

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
SMTM GLOBAL LLC**

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This Amended and Restated Limited Liability Company Operating Agreement (this “Agreement”) of SMTM Global LLC, a Wyoming limited liability company (the “Company”), is dated as of October 1, 2023, and is entered into by the Members (as defined below) as stated in Schedule A attached hereto and made a part hereof.

RECITALS:

WHEREAS, the Company has heretofore been formed as a limited liability company under the Wyoming Act (as defined below) pursuant to Articles of Organization filed with the Secretary of State of the State of Wyoming on April 27th, 2020;

WHEREAS, the initial Operating Agreement of the Company was executed as of April 27th, 2020, and the Management Board and Members desire to enter into and execute this Agreement to set forth their agreement related to the operations of the Company;

WHEREAS, as of the date hereof, each Member hereby consents and agrees that it owns the number of Units and percentage of Membership Interests set forth opposite such Member’s name on Schedule A hereto and that all of their equity has converted into such Units and Percentage of Membership Interests pursuant to any and all investment documents or other type of documents that such Member may possess between them and the Company.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Initial Members hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

1.1 Definitions: For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.1.1 “Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For the purposes of this definition, the term “controls,” “is controlled by” or “under common control with” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise. No Member shall be deemed to be an “Affiliate” of the Company solely by reason of being a Member of the Company.
- 1.1.2 “Agreement” has the meaning set forth in the preamble.
- 1.1.3 “BBA” means the Bipartisan Budget Act of 2015 as amended by the Protecting American from Tax Hikes Act of 2015, Pub. L. No.114-113, div. Q (the “PATH Act”), Section

411, whose operational provisions are contained in Internal Revenue Code Sections 6221 through 6241. The Company shall be bound by any final decision in a proceeding brought under the BBA with respect to the Company.

- 1.1.4 “Beneficial Owner” of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose, or to direct the disposition of, such security. The terms “Beneficially Own” and “Beneficial Ownership” shall have correlative meanings.
- 1.1.5 “Capital Contribution” means, with respect to each Member, the amount of cash or the Fair Value of any property contributed or deemed to be contributed by such Member, if any, to the capital of the Company from time to time pursuant to Section 3.1.
- 1.1.6 [Intentionally Omitted.]
- 1.1.7 “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.1.8 “Commission” means the United States Securities and Exchange Commission.
- 1.1.9 “Company Minimum Gain” means “partnership minimum gain” as such term is defined in Regulation sections 1.704 2(b)(2) and 1.704 2(d).
- 1.1.10 “Company” has the meaning set forth in the preamble.
- 1.1.11 “Designated Jurisdiction” has the meaning set forth in Section 9.13.
- 1.1.12 “Dispute” has the meaning set forth in Section 9.13.
- 1.1.13 “Dissolution Event” has the meaning set forth in Section 7.1.
- 1.1.14 “Estimated Tax Distribution” has the meaning set forth in Section 3.5(d).
- 1.1.15 “Fair Value” means, with respect to securities or any other assets, other than cash, the fair market value as determined by the Management Board.
- 1.1.16 “Fiscal Year” means each fiscal year of the Company (or portion thereof), which shall end on December 31; provided, however, that, upon Termination of the Company, “Fiscal Year” means the period from the January 1 immediately preceding such Termination to the date of such Termination.
- 1.1.17 “Independent Third Party” means, with respect to any Member, any Person who is not an Affiliate of such Member.
- 1.1.18 “Liabilities” has the meaning set forth in Section 5.2(b).
- 1.1.19 “Liquidating Trustee” has the meaning set forth in Section 7.2(a).
- 1.1.20 “Member Nonrecourse Debt Minimum Gain” means an amount with respect to each Member Nonrecourse Debt equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a nonrecourse liability (as defined in Regulation section 1.752 1(a)(2)) determined in accordance with Regulation section 1.704 2(i)(3).
- 1.1.21 “Member Nonrecourse Debt” means “partner nonrecourse debt” as such term is defined in Regulation section 1.704-2(b)(4).

