

OPERATING AGREEMENT

DARE DEVIL RACING LLC

A Member-Managed Florida Limited Liability Company

A. Preliminary Provisions

1. Effective Date

This Operating Agreement of Dare Devil Racing LLC, effective September 8, 2010 is adopted by the members whose signatures appear at the end of this agreement.

2. Formation

This Limited Liability Company (LLC) was formed by filing the Articles of Organization with the state of Florida and the legal existence of this LLC commenced on the date of such filing.

3. Name

The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes.

4. Registered Office and Registered Agent

The registered office of this LLC is:
6439 Georgia Avenue
Bradenton, FL 34207

The registered agent for this LLC is :
Christina Wrieden LLC
250 S. Ocean BLVD # 254
Delray Beach, FL 33483

The registered and/or office may change from time to time as the members may see fit, by filing a change of registered agent or office statement with the state's LLC filing office.

5. Business Purpose

The specific business purposes and activities of this LLC consist of the following:

Power Boat Racing

6. Duration of LLC

The duration of this LLC shall last until November 30, 2011, after the end of 2011 racing season and shall be terminated when a proposal to dissolve the LLC is adopted by the membership of this LLC or in accordance with law. Alternatively, the LLC may perpetuate for a longer period if unanimously approved by its members and recorded and amended Operating Agreement filed.

B. Membership Provisions

1. Non-Liability of Members

No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

2. Reimbursement for Organizational Costs

Members shall be reimbursed by the LLC for Organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Service.

3. Management

The LLC shall be managed exclusively by all of its members.

4. Members' Capital Contribution and Title to Interest

Scott F. Rutherford shall contribute and retain rights and title to ownership of the race boat and all boating/racing equipment as an initial investment and Gino Passchier shall contribute a capital outlay in the amount of \$ 8,000.00. All further team expenses shall be divided equally between the two members upon written agreement between both parties only. All capital contributions are considered invested or payable on the execution date of this agreement.

5. Membership Voting

Both members have equal 50/50 voting rights to the LLC and 50/50 team ownership rights.

6. Compensation

Members shall not be paid a compensatory fee however any LLC profits, prize money, winnings or non-member-driver fees paid will be split equally 50/50 between the two members by unanimous agreement and after expenses to the LLC are paid.

7. Member's Meetings

Members of the LLC shall call a meeting at any time with unanimous consent or by any member in writing to the other member given a 10 (ten) calendar day notice. The meeting may be held via any technology agreed by both members and minutes of the meetings kept in accordance and filed in the LLC's records book after the meeting.

8. Admission of New Members

Shall be granted by unanimous vote of all the members.

C. Tax and Financial Provisions

1. Tax Classification of LLC

The members of this LLC intend that this LLC be initially classified as a Partnership for federal tax purposes and both members taxed of equal amounts of any prize money, winnings or profits.

2. Tax Year and Accounting Method

The tax year of this LLC shall end on the last day of the month of December. The LLC may choose its method of accounting in accordance to unanimous vote.

3. Bank Accounts

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC and shall establish checking, savings, investment and other such accounts as are reasonable and necessary for its business and day to day operations. The funds of the LLC however and wherever deposited or invested shall not be commingled with the personal funds of any members of the LLC. Any amount withdrawn for expenses of the LLC must be signed by both members when the amount is over \$500.00. All expenses must be agreed upon by both members unanimously in writing and to to be filed with accounting records.

D. General Provisions

1. Records

The LLC shall keep at its principal place of business address a copy of all proceedings of membership meetings, books of account of the LLC's financial transactions, a list of the names and addresses of the current members of the LLC, copies of the LLC's Articles of Organization, a signed copy of this agreement and the LLC's tax returns shall be maintained at this address.

2. Mediation and Arbitration of Disputes among Members

In any dispute over the provisions of this Operating Agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained, the dispute maybe submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all parties to the dispute and shall state the nature of the dispute to be resolved by arbitration and if all the parties agree to arbitration, arbitration shall be commenced as soon as practical after all parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, cost and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered upon such decision in accordance with applicable law in any court having jurisdiction.

5. Entire Agreement

This Operating Agreement represents the entire agreement among the members of this LLC and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC. This agreement replaces and supersedes all prior written and oral agreements among all members of this LLC.

6. Severability

If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provision shall remain in effect and enforceable.

E. Signatures of Members

1. Execution of Agreement

In witness whereof the members of this LLC sign and adopt this agreement as the Operating Agreement of this LLC.

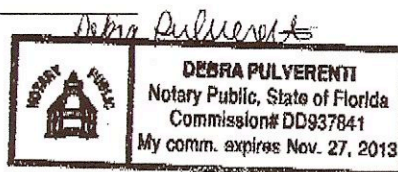
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8 day of September, 2010,

BY Scott F. Rutherford

SCOTT F. RUTHERFORD, MEMBER

(NOTARY SEAL)



Personally Known ☐ Produced Identification ☒ Type of Identification Produced Florida Drivers License

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of September, 2010,

BY Gino Passchier

GINO PASSCHIER, MEMBER

(NOTARY SEAL)



Personally Known ☐ Produced Identification ☒ Type of Identification Produced Valid Belgium Passport