

*Dec. 5, 2019
Plaintiffs' requests for preliminary injunction under prayers C, d and e (Connors, RAJ)
Att: [Signature] Clerk*

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COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss. 2019 DEC -5 PM 2: 09

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 19 1552

CLERK OF THE COURTS
NORFOLK COUNTY

LEO MANNING)
AND FRANK NOGUEIRA)
Individually and on behalf of)
TAC LIFE SYSTEMS LLC)
 Plaintiffs,)
 v.)
JOSHUA DELISLE AND PETER)
GIANNOPOULOS)
 Defendants.)

VERIFIED COMPLAINT

PARTIES

1. The Plaintiff, Leo Manning (hereinafter "Manning"), is an individual residing at 72 Houston Avenue, Milton, Norfolk County, Massachusetts.
2. The Plaintiff, Frank Nogueira (hereinafter "Nogueira") is an individual residing at 87 Three Rivers Dr., Kingston, Plymouth County, Massachusetts.
3. The Defendant, Joshua Delisle (hereinafter "Delisle") is an individual residing at 600 Main Street, Hanover, Plymouth County, Massachusetts.
4. The Defendant, Peter Giannopoulos (hereinafter "Giannopoulos") is an individual residing at 44 Heritage Drive, Walpole, Norfolk County, Massachusetts.
5. Tac Life Systems LLC (hereinafter "TAC") is a Massachusetts limited liability company with a principal place of business of 44 Heritage Drive, Walpole, Norfolk County,

Massachusetts. Manning and Nogueira have standing to bring claims on behalf of Tac Life Systems, LLC based on a vote of the majority of Members qualified to vote in accordance with terms of G.L. c. 156C, § 56.

FACTS COMMON TO ALL COUNTS

6. In September, 2015 Manning, Nogueira, Delisle and Giannopoulos (hereinafter collectively referred to as the “Parties”) created TAC for the purpose of research, design, development, sales and distribution of tactical life saving products by filing a Certificate of Organization with the Secretary of State for the Commonwealth of Massachusetts. See Certificate of Organization attached hereto and incorporated herein as Exhibit 1. The Certificate of Organization for TAC lists all Parties as Managers.

7. The Parties are all Boston police officers.

8. Manning, Nogueira, Delisle and Giannopoulos have always each retained a twenty-five percent (25%) membership interest in TAC.

9. The Parties together executed an Operating Agreement for TAC Life Systems LLC (hereinafter “Agreement”). See Operating Agreement attached hereto and incorporated herein as Exhibit 2.

10. The Agreement states that Defendant Giannopoulos is the Managing Member of TAC and Manning, Nogueira, Delisle are all Members of TAC.

11. The Agreement also states that each Member “has the power to do all things necessary or convenient to carry out the business and affairs of the Company,” including but not limited to the borrowing of money; execution of employment contracts and setting of compensation.

12. Section 3.2 of the Agreement states that in order to amend the Agreement or to amend the Articles of Organization to change the management of TAC requires the written consent of the majority in interest of the Members.

13. Section 5.1 of the Agreement states that each Manager and Member shall share the profits and losses of TAC in proportion to their percentage interest in TAC.

14. Section 5.2 of the Agreement states that all distributions of cash or other property shall be made to the TAC Members in proportion to their percentage interests in TAC on the date of the distribution. Per this section, all distributions shall be made at such time as is determined by the Member(s) of the Company.

15. Section 6.1 of the Agreement states “No Manager or Member shall have any right to sell, transfer, or assign an interest in the Company without the written consent and approval of all of the Manager and Members.”

16. Finally, the Agreement states that the Agreement combined with the Articles of Organization is the complete and exclusive agreement among the Members of TAC.

17. Since its inception, TAC’s main scope of business has been to design, develop, construct and sell a Narcan carrying case for first responders to use to carry Narcan on their person known as Narcase.

18. Narcan is a life saving drug to administer to people suspected of overdosing on illegal drugs and most first responders now carry Narcan on their person.

19. TAC’s Narcase is a hard protective case for first responders to carry the life saving drug on their person.

20. TAC began selling the Narcase in 2016 and continues to sell it today on websites such as Amazon and through a company website www.narcase.com.