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- 1.1.22 “Member” or “Members” means the Members and any other Person later admitted to the Company as a Member, and provided that, if at any time there is only one Member of the Company, any reference herein to the “Members” shall be deemed a reference to the sole Member.
- 1.1.23 “Membership Interest” shall mean the relative economic ownership interest of a Member in the Company at any particular time, expressed as a percentage equal to the number of Units owned by a Member divided by the total Units then issued and outstanding.
- 1.1.24 “Net Income” is the excess of revenues from Company operations and items of gain on disposition of Company assets in excess of expenses of Company operations and losses on disposition of Company assets and shall be determined under the cash basis of accounting except as otherwise set forth herein.
- 1.1.25 “Net Loss” is the excess of expenses of Company operations and losses on disposition of Company assets in excess of revenues of Company operations and items of gain on disposition of Company assets and shall be determined under the cash basis of accounting except as otherwise set forth herein.
- 1.1.26 “Officers” has the meaning set forth in Section 2.3.
- 1.1.27 “Person” means an individual, a corporation, a company, a voluntary association, a partnership, a joint venture, a limited liability company, a trust, an estate, an unincorporated organization, a governmental authority or other entity.
- 1.1.28 “Protected Person” means: (i) the Management Board and its Affiliates; (ii) any Members; (iii) any Officer; or (iv) any Person who serves at the request of the Management Board on behalf of the Company as an officer, director, partner, member, stockholder or employee of any other Person.
- 1.1.29 “Record Date” means the date established by the Company for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Members or entitled to exercise rights in respect of any lawful action of Members or (b) the identity of Record Holders entitled to receive any report or Distribution or to participate in any offer.
- 1.1.30 “Record Holder” or “holder” means the Person in whose name such Units are registered on the books of the Company or the Transfer Agent, as applicable, as of the opening of business on a particular Business Day.
- 1.1.31 “Reviewed Year” has the meaning ascribed to said phrase under BBA Section 6225(d)(1).
- 1.1.32 “Services” has the meaning set forth in Section 2.1(b)(c).
- 1.1.33 “Substitute Member” means a Person who is admitted as a Member of the Company pursuant to Article IV as a of a Transfer of Units to such Person.
- 1.1.34 “Super Majority Vote of the Members” means the vote of the holders of at least 51% vote of the Units.
- 1.1.35 “Termination” means the date of the cancellation of the Articles of Organization of the Company following the end of the Winding Up Period by the filing of Articles of Dissolution of the Company with the Secretary of State of the State of Wyoming.

- 1.1.36 “Transfer Agent” means, with respect to any class of Units, such bank, trust company or other Person (including the Company or one of its Affiliates) as shall be appointed from time to time by the Company to act as registrar and transfer agent for such class of Units; provided that if no Transfer Agent is specifically designated for such class of Units, the Management Board shall collectively act in such capacity.
- 1.1.37 “Transfer” means, with respect to a Unit and the associated Membership Interest, a transaction by which the Record Holder of a Unit assigns such Unit to another Person who is or becomes a Member, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.
- 1.1.38 “Transferee” means a Person to whom one or more Units are proposed to be Transferred.
- 1.1.39 “Unit” has the meaning set forth in Section 2.5.
- 1.1.40 “Winding Up Period” means the period from the Dissolution Event to the Termination of the Company.
- 1.1.41 “Wyoming Act” means the Wyoming Limited Liability Company Act, as amended from time to time, and any successor thereto.

1.2 Name. The name of the Company is “SMTM Global LLC”. All business of the Company shall be conducted under such name or such other name as the Management Board selects and shall file an appropriate filing with the Secretary of State of the State of Wyoming.

1.3 Principal Office. The principal office of the Company shall be at a location as determined by the Management Board either within or outside of the United States. The Company shall keep its books and records at its principal office.

1.4 Registered Office and Registered Agent. The Street address of the registered office of the Company in the State of Wyoming shall be as selected by the Management Board. The Management Board may elect to change the registered office and the registered agent of the Company at any time.

1.5 Term. The Company was formed on April 27th, 2020 and shall continue its regular business activities until the Company is dissolved.

