solid waste storage and disposal (see also Section 4.13)
- 28. Location of other existing and proposed utility services (i.e., propane tanks, electrical service, transformers) and utility easements (see also Section 4.13)
- 29. Written description and location of stormwater management system to be shown on a grading plan, including pre- and post-site development runoff calculations used for determination of stormwater management, and location and design (slope) of any retention/detention features (see also Section 4.

<u>Provided</u>	<u>Not Provided or Applicable</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

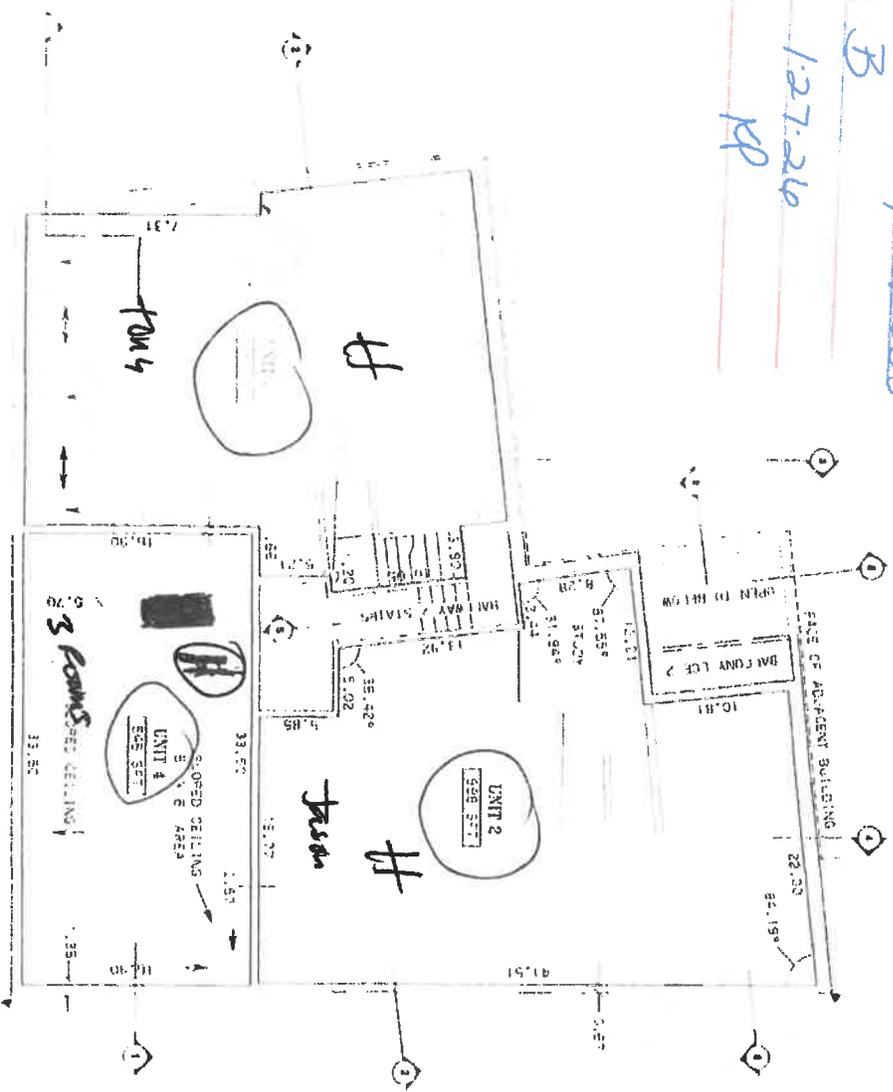
**Site Plan Informational (Demolition)  
Requirements (Section 20.04, D)**

<u>Demolition</u>	<u>Provided</u>	<u>Not Provided or Applicable</u>
1. Site plan of property where demolition is going to take place. This plan shall include structure(s) being demolished, location of utilities, septic tanks, an itemized statement of valuation of demolition and restoration work to be performed, or other such items as may be required by the building official.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Copy of asbestos survey if required by EGLE or other state department.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Results of a pest inspection and, if necessary, a pest management plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Plans for restoring street frontage improvements (curb closure, sidewalk replacement, street patch, or other items as required by the building official). These items will not be required if building permits for redevelopment have been applied for or if redevelopment is planned within six months. In such case, the cash bond will be held until building permits for redevelopment are issued or improvements are complete. Completion shall not be deferred more than six months. Temporary erosion control and public protection shall be maintained during this time.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. A written work schedule for the demolition project. Included in this may be, but are not limited to, street closures, building moving dates, right-of-way work, or other items as required by the building official.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Acknowledgment that if any unknown historic or archeological remains discovered while accomplishing the activity authorized by a permit granted by the City, all work must immediately stop and notification of what was discovered must be made by the applicant to the City as well as any other required offices. The City will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Architectural Review  
Informational Requirements (Section 18.05)**

<u>Item</u>	<u>Provided</u>	<u>Not Provided or Applicable</u>
1. Name and address of the applicant or developer, including the names and addresses of any officers of a corporation or partners of a partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Legal description of the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Drawings, sketches and plans showing the architectural exterior features, heights, appearance, color and texture of the materials of exterior construction and the placement of the structure on the lot, and any additional information determined necessary by the planning commission to determine compliance with the architectural standards (see also Section 18.06)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Photographs of existing site conditions, including site views, existing buildings on the site, streetscape views in all directions, and neighboring buildings within 150 feet of the site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

File No. Case 0031004-008  
Exhibit B  
Date 1-27-26  
Initials RP



SECOND FLOOR PLAN

3-11101

- LEGEND
- UNIT'S OF CONSTRUCTION
  - GENERAL COMMON ELEMENT
  - UNITED COMMON ELEMENT
  - BUILDING APERTURE
  - WATER CLOSET ELEMENT
  - BATHROOM ELEMENT
  - SECTION LINE SEE SHEET

BENCHMARK ENGINEERING, INC.



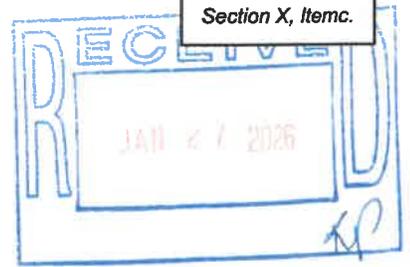






File No. 026-002/004-008  
Exhibit C  
Date 1-27-24  
Initials KP

**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
1485 ASTOR PROPERTY GROUP, LLC  
A Michigan Limited Liability Company**



**THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is effective as of January 1, 2022 (the "Effective Date"), by and between Anthony Brodeur ("Brodeur") and Jason Klonowski ("Klonowski") (individually, "Member;" together, "Members") who agree as follows:**

**ARTICLE I**

**ORGANIZATION**

1.1 **Formation.** 1485 Astor Property Group, LLC (the "Company") was formed pursuant to the Act (defined in Section 2.1 below), by filing Articles of Organization (the "Articles") with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau.