21. On January 23, 2018, Manning, Nogueira, Delisle and Giannopoulos were granted a United States Design Patent for the Narcase.

22. In our about September through December, 2016, Giannopoulos approached Manning, Nogueira, Delisle concerning his desire to create new Narcan/Naloxone related products to facilitate the carrying of Narcan by first responders and requested permission to do so independently of TAC.

23. Giannopoulos represented to Manning, Nogueira, Delisle that he intended to create these new Narcan/Naloxone related products by forming a separate entity and would assume all related operating expenses. Giannopoulos represented that everything with Narcase will remain unchanged and the members of TAC, TAC and Narcase would not feel any burden or costs associated with any new products Giannopoulos developed. Giannopoulos promised to continue his efforts to sell Narcase no differently then he currently was and that no new products would take any precedence of time away from Narcase. In fact, Giannopoulos stated his efforts would boost Narcase sales.

24. Based on Giannopoulos' representations, Nogueira gave permission to Giannopoulos to establish a new entity to pursue new products.

25. Manning never gave permission to Giannopoulos.

26. At some time after 2016, TAC developed and manufactured a different shaped Narcan carrying case, which they named Narcase Version 2 (hereinafter "Narcase V2").

27. However, Giannopoulos and Delisle never formed a separate entity to develop, produce and sell Narcase V2. In fact, Giannopoulos and Delisle developed, produced, sold and managed Narcase V2 through TAC.

28. Giannopoulos' representations to Manning and Nogueira in or about September through December 2016 concerning his development of new Narcan/Naloxone related products proved to be completely false.

29. The creation and sale of Narcase V2 affected negatively the sales of the original Narcase and competed against the original Narcase.

30. Ultimately, the actions of Giannopoulos and Delisle and Narcase V2 are leading to the demise of the original Narcase.

31. Commencing in 2018, Giannopoulos and Delisle unilaterally in violation of Section 6.1 of the Agreement reduced Manning and Nogueira's membership interest in TAC from 25% to 3% without a vote of Members.

32. In fact, the 2017 K-1 tax forms stated the TAC membership interest for Manning and Nogueira as 25%, and then, the 2018 K-1 tax forms stated the TAC membership interest for Manning and Nogueira as 3%.

33. Commencing in 2018, Giannopoulos and Delisle began taking improper distributions from TAC in violation of Section 5.2 of the Agreement.

34. In Winter 2019, Manning and Nogueira raised their concerns with Giannopoulos and Delisle and a buyout was preliminarily discussed, but Manning and Nogueira requested access to all books and records of TAC to further discussions of a buyout.

35. These discussions continued through the Spring and Summer 2019.

36. However, Giannopoulos and Delisle refuse to make all books and records of TAC available to Manning and Nogueira's despite repeated requests.

37. In essence, Giannopoulos and Delisle are freezing out Manning and Nogueira from TAC.

38. Due to these unilateral actions of Giannopoulos and Delisle, the breakdown in communications between the Parties, and the current state of TAC, it is no longer reasonably practicable for TAC to carry on its business in conformity with the Operating Agreement.

Count I
(Breach of Fiduciary Duty)
Manning and Nogueira on Behalf of Tac Life Systems LLC
Against Giannopoulos

39. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-38 of the Complaint and incorporate them herein by reference.

40. Plaintiffs Manning and Nogueira are and were at all times relevant Members of TAC.

41. Plaintiffs Manning and Nogueira bring this cause of action to enforce the rights of TAC against Defendant Giannopoulos.

42. On or about October 23, 2019, Plaintiffs made a formal demand upon Defendant Giannopoulos through Counsel to enforce TAC's rights and compliance with the terms of the Agreement, but Defendant Giannopoulos has failed and refused to do so.

43. Plaintiff will fairly and adequately represent the interests of TAC and its Members.

44. Manning, Nogueira, Delisle and Giannopoulos stand in a fiduciary relationship to each other and TAC.

45. Giannopoulos has breached his fiduciary duty to TAC by developing, creating, and marketing separate Narcan products that have negatively affected the sales of the original Narcase.

46. Giannopoulos has breached his fiduciary duty to TAC by secretly usurping or diverting to himself a business opportunity belonging to TAC without proper disclosure and permission.