1.6 Purpose and Powers.

- 1.6.1 The Company is organized for the purposes of undertaking such activities as a marketing business that primarily offers and distributes either insured or on an agency basis the sale of international lottery tickets using an affiliate or multi-level marketing model. Other businesses may be offered as authorized by the Management Board, which may include gaming, sports or any other business that the Management Board deems may increase the long term value of the customers acquired and/or as otherwise determined by the Management Board and as set forth herein and, subject to the terms and conditions herein and of the Wyoming Act, the Members, which are permitted by applicable law and engaging in activities incidental or ancillary thereto.
- 1.6.2 The Company shall possess and may exercise all the powers and privileges granted by the Wyoming Act or by any other law or by this Agreement, together with any powers

incidental thereto, which are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

ARTICLE II. MANAGEMENT, MEMBERS AND UNITS

Section 2: Rights and Duties of the Members

2.1 Management

The Company shall be a limited liability company as set forth in the Wyoming Act, and as otherwise provided in the Wyoming Act. The Management Board shall, among other duties: (i) provide the financial performance and reporting of the Company to Members (which shall include reports on the Company's financial performance to be provided to Members on a quarterly basis, no later than the thirtieth day after the end of each calendar quarter); (ii) determine appoint Officers of the Company and their respective compensation; and (iii) delegate day-to-day management responsibilities to Company Officers from time to time. The Management Board may act through written actions on majority consent of its board members, or through majority vote at duly constituted meetings attended by a quorum, which may be called by any member of the Management Board with at least 48 hours written notice to all members thereof.

- (a) Major Decisions. Notwithstanding anything herein to the contrary, a Super Majority vote of the Members shall be required to authorize any of the following:
 - (i) Any amendment of this Agreement;
 - (ii) Any sale by the Company of all or substantially all of the Company's assets;
 - (iii) Any restructuring, merger, acquisition, or combination of the Company with any un-Affiliated company or business, other than any such restructuring that does not change the beneficial ownership (whether direct or indirect) of the Membership Interests of the Company and is performed upon the advice of the Company's legal and/or tax advisors;
 - (iv) Any liquidation or dissolution of the Company; or
 - (v) the Company committing to any transaction or series of related transactions which would reasonably be expected to materially affect the operations of the Company or cause the Company to incur costs, debt or issue additional equity in excess of \$1,500,000.00.
- (b) Subject to the limitations herein, the Company, at the direction of the Management Board shall directly, or indirectly through one or more Affiliates or third parties as described herein, engage and maintain personnel for the purpose of managing the Company, acquiring and operating the assets, providing general administrative services to the Company and providing the services related thereto or otherwise generally required for the operation of an entity in the business of the Company, including all tax preparation, accounting and general administrative services (collectively, and subject to the remaining provisions of this Section 2.1(b) and to Section 2.1(c), the "Services") to the Company.

- (c) The Management Board shall, to the extent it determines that it would be advisable in connection with or incidental to the activities contemplated hereby, arrange for and coordinate the services of other professionals, experts and consultants to provide any or all of the Services, in which case, the costs and expenses of such third parties for providing such services shall be borne by the Company.
- (d) Notwithstanding anything contained herein to the contrary, including, but not limited to Section 4.7 herein, in the event that Todd Poindexter ("Mr. Poindexter): (i) sells a portion of his Units to a third-party; and (ii) all of the proceeds from such sale goes to funding operating expenses of the Company, then Mr. Poindexter shall require the consent of a majority of the Management Board to commence and close such transaction or series of transactions. Additionally, these transactions may include offering convertible promissory notes and/or other financial instruments regarding Units solely owned by Mr. Poindexter for the above-stated use by the Company, which interest payments regarding such convertible promissory notes and/or other financial instructions will become the responsibility of the Company. Such interest payments shall not be over or above market rates for similar financial instruments offered by similar companies.

2.2 Management Fee; Expenses

The Company will pay all expenses related to the operation of the Company. These costs that will be paid by the Company include, but are not limited to, the fees and expenses related to any securities offering of the Company, office rent and fees, office common area maintenance charges, phone, fax, and internet access, computer hardware and related supplies, general office supplies, office rental of fax, printers, or scanners and maintenance costs related thereto, consulting, legal, accounting, and professional fees, marketing and travel expenses and any business licenses and registrations required of the Company.