1.2 **Name.** The name of the Company is 1485 Astor Property Group, LLC. The Company may conduct business under one (1) or more assumed names.

1.3 **Purposes.** The purposes of the Company are to acquire, own, improve, hold, maintain and lease that certain real property and related improvements, including, without limitation, certain furniture, fixtures and equipment therein, located in Mackinac City, Mackinac County, Michigan and commonly known as 1485 Astor Street, Mackinac City, Michigan 49757, and to engage in all activities and transactions as may be necessary or desirable in connection with the achievement of the foregoing purposes. The Company may also engage in the foregoing activities as a member of one or more limited liability companies.

1.4 **Duration.** The Company shall continue in existence for the term fixed in the Articles or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.5 **Registered Office and Resident Agent.** The registered office and resident agent of the Company are designated in the Articles. The registered office and/or resident agent may be changed from time to time in accordance with the Act. If the resident agent shall resign, the Company shall promptly appoint a successor.

**ARTICLE II**

**DEFINITIONS**

Unless otherwise defined herein, capitalized words and phrases used in this Agreement shall have the meanings set forth below:

2.1 **"Act"** means the Michigan Limited Liability Company Act, being Act 23 of Public Acts of 1993, as amended from time to time (or any corresponding provisions of succeeding law).

2.2 **"Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account (defined in Section 2.6 below) as of the end of the relevant Fiscal Year (defined in Section 2.14 below), after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c) and any addition thereto pursuant to the next to last sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), after taking into account thereunder any changes during such year in partnership minimum gain, as determined in accordance with Treasury Regulations Section 1.704-2(d), and, in any partner nonrecourse debt minimum gain, as determined under Treasury Regulations Section 1.704-2(i)(3); and

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

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. No Member shall be required to restore a deficit balance in its Capital Account, unless expressly required by the Act or this Agreement.

2.3 **"Affiliate"** means, with respect to a Member, any individual, partnership, corporation, limited liability company, trust or other entity or association, which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Member. The term "control" as used in the preceding sentence, means, with respect to a corporation or member managed limited liability company, the right to exercise, directly or indirectly, fifty (50%) percent or more of the voting rights attributable to the controlled corporation or member run limited liability company, and, with respect to any partnership, trust, manager run limited liability company, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

2.4 **"Agreement"** means this Amended and Restated Operating Agreement effectively dated January 1, 2022, as further amended from time to time. This Amended and Restated Operating Agreement amends, restates and replaces in its entirety the original Operating Agreement of the Company dated July 14, 2017 between the original Members of the Company, Anthony Spata and Loretta Spata, from whom the current Members acquired their Percentage Interests in the Company.

2.5 **"Book Value"** means, with respect to any Company property, the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted (in the case of permitted adjustments, to the extent the Company makes such permitted adjustments) by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g).

2.6 **"Capital Account"** means the Capital Account maintained for each Member in accordance with the following provisions:

(a) There shall be credited to each Member's Capital Account such Member's Capital Contributions (defined in Section 2.7 below), such Member's distributive share of Profits (defined in Section 2.19 below), and the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) There shall be debited to each Member's Capital Account the amount of cash distributed to such Member pursuant to any provision of this Agreement, (provided that any distribution which is already taken into account in determining a Member's Capital Contribution shall not be considered a cash distribution for these purposes), such Member's distributive share of Losses (defined in Section 2.19 below) and 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.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) In determining the amount of any liability for purposes of Sections 2.6(a) and 2.6(b) above, there shall be taken into account Code (defined in Section 2.8 below) Section 752(c) and any other applicable provisions of the Code. The foregoing provisions and the other provisions of the Agreement relating to the maintenance of Capital Accounts are intended to comply with Code Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Code.

2.7 "**Capital Contribution**" means the initial amount of cash or property contributed to the capital of the Company by a Member, increased by any additional cash contributions made to the capital of the Company by such Member.

2.8 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

2.9 "**Company**" means 1485 Astor Property Group, LLC.

2.10 "**Consent of the Members**" means the consent of all Members, unless otherwise provided in this Agreement.

2.11 "**Consent of the Managers**" means the consent of all Manager(s), unless otherwise provided in this Agreement.

2.12 "**Control Person**" means, for any Member that is an entity, the person who either: (i) owns fifty (50%) percent or more of the beneficial ownership of such entity Member and has the right to exercise, directly or indirectly, fifty (50%) percent or more of the voting rights attributable to such entity Member; or (ii) has the power to direct or cause the direction of the management or policies of such entity Member, regardless of whether or not such person holds any beneficial interest in such entity. For purposes of this Agreement, the Control Person of A. Brodeur is Anthony Brodeur, and the Control Person of Klonowski is Jason Klonowski.

2.13 "**Financing**" means any loans or indebtedness that are incurred by the Company to further the purposes of the Company as set forth in Section 1.3 above, including, but not limited to, mortgage financing.

2.14 "**Fiscal Year**" means, as the case may be: (a) the period commencing on the Effective Date and ending on the following December 31; (b) any subsequent twelve (12) month period, commencing on January 1, and ending on December 31; or (c) any portion of the period described in (b) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article V.

2.15 "**Guarantors**" means Anthony Brodeur (the "Brodeur Guarantor") and Jason Klonowski (the "Klonowski Guarantor").

2.16 "**Manager(s)**" means the person or persons designated from time to time by the Members to manage the Company. Brodeur shall be entitled to designate one (1) Manager and Klonowski shall be entitled to designate one Manager. Brodeur and Klonowski may from time to time designate the same person as their Manager, during which time the Company shall have one (1) Manager. The initial Managers shall be Anthony Brodeur, on behalf of Brodeur (the "Brodeur Manager") and Jason Klonowski on behalf of Klonowski (the "Klonowski Manager").

2.17 **"Members"** means those persons who execute this Agreement as Members and whose admission as Members has been approved by the Managers pursuant to the terms of this Agreement.

2.18 **"Net Cash"** means all cash receipts from any source, less cash expenditures by the Company (excluding distributions to Members in their capacity as Members under Article V) and less cash reserves established by the Managers.