47. Giannopoulos has breached his fiduciary duty to TAC by paying himself unauthorized and improper distributions from TAC without invoking the procedures in Section 5.2 of the Agreement.

48. Giannopoulos has breached his fiduciary duty to TAC by unilaterally reducing the membership interests of Manning and Nogueira in TAC from 25% to 3% in violation of Section 6.1 of the Agreement.

49. As a result of Giannopoulos' actions TAC has been caused to suffer damages.

Count II
(Breach of Fiduciary Duty)
Manning and Nogueira on Behalf of Tac Life Systems LLC
Against Delisle

50. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-49 of the Complaint and incorporate them herein by reference.

51. Plaintiffs Manning and Nogueira are and were at all times relevant Members of TAC.

52. Plaintiffs Manning and Nogueira bring this cause of action to enforce the rights of TAC against Defendant Delisle.

53. On or about October 23, 2019, Plaintiffs made a formal demand upon Defendant Giannopoulos through Counsel to enforce TAC's rights and compliance with the terms of the Agreement, but Defendant Delisle has failed and refused to do so.

54. Plaintiff will fairly and adequately represent the interests of TAC and its Members.

55. Manning, Nogueira, Delisle and Giannopoulos stand in a fiduciary relationship to each other and TAC.

56. Delisle has breached his fiduciary duty to TAC by developing, creating, and marketing separate Narcan products that have negatively affected the sales of the original Narcase.

57. Delisle has breached his fiduciary duty to TAC by secretly usurping or diverting to himself a business opportunity belonging to TAC without proper disclosure and permission.

58. Delisle has breached his fiduciary duty TAC by paying himself unauthorized and improper distributions from TAC without invoking the procedures in Section 5.2 of the Agreement.

59. Delisle has breached his fiduciary duty to TAC by unilaterally reducing the membership interests of Manning and Nogueira in TAC from 25% to 3% in violation of Section 6.1 of the Agreement.

60. As a result of Delisle's actions TAC has been caused to suffer damages.

Count III
(Conversion)
Manning and Nogueira, Individually Against Giannopoulos

61. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-60 of the Complaint and incorporate them herein by reference.

62. In or about January, 2018, Giannopoulos wrongfully and intentionally converted the membership interests of Manning and Nogueira in TAC from 25% to 3% each and increased his membership interest and Delisle's membership interest.

63. Giannopoulos had no right to possession of the membership interests of Manning and Nogueira.

64. Manning and Nogueira have been damaged and continue to be damaged by Giannopoulos' conversion of the membership interests of Manning and Nogueira.

Count IV
(Conversion)
Manning and Nogueira, Individually Against Delisle

65. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-64 of the Complaint and incorporate them herein by reference.

66. In or about January, 2018, Delisle wrongfully and intentionally converted the membership interests of Manning and Nogueira in TAC from 25% to 3% each and increased his membership interest and Giannopoulos's membership interest.

67. Delisle had no right to possession of Manning and Nogueira membership interest.

68. Manning and Nogueira have been damaged and continue to be damaged by Delisle's conversion of Manning and Nogueira membership interest.

Count V
(Accounting)
Manning and Nogueira, Individually Against Giannopoulos and Delisle

69. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-68 of the Complaint and incorporate them herein by reference.

70. Pursuant to G.L. c.156C, §§ 9(b) and 10, Manning and Nogueira are entitled to immediate access to all of TAC's books and records.

71. Defendants continue to fail to provide Manning and Nogueira immediate access to all of TAC's books and records.

72. Manning and Nogueira are being irreparably harmed by Defendants refusal to provide access to TAC's books and records.

73. Wherefore, Manning and Nogueira pray this Court order the Defendants to provide Plaintiffs immediate access to TAC's books and records.

Count VI
(Dissolve the LLC)

74. The Plaintiffs repeat and re-allege the allegations set forth in paragraphs 1-73 of the Complaint and incorporate them herein by reference.

75. For the reasons stated above, pursuant to G.L. c. 156C, § 44, it is no longer reasonably practicable to carry on TAC's business in conformity with the Agreement, as a result of which this Court should decree the dissolution of TAC and the orderly winding up of its affairs.