2.3 Officers

- (a) The Management Board may appoint and replace individuals as officers or agents of the Company ("Officers") with such titles as the Management Board may elect to act on behalf of the Company with such power and authority as they may delegate to such persons. Any number of offices may be held by the same person. Officers shall hold their offices for such terms as shall be determined from time to time by the Management Board. Unless otherwise determined and set forth by the Management Board and subject to the policies and procedures of the Company applicable to Officers and employees, each Officer shall have the powers, rights and obligations as are customarily held and exercised by other persons in similar positions in limited liability companies organized under the Wyoming Act, subject to Section 2.01(d). The Officers shall hold office until their successors are chosen and qualified. Subject to the provisions of Section 2.01(f)(vi), any Officer may be removed at any time, with or without cause, by the Management Board. The Officers may also be officers or employees of other Persons. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Management Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company. Each Officer shall have a fiduciary duty of loyalty and care as set forth in the Wyoming Act.
- (b) Notwithstanding the foregoing, it shall be deemed not to be a breach of any duty (including any fiduciary duty) or any other obligation of any type whatsoever of any officer or employee or any Affiliates of such officer or employee (other than any express obligation contained in any agreement

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to which such Person and the Company or any of its subsidiaries are parties) to engage in outside business interests and activities provided such Person does not engage in such business or activity as a result of or using confidential information provided by or on behalf of the Company to such Person; provided, further, that a Person shall not be deemed to be in direct competition with the Company solely because of such Person's ownership, directly or indirectly, solely for investment purposes, of securities of any publicly traded entity if such Person does not, together with such Person's Affiliates, collectively own 5% or more of any class or securities of such publicly traded entity, and such Person is not a director or officer (and does not hold an equivalent position) in such publicly traded entity.

- (c) The Members and the Management Board hereby appoint Todd Poindexter as Chief Executive Officer of the Company and Ann Requa as President of the Company.

2.4 Members

- (a) A Person shall be admitted as a Member and shall become bound by and shall be deemed to have agreed to be bound by, the terms of this Agreement if such Person is set forth on Exhibit A hereto or if such person purchases or otherwise lawfully acquires any Unit, and such Person shall become the Record Holder of such Unit, in accordance with the provisions of this Agreement.
- (b) The name and mailing address of each Member or such Member's representative shall be listed on the books and records of the Company maintained for such purpose by the Company or the Transfer Agent.
- (c) The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.
- (d) Except to the extent expressly provided in this Agreement or as agreed to as a stipulation of certain contractual obligations from the conversion of certain SAFE Notes (i) no Member shall be entitled to the withdrawal or return of any Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution of the Company may be considered as such by law and then only to the extent provided for in this Agreement; (ii) no Member shall have priority over any other Member either as to the return of Capital Contributions or as to profits, losses or distributions; (iii) no interest shall be paid by the Company on Capital Contributions; and (iv) no Member, in its capacity as such, shall participate in the operation or management of the Company's business, transact any business in the Company's name or have the power to sign documents for or otherwise bind the Company by reason of being a Member.
- (e) Any Member shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities in direct competition with the Company. Neither the Company nor any of the other Members shall have any rights by virtue of this Agreement in any such business interests or activities of any Member.

2.5 Membership Interests

The total of the Membership Interests in the Company shall be represented by a number of units (each a "Unit") all of which shall have the same rights, powers and duties, except as otherwise set forth in this Agreement. All of the Units issued and outstanding at any time shall constitute 100% of the Membership Interests of the Company. The Units and corresponding Membership Interests of the Members shall be as

set forth on Exhibit A attached hereto, which may be updated as set forth herein. The name and mailing address of each Member or such Member's representative shall be listed on the books and records of the Company maintained for such purpose by the Company or the Transfer Agent.

2.6 Certificates and Representations of Units

Units may be recorded in book entry form, or in any other form, as determined by the Management Board as may be permitted by the Wyoming Act. Notwithstanding anything to the contrary herein, unless the Management Board shall determine otherwise in respect of one or more classes of Units or as may be required by the Depository with respect to any specific class of Units, Units shall not be evidenced by physical Certificates. No Member shall have the right to require the Company to issue physical Certificates representing Units for any reason, except as may be required by applicable law.

2.7 Record Holders

The Company shall be entitled to recognize the Record Holder as the owner of a Unit and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Unit on the part of any other Person, regardless of whether the Company shall have actual or other notice thereof.

2.8 Initial Units

Upon execution of this Agreement, the Members shall be issued the Units as set forth on Schedule A which shall, as of such time, constitute all of the Membership Interests of the Company.

