

IMPORTANT INFORMATION ABOUT ZONE SCHEDULES

This zone schedule is being made available pursuant to 15 CFR 400.44(e), which states: “The Board shall make copies of zone schedules available on its Web site.”

Availability of this zone schedule on the FTZ Board’s website does not imply that the FTZ Board has approved any rate/charge, policy or other content of this zone schedule. In particular, while the FTZ Board staff intends to conduct spot checks over time, zone schedules are not reviewed for compliance with the public utility requirement (19 U.S.C. 81n, 15 CFR 400.42) prior to making the zone schedules available via the Board’s website.

Pursuant to 15 CFR 400.44(b)(4), a grantee may not assess any specific rate or charge for which the amount – or formula for calculating the amount – does not appear in the zone schedule that the grantee has submitted to the FTZ Board.

Complaints about a grantee’s compliance with statutory and regulatory requirements related to public utility and uniform treatment – including rate or charge amounts/formulas, a grantee assessing a rate or charge amount/formula that does not appear in its zone schedule, and a grantee not affording uniform treatment under like conditions – may be presented to the FTZ Board under 15 CFR 400.45 (which also allows for complaints to be made on a confidential basis, if necessary).

Questions or concerns may be addressed to the FTZ Board staff at (202) 482-2862 or ftz@trade.gov.

Zone Schedule

Foreign-Trade Zone 268

Brattleboro, Vermont

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Brattleboro Foreign Trade Zone, LLC

11/1/2014

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Section 1

OPERATING AGREEMENT OF THE BRATTLEBORO FOREIGN TRADE ZONE, LLC

Rules and Policies of FTZ 268

THE BRATTLEBORO FOREIGN TRADE ZONE, LLC (the "LLC"), a limited liability company formed and existing under the laws of the State of Vermont, with its principal business mailing address c/o Famolare, Inc., 8 University way, Suite #1, Brattleboro, VT 05301.

BACKGROUND

1. On February 14, 2003, the Initial Member filed with the Secretary of State of the State of Vermont the Articles of Organization of the LLC (the "Articles") and was granted a Certificate of Formation (the "Certificate"). Copies of these documents are attached as Exhibit A.
2. On the date the Secretary accepted the Articles for filing the LLC was formed as a limited liability company under the Limited Liability Company Act (the "LLC Act") of Vermont, 11 V.S.A. 3001, et. Seq.
3. This Agreement confirms the agreement between the parties as to the internal affairs of the LLC and the conduct of its business.
4. The name(s), address(es), number of Membership Units, capital contribution and date of contribution for the Initial Member(s) and all additional Members shall be stated on Exhibit B.

TERMS AND CONDITIONS

Intending to be legally bound, the parties agree as follows:

ARTICLE 1 PRELIMINARY MATTERS: EFFECTIVE DATE OF AGREEMENT,
FORMATION OF LLC, INITIAL MEMEBERS ADMINISTRATION

- 1.1 Effective date of Agreement: enforceability. The effective date of this Agreement (the "Effective Date") shall be the date the Secretary of State accepted the Articles of Organization and issued Certificates.
- 1.2 LLC's name, purpose and related matters. The LLC's name, purpose, registered agent, registered office, duration and form of management shall be as set forth in the Certificate.
- 1.3 Effect of LLC Act. Except as otherwise provided in this Agreement, the business and internal affairs of the LLC shall be governed by the LLC Act as in effect on the Effective Date.

ARTICLE 2 CAPITAL CONTRIBUTIONS AND LOANS

- 2.1 Contributions of cash and non-cash property. Promptly after the parties have signed and dated this Agreement, the Member(s) shall transfer to the LLC as the sole and entire consideration for the Members' membership in the LLC the amount of cash and the items of property identified in the attached Exhibit B (the "Contribution") in exchange for the membership units identified in Exhibit B. If new Members join this LLC as provided in Article 5, Exhibit B shall be amended.
- 2.2 No duty to make additional contributions. Except for the Contribution, a Member shall have no duty to make additional contributions to the LLC.
- 2.3 Loans by Member to LLC. A Member may make loans to the LLC which shall be set forth in the attached Exhibit C, or as Exhibit C may be amended in the future.
- 2.4 Member guarantee of LLC obligations. A Member shall only guarantee the obligations of the LLC as provided in the attached Exhibit D under the terms set forth in the at exhibit, or as Exhibit D may be amended in the future.