WHEREFORE, Plaintiffs Leo Manning and Frank Nogueira, individually and on behalf of Tac Life Systems LLC respectfully request that this Court:

- a. Enter Judgment in favor of Tac Life Systems LLC against the Defendants on Counts I and II as it will be determined at trial.
- b. Enter Judgment in favor of Leo Manning and Frank Nogueira, individually against the Defendants on Counts III and IV as it will be determined at trial.
- c. Enter a preliminary injunction ordering Joshua Delisle and Peter Giannopoulos their agents, servants, attorneys, or others acting on their behalf in active concert or participation with them, and those acting at their direction or command, who have received actual notice of the order by personal service or otherwise immediately to be enjoined from making any distributions to any party except in accordance with terms of the Operating Agreement and with Leo Manning, Frank Nogueira Joshua Delisle and Peter Giannopoulos as having a 25% membership interest in TAC.

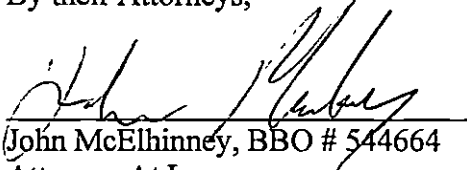
d. Enter a preliminary injunction on Count V of the Verified Complaint ordering Joshua Delisle and Peter Giannopoulos their agents, servants, attorneys, or others acting on their behalf in active concert or participation with them, and those acting at their direction or command, who have received actual notice of the order by personal service or otherwise immediately make any and all books and records of Tac Life Systems LLC available to Leo Manning and Frank Nogueira their agents, servants, attorneys, or others acting on their behalf.

e. Enter a preliminary injunction on Count VI of the Verified Complaint decreeing the dissolution of Tac Life Systems LLC and providing for the orderly liquidation of its assets and winding up of its affairs, and;

f. Such other relief this Court deems just and proper.

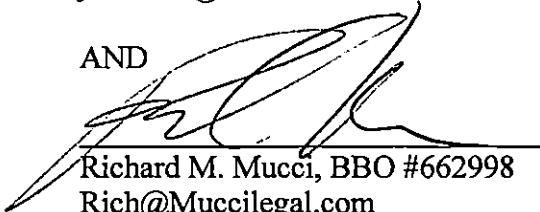
PLAINTIFFS REQUEST A TRIAL BY JURY ON CLAIMS SO TRIABLE

Respectfully submitted,
Plaintiffs Leo Manning and Frank Nogueira
By their Attorneys,



John McElhinney, BBO # 544664
Attorney At Law
63 Shore Road, Suite 23
Winchester, MA 01890
781-729-7299
jmcclhin@aol.com

AND



Richard M. Mucci, BBO #662998
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Law Offices of Richard Mucci
63 Shore Road, Suite 23
Winchester, MA 01890
(781) 729-3999

Dated: December 5, 2019

AND



Richard M. Mucci
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Rich@Muccilegal.com
Law Offices of Richard Mucci
63 Shore Road, Suite 23
Winchester, MA 01890
(781) 729-3999

Dated: November 24, 2019

Verification

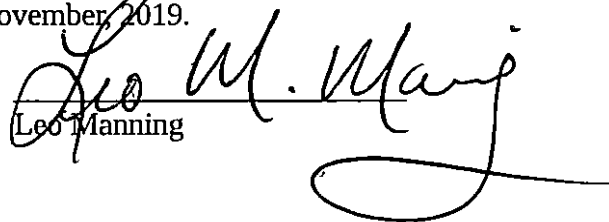
I, Frank Nogueira hereby state that I have read the foregoing facts set forth in this Complaint and that said facts are true and accurate to the best of my knowledge, information or belief; and so far as upon on information and belief I believe this information also to be true. Signed under the pains and penalties of perjury this 24 day of November, 2019.



Frank Nogueira

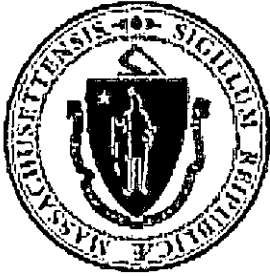
Verification

I, Leo Manning hereby state that I have read the foregoing facts set forth in this Complaint and that said facts are true and accurate to the best of my knowledge, information or belief; and so far as upon on information and belief I believe this information also to be true. Signed under the pains and penalties of perjury this 24 day of November, 2019.