ARTICLE III. CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, DISTRIBUTIONS AND ALLOCATIONS

3.1 Capital Contributions

Persons seeking to become a member shall be required to purchase or acquire Units and make capital contributions in such forms and in such amounts and at such times as may be required pursuant to a Super Majority vote of the members or (b) majority consent of the Management Board (any, a "Capital Contribution") whereupon a capital account for a new Member will be established, and, if applicable, accreted, in the amount of such Member's Capital Contribution or based upon the fair market value of property contributed, and the new Member shall be issued a number of Units as determined by the Management Board and the Management Board shall update Exhibit A attached hereto accordingly. The provisions of this Section 3.1 are solely intended for the benefit of the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement). The Members shall have no duty or obligation to any creditor of the Company to make any contribution to the Company.

3.2 Additional Capital Contributions

(a) By Action of Management Board. If Management Board determines that it is reasonably necessary for the Company to obtain additional funds in the form of additional capital contributions of cash in order to: (x) meet the Company's business objectives; or (y) fund overruns:

(i) Management Board shall send to each Member a notice (the "First Requirement Notice"), which shall advise Members as to the total amount of capital required by the Company (the "Requirement Amount"), the portion of the Requirement Amount which may

be contributed by each Member (determined *pro rata* according to the Members' Units) and the date on which such capital is required to be contributed in the form of cash to the Company (the "Requirement Date"). Except where emergency funding is required as reasonably determined by the Management Board (in which case the Requirement Date shall be not less than fifteen (15) days after the date of the First Requirement Notice), the Requirement Date shall be not less than thirty (30) days after the date of the First Requirement Notice.

(ii) Should any Member not contribute its capital within the period provided in clause (i), above, Management Board shall promptly send to each Member who made contributions pursuant to clause (i) above, a notice (the "Second Requirement Notice") of the un-contributed portion of the Requirement Amount, each of whom may elect to make a further capital additional contribution to the Company, by delivering to Management Board, within fifteen (15) days of the date of the Second Requirement Notice, written notice (each, a "Funding Member Notice" and any such Member delivering a Funding Member Notice shall be referred to herein as a "Funding Member") of the same, which notice shall include a statement of the maximum amount of the un-contributed Requirement Amount such Funding Member would be willing to contribute. The portion of the un-contributed Requirement Amount that may be contributed by each Funding Member shall be determined by Management Board ratably according to the relative maximum amounts that the Funding Members propose to contribute in their Funding Member Notices to Management Board, and shall be paid by the Funding Member to the Company in accordance with Sub-Section (iv) below. No Member, however, shall be required to pay more than the maximum amount it proposed to contribute to the Company.

(iii) Intentionally Omitted.

(iv) In the event that the entire Requirement Amount is not contributed by all Members (any such non-contributing Member, a "Non-Funding Member"), then (subject to Sub-Section (v) hereof) the Funding Member(s) may advance such portion of the un-contributed Requirement Amount as determined by Management Board pursuant to Sub-Section (ii) hereof to the Company within fifteen (15) business days after written demand therefor. Any such advance shall be treated, for purposes of this Agreement, as a loan (each, a "Priority Member Loan") by the Funding Member(s) to the Company, which will earn interest thereon at an annual rate, compounded annually, equal to the lesser of: (i) the maximum rate of interest allowed by applicable law; and (ii) eight percent (8%) as an Additional Capital Contribution to the Company by such Funding Member.

(v) In no event shall the Membership Units of a Non-Funding Member be diluted due to not funding an additional capital contribution.

3.3 Capital Account

- (a) There shall be established for each Member on the books of the Company a Capital Account in accordance with Section 704 of the Code and the Treasury Regulations promulgated thereunder.
- (b) At the close of each Fiscal Year, and at certain other periods, as in the case of a withdrawal, there shall be determined for each Member, such Member's closing Capital Account which shall be determined by adjusting such Member's opening Capital Account for such period, as the case may be as follows: Net Income or Net Loss of the Company will be allocated to all Members in a manner such that the

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Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the Distributions that would be made to such Members pursuant to Section 3.4 and Article VII if the Company were dissolved, its affairs wound up and its assets sold for cash, all Company liabilities were satisfied, and the net assets of the Company were distributed in accordance with Section to the Members immediately after making such allocation, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