ARTICLE 3 ALLOCATIONS AND DISTRIBUTIONS OF LLC ASSETS

- 3.1 Distribution of LLC Assets. The distribution of cash or other assets of the LLC and the amount and timing of such distribution shall be within the sole discretion of the Managers, based upon a Member's membership unit.

ARTICLE 4 LLC MANAGEMENT

- 4.1 Management by the Board of Managers. Except for situations in which approval of the Members is specifically required by this Agreement or by non-waivable provisions of the LLC Act: (i) the powers of the Company shall be exercised by or under the authority of, and the business affairs of the Company shall be managed under the direction of, the Board of Managers; and (ii) the Board of Managers may

make all decisions and take all actions for the Company not otherwise provided for in this Agreement. The Members' sole management authority with respect to the Company shall be to elect the members of the Board of Managers as provided for herein and to vote on those matters that explicitly require Member approval as provided for herein or by non-waivable provisions of the LLC Act or are submitted to the Members for approval by the Board of Managers.

4.2 Actions by the Board of Managers. In managing the business and affairs of the Company and exercising its powers granted hereunder, the Board of Managers may act through meetings or written consent of a majority of Managers. Any person dealing with the Company, other than a Member, may rely on the authority of a Manager or any duly appointed officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether the action actually is taken in accordance with the provisions of this Agreement. Each Member, by execution of this Agreement, agrees to, consents to, and acknowledges the delegation of powers and authority to the Board of Managers granted hereunder, and to the actions and decisions of the Board of Managers within the scope of their authority as provided herein.

4.3 Appointment, Number and Term of Office. The Board of Managers shall consist of up to three (3) Managers, each elected by the Members for an indefinite term. Each of the following groups of Members shall be entitled to appoint persons to the Board of Managers as described below:

Joseph P. Famolare Jr. **(Joseph P. Famolare passed away July 11, 2013 prior to his death he appointed his daughter, Hilary Famolare to take his place as Manager)** shall appoint up to two (2) Managers; and Additional Members admitted to the LLC shall appoint one (1) Manager unless and until this operating Agreement is further amended;

The following persons are hereby designated by the Members to serve as the initial members of the Board of Managers of the Company as of the date hereof, and until the Manager otherwise resigns, dies becomes incapacitated, or is otherwise removed from the Board of Managers:

Joseph P. Famolare, Jr., Manager **(appointed by Joseph P. Famolare died on July 11, 2013. Prior to his death he appointed his daughter, Hilary Famolare to take his place as Manager.)**

4.4 Management rights of Substitute Manager upon Manager's absence. The Substitute Manager as provided for in the attached Exhibit E, or as Exhibit E may be amended in the future (the "Substitute Manager"), shall be entitled to exercise all of the rights authority and powers of a Manager under the LLC Act and under this Agreement:

- a. If and to the extent that a Manager expressly so provides in writing;

- b. If a Manager dies;
- c. During any period when a Manager is incapable of acting as a Manager because of the Manager's absence or because of any physical or mental disability of the Manager and the Members have not elected a new Manager.
- d. If the Manager ceases to be a Member of the LLC.

4.5 Actions by the Members. Regular meetings of the Members may be held at such places, and at such times, as the Members may from time to time determine. No notice of any such meetings shall be required once the regular meeting date has been determined. Special meetings of the Members may be held at any time or place called by Members holding at least one-third (1/3) of the issued Membership Units or by resolution of the Board of Managers. Notice by letter, telegram, teletype, or telephone of such special meeting of the Members shall be given by the Company not less than (10) days before the special meeting, unless notice is explicitly waived in writing. Member may participate in a meeting by means of a conference by telephone or similar communications equipment. Any action taken by the Members shall require the affirmative vote of the holders of a majority (51%) of Membership Units. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if consent in writing, setting forth the action to be taken, is signed by the Members holding at least a majority (51%) of the Membership Units.

4.6 Officers. Subject to the right and authority of the Board of Managers, the day-to-day operations of the Company may be run, at the discretion of the Board of Managers, by officers who may be elected by the Board of Managers. Each officer shall serve at the pleasure of the Board of Managers, and any two or more offices may be held by the same person.