2.19 **"Net Profit" or "Net Loss,"** sometimes referred to as **"Profit"** or **"Loss,"** means, for each Fiscal Year of the Company, or other period, the Company's taxable income or loss for such Fiscal Year or other period determined in accordance with Section 703(e) of the Code (for this purpose all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income and loss) adjusted as follows:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing net profits or net loss shall be added to such taxable income or loss;

(b) Gain or loss resulting from any disposition of Company property (with respect to which gain or loss is recognized for Federal income tax purposes) will be computed by reference to the Book Value of the property, notwithstanding that the adjusted tax basis of the property differs from its Book Value;

(c) Any items that are specially allocated pursuant to Section 4.2 hereof, or which are allocated solely for federal income tax purposes pursuant to Section 4.3 hereof, shall be excluded from the determination of Net Profit and Net Loss.

(d) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g); and

(e) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss.

2.20 **"Percentage Interest"** means, with respect to any Member, such Member's percentage ownership of the Company.

2.21 **"Regulations"** means any Income Tax Regulations, including Temporary Regulations promulgated under the Code; as such Regulations may be amended from time to time (or any corresponding provisions of succeeding Regulations).

**ARTICLE III**

**CAPITAL; PERCENTAGE INTERESTS; PARTICIPATION IN PROPERTY**

**3.1 Initial Capital Contributions.** The Members shall make Capital Contributions to the Company, on a pro rata basis, in accordance with their respective Percentage Interests. The Capital Contributions of the Members are set forth in the Company's books and records. The initial Capital Contributions of the Members are as follows:

Member	Initial Capital Contribution
Brodeur	\$100.00
Klonowski	\$100.00

**3.2 Company Capital.** The capital of the Company shall be the aggregate amount of the Capital Contributions made by the Members and the Capital Accounts as they stand in the Company's books.

**3.3 Percentage Interest in Company.** The Members shall have the following Percentage Interests, subject to adjustment or dilution only to the extent expressly required or permitted in this Agreement:

Member	Percentage Interest
Brodeur	50.00%
Klonowski	50.00%

**3.4 Member Loans to the Company.** In addition to, and not in limitation of, the provisions of Sections 3.1 and 3.7, if any Member agrees, with the Consent of the Managers, to loan funds to the Company, such loan, together with interest thereon at the rate established by mutual agreement of the Member making the loan to the Company and the Managers shall be repaid prior to any distributions of Net Cash or other distributions of Company proceeds to the Members. If a Member desires to make a loan to the Company, the other Member shall also be given the opportunity to loan funds to the Company, on the same loan terms, on a pro rata basis, in accordance with the Members' respective Percentage Interests.

**3.5 Financing.** The Company may obtain Financing to further the purposes of the Company. The terms and conditions of any proposed Financing shall require the Consent of the Managers. In addition, if the proposed Financing requires personal guaranties, such Financing shall also be subject to the unanimous approval of the Guarantors.

**3.6 Intentionally Deleted.**

**3.7 Additional Capital Contributions.** In addition to the Capital Contributions required under Section 3.1 and any Financing obtained by the Company, the Managers may determine from time to time that additional capital is required to enable the Company to conduct its business and affairs. If the Company requires additional funds with respect to any of the following: (i) the payment of any amounts that are identified in a budget that has been approved by the Managers; (ii) the payment of the Company's obligations with respect to any Financing; or (iii) the payment of rent, real property taxes, insurance or other expenses with respect to any property owned, leased or controlled by the Company that are necessary to avoid forfeiture, waste, preserve the value of any property owned, leased or controlled by the Company, or comply with any applicable governmental requirements, any one (1) Manager shall be entitled to make an additional call for such funds. Additional capital calls for any other purpose shall require

the Consent of the Managers. In the event a determination is made in accordance with the foregoing provisions that additional capital is required, the Members shall contribute such additional capital on a pro rata basis in accordance with the Members' respective Percentage Interests on or before the date established in the written notice provided to the Members from the Manager or Managers making the call for such additional capital.

### 3.8 Defaults In Capital Contributions.

(a) Events of Default. If a Member fails to make a required Capital Contribution within fifteen (15) days from the date specified in the written capital call notice that is provided to the Member under Section 3.7, such Member shall be in default. As used herein, a Member who is in default pursuant to this Section is hereinafter sometimes referred to as the "Defaulting Member." The Member who is not in default shall be referred to as the "Non-Defaulting Member." The Defaulting Member shall have no right to vote on any matter that requires the vote of the Members and the Manager selected by the Defaulting Member, if applicable, shall have no right to consent to or vote on any matter that requires the determination, approval, consent or vote of the Managers.

(b) Remedies in the Event of Default. In the event a Member defaults in making a required Capital Contribution, the Non-Defaulting Member may elect to exercise any one of the following remedies or any other remedies available at law or in equity against the Defaulting Member:

(i) The Non-Defaulting Member may cause the Company to institute legal proceedings against the Defaulting Member to collect any amounts due and payable to the Company as a result of such default. The Company shall be entitled to reasonable attorney fees and legal expenses incurred in connection with the collection of such amounts, together with interest, at the lesser of: (I) the default rate of interest provided under the Company's Financing, or if the Company has no outstanding Financing, at the rate of twelve (12%) percent per annum; or (II) the highest rate permitted by law, computed from and after the date of default upon the entire amount owing by the Defaulting Member.

(ii) The Non-Defaulting Member may advance to the Company the amount due to the Company from the Defaulting Member. The amount of the advance shall accrue interest at the lesser of: (I) the default rate of interest provided under the Company's Financing, or if the Company has no outstanding Financing, at the rate of twelve percent (12%) per annum; or (II) the highest rate permitted by law. Such advance shall constitute a loan to the Defaulting Member and such loan shall be secured by a lien on the Defaulting Member's Percentage Interest and shall be paid from the Defaulting Member's share of Net Cash or other distributions prior to any such distributions being made to the Defaulting Member.

(iii) The Non-Defaulting Member shall have the option, by giving written notice to the Defaulting Member, to make the additional Contribution that the Defaulting Member is obligated to make, which additional Capital Contribution shall be credited to such Non-Defaulting Member's Capital Account. In such event, the Defaulting Member's Percentage Interest shall be reduced by a percentage which is derived by a fraction, the numerator of which is the amount of the additional Capital Contribution which the Defaulting Member failed to make and the denominator of which is the total Capital Contributions to the Company, including the additional Capital Contributions made by the Non-Defaulting Member in place of the Defaulting Member. The reduction in the Defaulting Member's Percentage Interest shall be allocated to the Non-Defaulting Member

based upon the percentage of additional Capital Contributions made by such Non-Defaulting Member.