- (c) In the event the Company is terminated during any period in accordance with Article VII, the closing Capital Accounts of the Members for such Fiscal Year then completed will be determined as of the date of termination of the Company in the manner provided in this Section 3.3.
- (d) In the event that property (other than cash) is contributed (or deemed contributed pursuant to the provisions of Section 708 of the Code) by a Member to the Company, the computation of Capital Accounts shall be adjusted as follows:
 - (i) the contributing Member's Capital Account shall be increased by the fair market value of the property contributed to the Company by the Member, net of liabilities taken or accrued by the Company in respect to such capital contributed; and
 - (ii) the adjustments required by Treas. Reg. Sections 1.704-1(b)(2)(iv)(a) and 1.704-1(b)(4)(i) shall be made to such Member's Capital Account.
- (e) In the event that property is distributed (or deemed distributed pursuant to the provisions of Section 708 of the Code) by the Company to a Member, the following special rules shall apply:
 - (i) the Capital Account of the Member receiving a Distribution shall be adjusted as provided in Treas. Reg. Section 1.704-1(b)(2)(iv)(e) to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not already been reflected in the Member's Capital Account) would be allocated to such Member if there were a taxable disposition of such property for its fair market value on the date of Distribution; and
 - (ii) the Capital Account of the Member receiving the Distribution from the Company shall be charged with the fair market value of the property at the time of Distribution (net of liabilities taken or accrued by such Member with respect to such property is considered to assume or take subject to under Section 752 of the Code).
- (f) In the event the value of Company's assets is adjusted pursuant to the terms of this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.
- (g) For each Fiscal Period, items of income, deduction, gain, loss or credits shall be allocated for tax purposes among the Members in such manner as to reflect equitably amounts credited or debited to each Member's Capital Account pursuant to this Section 3.02 for the current and prior Fiscal Year. Such allocation shall be made pursuant to the principles of Section 704(c) of the Code, and in conformity with Regulations Sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(4)(i) promulgated thereunder, or the successor provisions to such Section and Regulations. Notwithstanding anything to the contrary in this Agreement, there shall be allocated to the Members such gains or income as shall be necessary to satisfy the "qualified income offset" requirement of Regulations Section 1.704-

1(b)(2)(ii)(d).

- (h) In the event a Member withdraws part or all of its Capital Account from the Company, the Management Board may elect to make a special allocation to said Member for federal income tax purposes of the net capital gains or losses recognized by the Company in such a manner as will reduce the amount, if any, by which such Member's Capital Account differs from such Member's federal income tax basis in such Member's Units before such allocation.
- (i) If all or a portion of a Member's Units are 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 Units and associated Membership Interest so transferred.

3.4 Compliance with Internal Revenue Code and Regulatory Allocations

All adjustments to the Capital Accounts and allocations of the taxable and economic elements of the Company shall comply with applicable provisions of the Internal Revenue Code and Treasury Regulations, including Section 704 of the Internal Revenue Code and its corresponding Treasury Regulations, including, but not limited to, those respective to the following (the "Regulatory Allocations"): (a) qualified income offsets; (b) minimum gain chargebacks; (c) deductions attributable to nonrecourse debt; and (d) non-deductible expenditures. This Agreement shall be interpreted as if each such Regulatory Allocations, and all of the penultimate provisions of Section 704 and its corresponding Treasury Regulations and any other applicable provisions of the Internal Revenue Code and Treasury Regulations, were expressly recited within this Agreement.

3.5 Compliance

- (a) The Company, pursuant to action by the Management Board, in the event there are Available Funds, may make distributions thereof ("Distributions") to Members as set forth herein. "Available Funds" means the Company's gross cash receipts from operations, including the excess of Net Income, less the sum of: (1) payments of principal, interest, charges and fees pertaining to any of the Company's indebtedness; (2) costs and expenses incurred in the conduct of the Company's business; and (3) amounts reserved to meet the reasonable needs of the Company's business, including, without limitation, reserves for legal costs of the Company and for service and accounting fees related to the Company's operations. Notwithstanding anything herein to the contrary, no Member may receive a Distribution to the extent that, after giving effect to the Distribution, all liabilities of the Company (other than to a Member on account of its Units and liabilities for which the recourse of creditors is limited to specific property of the Company) exceed the fair market value of the assets of the Company (except that property that is subject to a liability for which the recourse of the creditors is limited to such property shall be included in the assets of the Company only to the extent the fair market value of such property exceeds that liability). In the event of a Distribution to a Member that would be deemed violative of applicable law, the applicable Member may be required to return such Distribution to the Company. Each Distribution in respect of any Units shall be paid by the Company, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Units as of the Record Date set for such Distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.
- (b) The Company shall make quarterly distributions to Members, where contracted, based on net income of the Company.