Leo Manning

EXHIBIT ONE



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001189378

1. The exact name of the limited liability company is: TAC LIFE SYSTEMS LLC

2a. Location of its principal office:

No. and Street: 44 HERITAGE DR
 City or Town: WALPOLE State: MA Zip: 02081 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 44 HERITAGE DR
 City or Town: WALPOLE State: MA Zip: 02081 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TACTICAL LIFE SAVING PRODUCT RESEARCH, DESIGN, DEVELOPMENT, SALES AND DISTRIBUTION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PETER GIANNOPOULOS
 No. and Street: 44 HEIRTAGEDR
 City or Town: WALPOLE State: MA Zip: 02081 Country: USA

I, PETER GIANNOPOULOS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PETER GIANNOPOULOS	44 HERITAGE DR WALPOLE, MA 02081 USA
MANAGER	FRANK NOGUEIRA	7 MARGARET ST #1 BOSTON, MA 02113 USA
MANAGER	JOSHUA DELISLE	46 ROCKVALE CR JAMAICA PLAIN, MA 02130 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	PETER GIANNOPOULOS	44 HERITAGE DR WALPOLE, MA 02081 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PETER GIANNOPOULOS	44 HERITAGE DR WALPOLE, MA 02081 USA
REAL PROPERTY	FRANK NOGUEIRA	7 MARGARET ST #1 BOSTON, MA 02113 USA
REAL PROPERTY	LEO MANNING	12 ARBROTH ST DORCHESTER, MA 02110 USA
REAL PROPERTY	JOSHUA DELISLE	46 ROCKVALE CR JAMAICA PLAIN, MA 02130 USA

9. Additional matters:

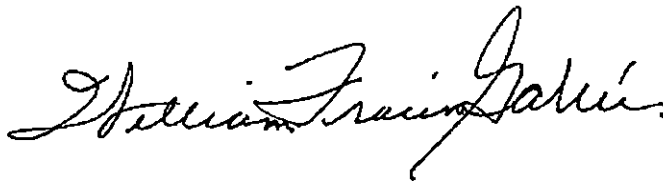
**SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of September, 2015,
PETER GIANNOPOULOS**

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 14, 2015 03:59 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT TWO

**OPERATING AGREEMENT
FOR
TAC LIFE SYSTEMS LLC**

THIS OPERATING AGREEMENT is made and entered into as of September 14, 2015 by and between Tac Life Systems LLC, a Massachusetts Limited Liability Company (the "Company") and Peter Giannopoulos as manager, Frank Nogueira, Joshua Delisle, and Leo Manning the persons executing this Operating Agreement as the members of the company, hereby state as follows:

WITNESSETH:

1. Whereas, the Managers and Members desire to enter into this Operating Agreement ("Operating Agreement" or "Agreement") for the purpose of governing the Company, to and for the purpose described herein;

2. Whereas, the Managers and Members had operated the business heretofore as a Limited Liability Company and intend through this Operating Agreement to transfer selected assets of such predecessors to the Company; and,

3. Whereas the Managers and Members intend to operate the business and to provide for the operation of the Company;

NOW, THEREFORE, in consideration of the mutual premises below, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I - FORMATION

Section 1.1. Organization

The parties hereto hereby organize this limited liability company pursuant to the provisions of the Massachusetts Limited Liability Company Act (hereinafter referred to as the "Act").

Section 1.2. Intent

It is the intent of the parties to this Operating Agreement that the Company shall always be operated in a manner consistent with its treatment as a Limited Liability Company or, if appropriate, a “partnership” for federal and state income tax purposes.

Section 1.3. Agreement

The parties executing this agreement hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. To the extent that any provision of the Operating Agreement is prohibited, invalid, or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 1.4. Name of Company

The name of the Company is Tac Life Systems LLC, and all business of the Company shall be conducted under that name.

Section 1.5. Effective Date of Agreement

The Operating Agreement of this Company shall become effective upon the filing of the Articles of Organization and its acceptance by the Secretary of State for the State of Massachusetts.