3.9 **Withdrawal from Capital Accounts: No Interest.** No Member shall have the right to withdraw such Member's Capital Contribution, or to demand or receive the return of the Member's Capital Contribution, or any part thereof, except to the extent otherwise expressly provided in this Agreement. No Member shall be entitled to receive interest from the Company in regard to any positive balance in its Capital Account, and no Member shall be liable to pay interest to the Company in regard to any negative balance in its Capital Account.

3.10 **No Third-Party Rights.** Nothing contained in this Agreement is intended for the benefit of any creditor or other person (other than a Member, Guarantor or Control Person in the Member's, Guarantor's or Control Person's capacity as such) to whom the Company owes any debts, liabilities, or obligations or who otherwise has any claim against the Company, and no third party shall have any rights by virtue of the provisions of this Agreement.

#### ARTICLE IV

##### **DISTRIBUTION OF CASH AND ALLOCATIONS OF PROFIT AND LOSS**

###### 4.1 **Members' Share of Profits and Losses.**

(a) Except as otherwise provided in Section 4.3, Net Profit and Net Loss for any Fiscal Year shall be allocated among the Members in such a manner that, as of the end of such Fiscal Year, the sum of (i) the Capital Account of each Member, (ii) such Member's share of partnership minimum gain (as determined according to Treasury Regulation Section 1.704-2(g)), and (iii) such Member's partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)) shall be equal to the respective net amounts, positive or negative, which would be distributed to them or for which they would be liable to the Company under the Act, determined as if the Company were to (i) liquidate the assets of the Company for an amount equal to their Book Values and (ii) distribute the proceeds of such liquidation pursuant to Section 8.2.

(b) In accordance with Code Section 704(c) and applicable Regulations, income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value. In addition, in the event the Book Value of any Company asset is required to be adjusted pursuant to the provisions of Code Section 704(b) and applicable Regulations thereunder, subsequent allocations of income, gain, loss and deduction for tax purposes with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value, in the same manner as under Code Section 704(c) and applicable Regulations. Allocations pursuant to this Section 4.1(b) are solely for purposes of federal, state and local taxes, as appropriate, and shall not affect, or in any way be taken into account in computing, any Member's Capital account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

4.2 **Loss Limitation.** The Losses allocated pursuant to Section 4.1 shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any tax year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 4.1, the limitation set forth in this Section 4.2 will be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section

1.704-1(b)(2)(ii)(d). In the event all Members have Adjusted Capital Account Deficits, Losses shall be allocated pursuant to Section 4.1(b) above. No Member shall at any time be required to restore a deficit balance in its Capital Account, unless expressly required by the Act or this Agreement.

#### 4.3 Other Allocation Rules.

(a) For purposes of determining Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and applicable Regulations.

(b) Items of deduction and loss attributable to partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). If there is a net decrease during a Fiscal Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)), items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) shall be allocated to the Members in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(i)(4). This Section 4.3(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted in a manner consistent therewith.

(c) Nonrecourse deductions (as determined according to Treasury Regulation Section 1.704-2(b)(1)) for any Fiscal Year shall be allocated to the Capital Members in proportion to their relative Percentage Interests. If there is a net decrease in partnership minimum gain, as determined in accordance with Treasury Regulations Section 1.704-2(d), during any Fiscal Year, each Member shall be allocated items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(f). This Section 4.3(c) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Fiscal Year, computed after the application of Sections 4.3(b) and 4.3(c) but before the application of any other provision of this Article IV, then items of income and gain for such Fiscal Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 4.3(d) is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

4.4 Distributions of Net Cash. Net Cash received by the Company, less any reserves established by the Managers, shall be distributed first to the Members in accordance with their positive Capital Account balances, and then to the Members on a pro rata basis in accordance with their respective Percentage Interests.

4.5 Other Distributions. The Company shall, consistent with any restrictions that may be imposed by any creditor of the Company or applicable law, and in the priority of distributions set forth in Section 4.4, make distributions to each Member, prior to April 1 of each calendar year, sufficient to make the aggregate amount of distributions each Member has received equal to the Tax Rate (as defined below) multiplied by the excess of cumulative items of Profit allocated to such Member from the Company's inception over cumulative items of Loss allocated to such Member from the Company's inception. For this purpose, "Tax Rate" means the combined maximum marginal rates of federal, foreign, state and local income tax applicable to individual residents in the State of Michigan, provided, however, that if such combined rate changes during the term of this Agreement, then the Tax Rate applicable to

the excess described in the preceding sentence shall be determined by multiplying each year's items of Profit and Loss by the rate in effect for such year, aggregating the amounts so computed, and dividing the aggregate amount by the excess described in the preceding sentence. The Company shall use reasonable efforts to cause such distributions to be made in a manner that permits such Members to use the proceeds of such distributions to make on a timely basis all required estimated payments of income taxes in respect of the taxable income so allocated to them. Distributions made pursuant to this Section 4.5 shall be treated as distributions made pursuant to Section 4.4 and applied against subsequent distributions such Member would otherwise be entitled to receive pursuant to Section 4.4.

## ARTICLE V

### MANAGEMENT

5.1 **Management of the Company.** The Managers shall exclusively manage the Company. The Managers shall have the exclusive right to manage the business of the Company, except only as expressly limited in Section 5.2 below. No Member shall have control over Company business or have the power to bind the Company. The Managers are authorized to execute and deliver, for and on behalf of the Company, all agreements, documents, and instruments and to take any other actions on behalf of the Company, except only as expressly limited by Section 5.2 below or as otherwise provided in this Agreement. All actions on behalf of the Company shall require the Consent of the Managers, except as otherwise expressly provided in this Agreement. However, the Managers may delegate any of their duties, responsibilities and powers in connection with the management of the Company's affairs to one Manager. Brodeur and Klonowski shall each be entitled to select one Manager. Anthony Brodeur is the Manager currently selected by Brodeur, and Jason Klonowski is the Manager currently selected by Klonowski. Brodeur and Klonowski shall each be entitled to replace their designated Manager from time to time by providing written notice to the other Members.

5.2 **Limitation on Powers.** Notwithstanding anything to the contrary contained in this Article V, the Managers shall not take any action with respect to the following matters without the Consent of the Members: (i) the dissolution of the Company pursuant to Section 8.1(d) of this Agreement; (ii) the merger of the Company with one (1) or more other limited liability companies or other entities; or (iii) an amendment to the Articles.