**ARTICLE 5 TRANSFERS AND PLEDGES OF LLC MEMBERSHIPS AND INTERESTS:
AND ADMISSION OF NEW MEMBERS.**

5.1 Admission of new Members: No person or entity shall be admitted as a Member of the LLC after its formation except with the consent of persons or entities holding a majority (51%) of the LLC Membership Units.

5.2 Transfers of membership rights - in general. A Member shall not have the right to transfer (whether by sale, gift or otherwise) all or any part of the Member's membership rights or units, including economic and non-economic rights, to any person or entity unless the Member obtains the written consent of all other Members holding a majority (51%) of the LLC Membership Units.

5.3 Transfer of Member's membership interest upon Member's death or disassociation. If a Member is disassociated from the LLC by reason of the Member's death, resignation, or for any other reason, the disassociated Member's interest shall be transferred as provided in said Member's will or trust(s) (or if not

so provided by the applicable laws of descent and distribution) or as the Member has requested if said transfer is agreed to by other Members holding a majority (51%) of the LLC Membership Units and the Manager. If not so agreed, the LLC shall pay the Member (or the Member's appointee or estate) (i) any distribution to which the Member is entitled under this Agreement; and (ii) a reasonable amount for the Member's LLC interest (based upon the Member's right to share in the distribution from the LLC) upon reasonable payment terms; PROVIDED, that the LLC shall have no duty to pay the Member any amount for the Member's LLC interest if the Member is lawfully expelled from the LLC.

5.4 Pledges. No Member shall pledge any portion of the Member's membership rights or LLC interest without the written consent of non-pledging Members holding a majority (51%) of the LLC Membership Units.

ARTICLE 6 CESSATION OF MEMBER'S MEMBERSHIP

6.1 Events of Disassociation. A Member shall cease to be a Member of the LLC only upon occurrence of one or more of the following events:

- a. The Member resigns;
- b. The Member dies;
- c. The Member is expelled.

6.2 Expulsion. Members holding a majority of the LLC interests may expel any Member for good cause. Good cause shall include, without limitation:

- a. Any substantial breach of this Agreement if, upon receiving notice of the breach, the Member fails to cure the breach (if curable) within a reasonable time; and
- b. Any action by the Member that risks substantial harm to the business or reputation of the LLC.

ARTICLE 7 DISSOLUTION

7.1 Dissolution of LLC. The LLC shall be dissolved only upon the occurrence of one or more of the following events:

- a. Members holding a majority of LLC units vote to dissolve it;
- b. There is a judicial decree of dissolution under any applicable section of the LLC Act.

7.2 Distributions upon Dissolution or Liquidation of LLC. Upon completion of the LLC's winding up and dissolution, and on or before the date of termination of the LLC's legal existence, the LLC shall distribute its assets as follows:

- a. First, the LLC shall pay (or make adequate provisions to pay) its creditors;
- b. Second, the LLC shall distribute its assets to Members in satisfaction of liabilities to Members as set forth in this Agreement;

- c. Third, the LLC shall distribute its assets to Members for the return of their contributions; and
- d. Fourth, the LLC shall distribute its assets to Members in accordance with their right to share in distributions of its assets as provided in Article 3.

ARTICLE 10 Termination

Term and Termination. The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of:

- a. The date on which the LLC ceases to exist under this Agreement or under other applicable law; or
- b. The date on which Members holding a majority of LLC Membership units agree to terminate the LLC.

Section 2

RATES/CHARGES ASSESSED

- A. The zone served one business firm during fiscal year 2009. Of these one used the zone on a continuous basis, employing up to 113 people, 110 of whom were full-time employees.
- B. No authority has lapsed for subzones

The zone handled zero different items, compared with one item from one country during this time.

Merchandise in the zone at beginning and end of fiscal year 2009:

Domestic status	beginning value: \$1.4million	end value: \$1.4million
Foreign status	\$0	\$0

There was no movement of merchandise received.

Physical facility activated:

Delta Industries (site #18) Omega Optical
133 acres 30,000sq ft bldg. 11,000 sq ft footprint

License Fee for Delta Industries: \$1,500.00.