Section 1.6. Term of Company Existence

The Company shall be dissolved and its affairs wound up in accordance with the Act and this Operating Agreement thirty (30) years following the effective date specified above, unless the term of the Company existence shall be extended by amendment to this Operating Agreement and the Articles of Organization, or unless the Company is dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

Section 1.7. Principal Executive Office of Company

The principal executive office of the Company shall be at 44 Heritage Drive, Walpole, MA 02081.

Section 1.8. Registered Agent and Registered Office of Company

The registered agent for service of process and the registered office of the Company shall be as follows: Peter Giannopoulos of 44 Heritage Drive, Walpole, MA 02081.

Section 1.9. Company Business

The object and purpose of the Company and the general nature of the business its proposes to transact shall include all transactions of any or all lawful business for which limited liability companies may be formed under the laws of the State of Massachusetts.

ARTICLE II - MANAGEMENT OF COMPANY

Section 2.1. Management Vested in Manager(s)

The Company shall be managed by its Manager(s). A sole member shall serve as the Manager of the Company.

Section 2.2 Appointment of Substitute Manager

The Sole Member shall have the right to appoint a substitute "Manager" to operate the Company and to conduct its business in the event of illness, disability, or death. This "Manager" shall have the rights, powers, and obligations granted or created herein to the Members, except as the sole Member shall otherwise restrict or limit in the document appointing the "Manager".

Section 2.3. Binding Authority of Managers(s)

The parties hereto hereby agree that only the Managers(s) designated in Article I shall have the authority to bind the Company. Each Member shall have the power to do all things necessary or convenient to carry out the business and affairs of the Company, including, but not limited to the following actions:

- (i) the entering into contracts and guarantees; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;
- (ii) the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with property, wherever located;
- (iii) the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;

(iv) the lending of money, investment and reinvestment of Company funds, and receipt and holding of property as security for repayment, including the loaning of money to Company Members, employees, and agents;

(v) the appointment of employees and agents of the Company and the establishment of their compensation;

(vi) the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

(vii) the participation in partnership agreements, joint ventures, or other associations of any kind with any person(s) or entities;

(viii) the indemnification of Members or any other person.

ARTICLE III - RIGHTS AND DUTIES OF COMPANY MANAGERS

Section 3.1. Limitation of Liability

Each Managers liability for debts and obligations of the Company shall be limited as set forth in the Massachusetts Limited Liability Company Act and other applicable law.

Section 3.2. Member's Management Rights

Company Members who have not become disassociated with the Company shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding the foregoing, the following actions require written consent of the majority in interest of the Company Members:

- (i) The sale of all or substantially all assets of the Company;
- (ii) A mortgage or encumbrance upon all or substantially all assets of the Company;
- (iii) Disposal of the goodwill of the Company;
- (iv) Submission of a claim of the Company to arbitration; (v)
- (v) Confession of a judgment;
- (vi) Commission of any act which would make it impossible for the Company to carry on its ordinary course of business;
- (vii) Amendment of this Operating Agreement;
- (viii) Amendment of the Articles of Organization to change the management of the Company from Members to Managers; and,
- (ix) The continuation of the Company after an event causing dissolution

ARTICLE IV - CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS

Section 4.1. Capital Accounts

If additional Members shall become a part of the Company, a separate capital account shall be established and maintained for each Member in accordance with the applicable provisions of the Federal Treasury Regulations:

(i) Each Member's capital account shall be increased by: (1) such Member's capital contributions, (2) such Member's distributive share of profits allocated to such Member in accordance with the provisions of this Agreement, (3) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to), and 4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code.

(ii) Each Member's capital account shall be debited by: (1) the amount of cash distributed to such Member in accordance with this Agreement, (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to), (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code, and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(iii) In the event the gross asset values of the Company assets are adjusted pursuant to this Agreement or any amendments thereto, the capital accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment and the resulting gain or loss allocated among the Members in accordance with this Agreement.

Section 4.3. Compliance with Section 704(b) of the Code

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of capital accounts are intended to comply with Section 704(b) of the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith. If, in the opinion of the Company's accountants, the manner in which capital accounts are to be maintained pursuant to this Operating Agreement should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Article IV, the method in which the capital accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between or among the Members.