5.3 **Standard of Care; Liability.** Each Manager shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Company. A Manager shall not be liable for any monetary damages to the Company for any breach of such duties which arises out of any act or omission performed or omitted by such Manager in good faith on behalf of the Company except for:

- (a) receipt of a financial benefit to which the Manager, an Affiliate, or any Affiliate of the Manager is not entitled;
- (b) voting for or consenting to a distribution to Members in violation of this Agreement or the Act; or
- (c) a knowing violation of the law or this Agreement.

5.4 **Term; Removal and Replacement of Manager.**

(a) Each Manager shall each serve in his capacity as Manager until, as the case may be, his dissolution, resignation, bankruptcy, or legal incapacity to serve as Manager; or until the Manager is removed for cause in accordance with the provisions of Section 5.4(b) below. In the event of the resignation, dissolution, legal incapacity, death or removal of a Manager, the

Member that selected such Manager shall select a successor Manager who agrees to serve in such capacity, and who is approved by the other Manager, if applicable, which approval shall not be unreasonably withheld.

(b) A Manager may be removed by the Member that selected such Manager. Subject to the foregoing, a Manager may be removed only for cause by the Members holding at least seventy-five (75%) percent in interest of the total Percentage Interests of all Members. For purposes of the foregoing, "cause" means willful misconduct by a Manager or the commission of any act described in Sections 5.3(a), (b), or (c) above. In the event any Member requests that a Manager be removed for cause, such Member shall request a meeting for such purpose, and the Manager shall have reasonable advance notice of the allegations against the Manager and an opportunity to be heard at the meeting. In the event the Manager is also a Member, the Manager shall have the right to vote the Manager's Percentage Interest with respect to such issue.

**5.5 Indemnification of Managers.** The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Manager and the Manager's successors, heirs and permitted assigns, from and against any and all losses, liabilities, obligations, claims, causes of action, demands, costs, and expenses (including reasonable attorneys' fees) incurred by the Manager with respect to any act or omission performed by the Manager within the scope of authority conferred upon him by this Agreement, provided that the Manager acted in good faith and in a manner the Manager believed to be in, or not opposed to, the best interests of the Company and the Members; provided, however, a Manager shall not be indemnified for his willful misconduct or gross negligence or for any acts described in Sections 6.3(a), (b), or (c).

**5.6 Nature of Member's Interest.** Percentage Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed owned by the Company as an entity. No Member, individually, shall have ownership of such property. The Members hereby agree that no Member, nor any successor in interest to any Member, shall have the right while this Agreement remains in effect, to have any Company assets partitioned, or to file a complaint or institute any proceedings at law or in equity to have such assets partitioned. Each Member, on behalf of itself and its successors, successors-in-title, and assigns, hereby waives any such right.

**5.7 Bank Accounts.** The bank account or accounts of the Company shall be maintained in the banking institution or institutions selected by the Managers. All funds of the Company shall be deposited into account(s) of the Company, and any and all checks or other instruments used to draw funds of the Company shall require the signature of the Managers or the Managers' designated representative.

**5.8 Compensation of Managers.** Unless otherwise agreed upon by the Consent of the Managers or provided for in this Agreement, the Managers shall not receive compensation for rendering services to the Company in their capacity as Managers. With the Consent of the Managers, all reasonable expenses incurred by the Managers directly relating to the Company or the operation of the Company's business shall be reimbursed in full by the Company, including office overhead.

**5.9 Activity of the Members.** The Managers shall devote such time and effort as may be reasonably required to conduct the Company's business and perform their responsibilities under this Article VI. The Managers and Members shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any kind, nature, character or description whatsoever, whether independently or with others, directly or indirectly, including, but not limited to, any venture which may be competitive with the business of the Company, and neither the Company nor any other Member shall have any rights by virtue of the Company created by this Agreement in and to such ventures or the income or profits derived therefrom.

**5.10 Rights in the Event of a Deadlock.** In the event there exists a material, bona fide dispute among the Managers with respect to a matter that requires the Consent of the Managers, including without limitation, a dispute with respect to the sale of all or a portion of any property owned or controlled by the Company to a prospective purchaser or a dispute regarding the approval of an additional capital call that has been requested by a Manager to enable the Company to satisfy its obligations or liabilities, and such dispute results in a deadlock that is not resolved by the Managers within thirty (30) days from the date such dispute arose (the "Manager Resolution Period"), then the Managers shall next attempt to resolve the dispute by using the following procedure:

Each Manager shall, within fourteen (14) days from the expiration of the Manager Resolution Period (the "Designation Period"), designate in writing to the other Manager an un-Affiliated individual to represent them in resolving the dispute (each, a "Manager Representative", and collectively, the "Manager Representatives"). In the event one (1) Manager fails to designate their Manager Representative in writing within the Designation Period, then such Manager shall be deemed to have waived the dispute, and the other Manager who did timely designate their Manager Representative shall be allowed to unilaterally resolve the dispute. In the event neither Manager designates their Manager Representative within the Designation Period, then thereafter any Manager shall have the right to elect to cause the Company to be dissolved as provided for in Section 8.1(e). In the event both Managers timely designate their Manager Representative, then the Manager Representatives shall have a period of sixty (60) days from the expiration of the Designation Period to resolve the dispute on behalf of the Managers (the "Dispute Resolution Period"). In the event the Manager Representatives have not resolved the dispute following the expiration of the Dispute Resolution Period, then thereafter any Manager shall have the right to elect to cause the Company to be dissolved as provided for in Section 8.1(e).

## ARTICLE VI

### DISPOSITION OF PERCENTAGE INTERESTS: WITHDRAWAL

#### 6.1 Restrictions on Transfer and Assignment.

(a) A Member shall not sell, assign, transfer, convey, pledge or otherwise encumber all or any portion of its Percentage Interest, without obtaining the consent of the other Member. Any attempted disposition of a Percentage Interest in violation of this Section 6.1(a) shall be void and of no effect.

(b) A Member may, without obtaining the consent of the other Member, assign its Percentage Interest to any of the following assignees ("Permitted Transferee"):

(i) another Member or a Member's Control Person;

(ii) a partnership, limited liability company, trust, corporation or other entity that is: (A) controlled by a Member or a Member's Control Person and; (B) is beneficially owned by a Member or a Member's Control Person, or the spouse, children, children's spouses, grandchildren of a Member or a Member's Control Person, or trusts for the benefit of the foregoing persons; or

(iii) an inter vivos or testamentary trust for the benefit of a Member or a Member's Control Person, or any of the persons identified as Permitted Transferees so long as the Member or the Member's Control Person is the sole trustee during his lifetime.

(c) The permitted assignment of a Percentage Interest to any person or entity does not entitle the assignee to participate in the management and affairs of the Company or to become or exercise any rights of a Member, including the right to vote on any matter requiring a

vote of the Members, unless and until such assignee is admitted as a Member in accordance with Section 6.2 below. Unless an assignee is admitted as a Member in accordance with the provisions of Section 6.2 below, such assignee shall only be entitled to receive, to the extent assigned, the distributions to which the assignor would be entitled.

(d) In the event of a permitted assignment that does not result in the admission of the assignee as a substitute Member, the assignor Member shall be entitled to continue to exercise the rights of a Member under this Agreement, and such assignor Member and its/his assignee shall be jointly and severally liable to the Company for such Member's obligations to the Company under this Agreement and/or under the Act.

(e) The permitted assignment of a Member's Percentage Interest shall not be deemed to amend or modify the Guarantors' guaranty percentages or the Guarantors' rights and obligations under Section 3.6, unless otherwise unanimously agreed in writing by the Guarantors.

**6.2 Admission of Substitute Members.** A permitted assignee of a Percentage Interest shall not be admitted as a substitute Member, unless all of the following conditions are satisfied:

(a) the assignee is a Permitted Transferee, or if not, the assignee must receive the Consent of the Managers;

(b) the assignor and assignee execute and deliver to the Managers a copy of the written assignment that gives the assignee the right to become a substitute Member;

(c) if requested by the Managers, the assignor provides to the Company an opinion of counsel, in form and substance satisfactory to the Managers, that the offering and assignment of the Percentage Interest does not violate any provisions of federal or state securities laws; and

(d) the assignee executes and delivers to the Managers a written agreement to be bound by all of the terms and provisions of this Agreement and to assume all of the obligations of the assignor Member.

An assignee who is admitted as a substitute Member in accordance with the foregoing provisions shall have the rights and powers, and shall be subject to all of the restrictions, obligations and liabilities, of a Member under this Agreement and the Act, including, without limitation, the obligation to make any required additional Capital Contributions that were not made by the assignor. Upon the admission of an assignee as a substitute Member, the assignor shall be released from any additional obligations as a Member under this Agreement from and after the date of substitution, except as provided in Section 6.1(e).

**6.3 Withdrawal.** A Member may not withdraw from the Company except with the written consent of the other Member. Any Member who withdraws in violation of the provisions of this Section 6.3 shall not be entitled to any distributions under this Agreement and shall be liable to the Company and the remaining Member for any damages incurred by the Company or such remaining Member as a result of the withdrawing Member's breach of the provisions of this Section 6.3.

## ARTICLE VII

### MEETINGS OF MEMBERS

**7.1 Voting.** Except as otherwise expressly provided in this Agreement, all Members shall be entitled to vote on any matter submitted to a vote of the Members.

7.2 **Required Vote.** Unless a different vote is required by the Act or this Agreement, any action requiring the vote, determination, or consent of the Members shall require the Consent of the Members.

7.3 **Meetings.** Managers shall hold regular meetings on such dates and with such frequency as determined by the Consent of the Managers. Meetings of Members for any proper purpose or purposes may be called at any time by any Member. The Managers shall deliver or mail written notice stating the date, time, place, and purposes of any meeting to each Member. Such notice shall be given not less than ten (10), and no more than sixty (60), days before the date of the meeting. The Managers shall preside over all meetings of the Members. Members may attend meetings in person, by proxy given to another Member, or via telephonic communication device, in which event, such participation shall constitute presence at the meeting by such Member.

7.4 **Consent.** Any action that has been approved by the Consent of the Managers may be evidenced by a written resolution executed by the Managers. In addition, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by both Members. Every written consent shall bear the date and signature of each Member who signs the consent.

## ARTICLE VIII

### DISSOLUTION AND WINDING UP

8.1 **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- (a) at any time specified in the Articles or this Agreement;
- (b) the final disposition by the Company of all or substantially all of its property and assets, unless the Members agree to continue the Company;
- (c) the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom;
- (d) by the Consent of the Members;
- (e) upon the election of a Manager under Section 5.10;
- (f) any other event that under this Agreement or the Act results in the dissolution of the Company.

8.2 **Distribution on Liquidation.**

(a) Upon the dissolution of the Company, the Managers shall proceed to liquidate the assets of the Company and wind up its affairs. A reasonable time shall be allowed for the orderly liquidation of the Company's assets and the payment of its liabilities so as to enable the Managers to minimize the normal losses attendant upon liquidation. The provisions of Article V relating to the allocation of Profits and Losses of the Company shall be applicable during the period of liquidation. Proceeds of liquidation shall be applied and distributed in the following order of priority:

(i) To the payment of any debts and liabilities of the Company including, without limitation, the repayment of Member loans to the Company as provided for herein;

(ii) To the establishment of any reserves that the Managers deem necessary to provide for any debts or liabilities of the Company. At the expiration of a reasonable period of time as the Managers deem advisable, the balance of such reserve funds remaining after payment of any such debts, liabilities or contingencies, shall be distributed to the Members on a pro rata basis, in accordance with the Members' respective Percentage Interests;

(iii) To the Members in accordance with their positive Capital Account balances after taking into account all adjustments and revaluations for the end of the taxable year of the liquidation; and lastly

(iv) The balance of such proceeds, if any, shall be distributed to the Members, on a pro rata basis, in accordance with their respective Percentage Interests.

(b) If the Company is being dissolved pursuant to Section 8.1(e), and the Managers are unable to liquidate any property owned or controlled by the Company in a manner that is satisfactory to the Managers, such property and the outstanding liabilities of the Company shall be distributed and allocated to the Members on a pro rata basis in accordance with the Members' respective Percentage Interests. In such event, the Managers shall work together in good faith to establish a reasonable and equitable allocation of any real or personal property owned or controlled by the Company and the Company's liabilities for purposes of the foregoing.