ARTICLE V - ALLOCATIONS AND DISTRIBUTIONS

Section 5.1. Profits and Losses

Subject to any provision of this Agreement to the contrary, each Manager and Member shall share the profits and losses of the Company in proportion to their percentage interest in the Company.

Section 5.2. Distributions

Except as provided otherwise in this Agreement, all distributions of cash or other property shall be made to the Company Member(s) in proportion to their percentage interests in the Company on the date of the distribution. All distributions shall be made at such time as is determined by the Member(s) of the Company. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member(s) from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 5.2.

Section 5.3. Limitation Upon Distributions

No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Member(s) on account of their contributions.

Section 5.4. Accounting Method

The books and records of account of the Company shall be maintained in accordance with the cash method of accounting.

Section 5.5. Accounting Period

The Company's accounting period shall be the calendar year.

ARTICLE VI - TRANSFERABILITY OF MANAGERS INTERESTS

Section 6.1. Restrictions on Transferability of Interests

No Manager or Member shall have any right to sell, transfer, or assign an interest in the Company without the written consent and approval of all of the Manager and Members. The purchaser, transferee, or assignee of an interest in the Company shall not become a Manager of the Company except as provided for in Section 6.2 of this Article VI.

Section 6.2. Additional Members

After the formation of the Company, any person acceptable to the majority in interest of the Member(s) may become a Member of the Company for such consideration as the

Manager(s) by their majority in interest shall determine. Any additional Manager must acknowledge in writing all of the terms and provisions of this Operating Agreement or of any other operating agreement of the Company and must agree to be bound thereby.

ARTICLE VII- DISSOLUTION, TERMINATION AND WINDING UP OF THE COMPANY

Section 7.1. Events Causing Dissolution

(i)The Company shall be dissolved upon, but not before, the first to occur of the following: (1) the death, bankruptcy (as hereinafter defined), adjudication of incompetency or insanity, or withdrawal of any member, (2) the assignment by a Member of all such Member's company interest and the admission of the transferee as a substitute Member, or (3) or any other event that terminates the continued membership of a Member in the Company under the Act, unless there are at least two remaining Members, or the sole Member, and within 90 days of the occurrence of any such event all of the remaining Members consent to the continuation of the Company.

Section 7.2 Continued Existence for Purposes of Winding Up

The Company shall continue to exist after the happening of any of the events set forth in Section 7.1 of this Article solely for the purpose of winding up its affairs in accordance with the Act.

Section 7.3. Procedure Upon Liquidation

Upon the dissolution of the Company, the Member(s) shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 7.4 of this Article VII.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the capital accounts of the Members that have been maintained in accordance with this Operating Agreement shall be adjusted to reflect the manner in which the gain or loss would have been allocated if the property had been sold at its assigned values. Upon completion of the liquidation of the Company and distribution of the proceeds, the Members shall file articles of dissolution with the Secretary of State's Office in and for the State of Massachusetts.

Section 7.4. Proceeds of Liquidation

The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority.

(i) to the payment of debts and liabilities of the Company which are properly due and owing;

(ii) to the settling up of reserves to disburse in payment of contingent liabilities or obligations of the Company; and,

(iii) to the Members in proportion to and to the extent of the balances of their Capital Accounts.

All distributions pursuant to clause (iii) shall be made no later than the end of the Company's fiscal year during which the liquidation of the Company occurs or within ninety (90) days after the date of the liquidation.

ARTICLE VIII- ADDITIONAL PROVISIONS

Section 8.1. Complete Agreement

This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement among the Members with respect to the subject matter hereof.

This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in this Operating Agreement of the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

Section 8.2. Governing Law

This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Massachusetts.

Section 8.3. Terms

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.

Section 8.4. Headings

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

Section 8.5. Severability

Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

Section 8.6. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member(s) and approved and executed by all Members of the Company.

Section 8.7. Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

Section 8.8. Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.

Section 8.9. Waiver

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 8.10. Rights and Remedies Cumulative

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the sole Member has hereunto executed this Agreement as of the day and year first above written.

By: _____

Peter Giannopoulos, Manager

By: _____

Frank Nogueira, Member

By: _____

Joshua Delisle, Member

By: _____

Leo Manning, Member