**8.3 Death or Incapacity of a Member.** Upon the death, dissolution, bankruptcy, or legal incapacity of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, the heir, legal representative, successor or assign of the deceased, dissolved, bankrupt or incapacitated Member (referred to in this Section 8.3 as the "Retiring Member"), shall be deemed to have become an assignee of such Retiring Member immediately prior to the Retiring Member's death, bankruptcy, dissolution, etc., unless the successor or assignee is a Permitted Transferee under Section 6.1(b) (in which event such Permitted Transferee shall be admitted as a substitute Member) or the remaining Member consents to the admission of such successor or assignee as a substitute Member, which consent shall not be unreasonably withheld. In either event, such successor or assignee shall execute and deliver to the Managers a written agreement to be bound by all of the terms and provisions of this Agreement, and to assume all of the obligations of the Retiring Member under this Agreement.

## ARTICLE IX

### BOOKS, RECORDS AND ACCOUNTING

**9.1 Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act, and such books and records shall be kept at the Company's Registered Office.

**9.2 Accounting.** The Company's books and records shall be kept in accordance with generally accepted accounting principles. The fiscal and taxable year of the Company shall be the calendar year. All Members and their representatives shall have the right to inspect the Company's books and records at the Company's principal office at any time upon reasonable notice.

**9.3 Member's Accounts.** The Company shall maintain a separate Capital Account for each Member in accordance with the applicable provisions of the Code, including all Regulations.

9.4 **Tax Returns: Information.** The Managers shall cause the Company's accountants to prepare all income and other tax returns of the Company and shall cause the same to be filed in a timely manner. The Managers shall furnish to each Member a copy of each such return, including a Schedule K-1, together with any schedules or other information that each Member may require in connection with such Member's own tax affairs.

9.5 **Tax Matters Member.** Any Manager or Control Person of a Member may be selected by the Managers to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law, provided that any actions of such Tax Matters Member shall require the Consent of the Managers.

## ARTICLE X

### REGISTRATION

The Members acknowledge that the Percentage Interests in the Company have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state in reliance upon the exemptions under said laws. The Members hereby covenant, represent and warrant that they are acquiring their Percentage Interests in the Company solely for investment purposes, and not with a view to the distribution or resale thereof. Each Member hereby indemnifies and holds harmless the Company and every other Member from and against all costs, expenses and damages, including reasonable attorney fees, incurred by the Company or any other Member as a result of a breach hereof by such Member.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 **Terms.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons or firm or corporation may in the context require.

11.2 **Counterparts; Signatures.** This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same Agreement. Facsimile signatures and electronic copies of signatures shall have the same force and effect as original signatures.

11.3 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and contains all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

11.4 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.5 **Amendment.** This Agreement may be amended or revoked at any time by the unanimous written consent of the Members. Notwithstanding the foregoing, the Managers shall have the right to amend Section 3.3, as necessary, to reflect any transfers or changes in a Member's Percentage Interest, in accordance with this Agreement. The Managers shall promptly provide each Member with a copy of any such amendment.

11.6 **Notices.** Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in this Agreement and will be deemed to have been given,

when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

11.7 **Binding Effect.** This Agreement will be binding upon and shall inure to the benefit of the parties and their respective distributives, heirs, successors, and permitted assigns.

11.8 **Certificates.** The Members shall promptly execute and file all legally required assumed name applications and other applications, registrations, publications, certificates, and affidavits required to be filed with governmental authorities.

11.9 **Members' Relationships Among Themselves.** Nothing in this Agreement shall be interpreted or construed to constitute any Member the agent of any other Member, except as expressly provided in this Agreement, or to restrict the Members from carrying on their own respective businesses or activities.

11.10 **Choice of Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan.

11.11 **Headings.** The titles of the Articles and Sections have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

This Agreement has been executed by the following parties and is effective as of the date provided at the beginning of this Agreement

**MEMBERS:**

By: <sup>Authentisign</sup> Anthony Brodeur  
Anthony Brodeur

By: <sup>Authentisign</sup> Jason Klonowski  
Jason Klonowski

**Brodeur Control Person, Guarantor and Manager:**

By: <sup>Authentisign</sup> Anthony Brodeur  
Anthony Brodeur

**Klonowski Control Person, Guarantor and Manager:**

By: <sup>Authentisign</sup> Jason Klonowski  
Jason Klonowski



Form Revision Date 07/2016

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

THE MUSTANG CONDOMINIUM RESIDENTS ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The Mustang Condominium Residents Association is an entity created to manage and maintain the common elements of Mustang Condominium. It receives dues and assessment monies from its members but all such monies are paid out solely for the management and maintenance of Mustang Condominium. There are therefore no profits and no profits are paid out to any member of the Association.

ARTICLE III

The Corporation is formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"): none

The description and value of its personal property assets are (if none, insert "none"): none

The corporation is to be financed under the following general plan:

Assessment of entities

The Corporation is formed on a Membership basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JASON KLONOWSKI
2. Street Address: 7263 GOLDENROD CT
Apt/Suite/Other:
City: BRIGHTON
State: MI Zip Code: 48116

3. Registered Office Mailing Address:
P.O. Box or Street Address: 7263 GOLDENROD CT
Apt/Suite/Other:
City: BRIGHTON
State: MI Zip Code: 48116

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
DENNIS O. CAWTHORNE	1351 FOXCROFT ROAD, EAST LANSING, MI 48823 USA

Signed this 2nd Day of August, 2023 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Dennis O. Cawthorne	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline     Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

THE MUSTANG CONDOMINIUM RESIDENTS ASSOCIATION

***ID Number:*** 803077449

***received by electronic transmission on*** August 02, 2023 ***, is hereby endorsed.***

***Filed on*** August 02, 2023 ***, by the Administrator.***

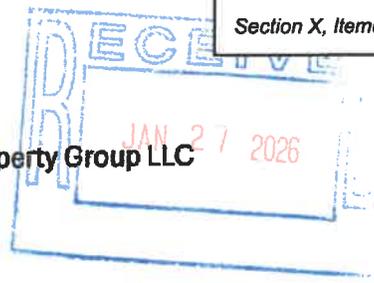
***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of August, 2023.***

*Linda Clegg*

***Linda Clegg, Director***  
***Corporations, Securities & Commercial Licensing Bureau***



**Additional Information for Change of Use Application for 1485 Astor Property Group LLC dba Above Mustang Condos dated Jan 27, 2026.**

**The Mustang Condominium Residents Association consists of the owners of the 4 condominium units located at 1485 Astor Street Mackinac Island. All 4 units are owned by 1485 Astor Property Group LLC (Jason Klonowski and Anthony Brodeur are 50/50 members of this LLC). We approve this change of use request to Hotel Use.**

**The Exhibit B drawings attached to this application show units we are requesting to change from long term to Hotel Use (named as Unit 1, 2, and 4 on exhibit b).**

**In addition, please see attached document showing the 3 different property information sheets/legal descriptions on file with the Mackinac Island Treasurer.**

**Prop # 051-835-002-00 is Unit 2 on Tax Bill, and is correctly marked on Exhibit B Drawings**

**Prop # 051-835-003-00 is Unit 3 on Tax Bill, but is unit 1 on the Exhibit B Drawings**

**Prop #051-835-004-00 is Unit 4 on Tax Bill and is correctly marked on Exhibit B Drawings**

File No C26-002/004-008  
Exhibit E  
Date 1-27-26  
Initials KP

**PROPERTY INFORMATION**

Property Assessed To:  
ASTOR PROPERTY GROUP LLC  
7263 GOLDENROD CT  
BRIGHTON, MI 48116-6277

Prop #: 051-835-002-00 School: 49110  
Prop Addr: 1485 ASTOR STREET UNIT 2

**Legal Description:**

MUSTANG CONDO UNIT # 2 LAND DESC AS ASSESSOR'S PLAT NO. 3 COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO KNOWN AS THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 TH CONT S 53 DEG 39'44"E 3.69 FT ALG ASTOR ST TO THE N'LY MOST COR OF LOT 113 AND THE POB TH CONT S 58 DEG 39'44"E 5.56 FT ALG ST TH S 56 DEG 04'59"E 35.07 FT ALG ST TH S 55 DEG 50'24"E 23.43 FT ALG ASTOR ST TH S 26 DEG 42'25"W 34.73 FT TH N 62 DEG 29'41"W 30.89 FT TH S 28 DEG 29'12"W 19.29 FT TH N 62 DEG 27'25"W 32.76 FT TH N 27 DEG 29'12"E 61.48 FT TO THE POB. ALSO, COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO BEING THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 AND THE POB TH CONT S 53 DEG 39'44"E 3.69 FT TO THE N'LY COR OF LOT 113 TH S 27 DEG 29'12"W 61.48 FT TH N 72 DEG 38'27"W 5.67 FT TH N 29 DEG 14'55"E 63.06 FT TO THE POB WITH EASEMENT REC IN 680618. PART OF LOT 113.

\*BALANCE OF DESCRIPTION ON FILE\*

**OPERATING FISCAL YEARS**

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: January 1 - December 31  
Twp/VII/City: April 1 - March 31  
School: July 1 - June 30  
State: October 1 - September 30  
Does NOT affect when the tax is due or its amount.

**PROPERTY INFORMATION**

Section X, Itemc.

Property Assessed To:  
ASTOR PROPERTY GROUP LLC  
7263 GOLDENROD CT  
BRIGHTON, MI 48116-6277

Prop #: 051-835-003-00 School: 49110  
Prop Addr: 1485 ASTOR STREET UNIT 3

*(UNIT 1 on Exhibit b)*

**Legal Description:**

MUSTANG CONDO UNIT # 3 LAND DESC AS ASSESSOR'S PLAT NO. 3 COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO KNOWN AS THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 TH CONT S 53 DEG 39'44"E 3.69 FT ALG ASTOR ST TO THE N'LY MOST COR OF LOT 113 AND THE POB TH CONT S 53 DEG 39'44"E 5.56 FT ALG ST TH S 56 DEG 04'59"E 35.07 FT ALG ST TH S 55 DEG 50'24"E 23.43 FT ALG ASTOR ST TH S 26 DEG 42'25"W 34.73 FT TH N 62 DEG 29'41"W 30.89 FT TH S 28 DEG 29'12"W 19.29 FT TH N 62 DEG 27'25"W 32.76 FT TH N 27 DEG 29'12"E 61.48 FT TO THE POB. ALSO, COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO BEING THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 AND THE POB TH CONT S 53 DEG 39'44"E 3.69 FT TO THE N'LY COR OF LOT 113 TH S 27 DEG 29'12"W 61.48 FT TH N 72 DEG 38'27"W 5.67 FT TH N 29 DEG 14'55"E 63.06 FT TO THE POB WITH EASEMENT REC IN 680618. PART OF LOT 113.

\*BALANCE OF DESCRIPTION ON FILE\*

**OPERATING FISCAL YEARS**

The taxes on bill will be used for governmental operations for the following fiscal year(s):

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Twp/VII/City: April 1 - March 31  
School: July 1 - June 30  
State: October 1 - September 30  
Does NOT affect when the tax is due or its amount.

**PROPERTY INFORMATION**

Property Assessed To:  
ASTOR PROPERTY GROUP LLC  
7263 GOLDENROD CT  
BRIGHTON, MI 48116-6277

Prop #: 051-835-004-00 School: 49110  
Prop Addr: 1485 ASTOR STREET UNIT 4

**Legal Description:**

MUSTANG CONDO UNIT # 4 LAND DESC AS ASSESSOR'S PLAT NO. 3 COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO KNOWN AS THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 TH CONT S 53 DEG 39'44"E 3.69 FT ALG ASTOR ST TO THE N'LY MOST COR OF LOT 113 AND THE POB TH CONT S 53 DEG 39'44"E 5.56 FT ALG ST TH S 56 DEG 04'59"E 35.07 FT ALG ST TH S 55 DEG 50'24"E 23.43 FT ALG ASTOR ST TH S 26 DEG 42'25"W 34.73 FT TH N 62 DEG 29'41"W 30.89 FT TH S 28 DEG 29'12"W 19.29 FT TH N 62 DEG 27'25"W 32.76 FT TH N 27 DEG 29'12"E 61.48 FT TO THE POB. ALSO COMM AT THE S'LY INT OF MARKET ST AND ASTOR ST ALSO BEING THE N'LY MOST COR OF LOT 114 TH S 55 DEG 48'28"E 71.70 FT ALG ASTOR ST TO THE E'LY COR OF LOT 114 AND THE POB TH CONT S 53 DEG 39'44"E 3.69 FT TO THE N'LY COR OF LOT 113 TH S 27 DEG 29'12"W 61.48 FT TH N 72 DEG 38'27"W 5.67 FT TH N 29 DEG 14'55"E 63.06 FT TO THE POB WITH EASEMENT REC IN 680618. PART OF LOT 113.

\*BALANCE OF DESCRIPTION ON FILE\*

**OPERATING FISCAL YEARS**

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Twp/VII/City: April 1 - March 31  
School: July 1 - June 30  
State: October 1 - September 30  
Does NOT affect when the tax is due or its amount.

*File No C26-002/005-008*  
*Exhibit D*  
*1-27-26*  
*KD*