- (c) Other than distributions pursuant to the foregoing paragraph (b) or pursuant to Section 3.5, if the Management Board declares and determines to make any Distribution of cash or other assets to the Members, all such Distributions shall be made to the Members pro rata based on their respective ownership of Units.
- (d) Except as otherwise provided herein or as required by law, no Member shall be required to restore or repay to the Company any funds properly distributed to it pursuant to this Section 3.4.

3.6 Tax Distributions. Notwithstanding Section 3.4, within ninety (90) days of the end of each Fiscal Year, the Company shall, make a Distribution to each holder of Units out of any Available Funds, if available, of an amount equal to the excess of (A) the sum of (i) the product of (x) the amount of net income and gain taxable at ordinary tax rates allocated with respect to such Units (as shown on Schedule K-1 to the Company's IRS Form 1065) for such Fiscal Year and all prior Fiscal Years and (y) the maximum marginal rate of federal, state and local income tax applicable to an individual subject to tax in Wyoming (the "Designated Jurisdiction") with respect to such income or gain, (ii) the product of (x) the amount of net income and gain taxable at long-term capital gains rates allocated with respect to such Unit (as shown on Schedule K-1 to the Company's IRS Form 1065) for such Fiscal Year and all prior Fiscal Years and (y) the maximum marginal rate of federal, state and local income tax applicable to an individual subject to tax in the Designated Jurisdiction with respect to such income or gain and, (iii) in the event of allocation by the Company of net income or gain taxable at a rate other than the ordinary or long-term capital gains rates contemplated in clauses (i) and (ii) above, the product of (x) the amount of such net income and gain taxable at such other rate allocated with respect to such Unit (as shown on Schedule K-1 to the Company's IRS Form 1065) for such Fiscal Year and all prior Fiscal Years and (y) the maximum marginal rate of federal, state and local income tax applicable to an individual subject to tax in the Designated Jurisdiction with respect to such income or gain, over (B) the cumulative cash Distributions previously made with respect to such Units pursuant to this Section 3.5 and Section 3.4 during such Fiscal Year and all prior Fiscal Years. The determination of the tax rates to be used for purposes of the preceding sentence shall be made by the Management Board in its good faith discretion after consulting with the Company's tax advisors, taking into account among other things changes in applicable tax rates over the relevant period, the deductibility of state and local taxes and any limitations on the ability of an individual to deduct any items of expense or loss under United States federal income tax principles. For the avoidance of doubt, the references to "net income and gain" in clauses (A)(i)(x), (A)(ii)(x), and (A)(iii)(x) above shall mean that amount of such gross income and gain of the Company allocated with respect to such Units for all such Fiscal Years reduced by the gross amount of loss and deduction allocated with respect to such Units for all such Fiscal Years that is available as an offset to such income and gain. Without prejudice to the foregoing, the Company may make a Distribution out of any available cash of the Company (as determined by the Management Board pursuant to Section 2.01(f)(x)) to each holder of Units as soon as practicable following the close of each Estimated Tax Period (each an "Estimated Tax Distribution") of each Fiscal Year in amounts equal to the estimated tax liability of each holder of Units relating to such Estimated Tax Period (as agreed and estimated by the Management Board in its good faith discretion after consulting with the Company's tax advisors and based on the results of such quarter and using the methodology and assumptions described in the preceding sentences). Estimated Tax Distributions made during a Fiscal Year shall be treated as advances and shall reduce the Distributions otherwise distributable in accordance with the first sentence of this Section 3.5 for such Fiscal Year, and upon prior written notice, if the amount of Estimated Tax Distributions for a Fiscal Year exceed the amount otherwise distributable in accordance with the first sentence of this Section 3.5, the excess distributed to such Member shall be credited against and reduce Distributions that would otherwise be made to such Member pursuant to this Section 3.5 with respect to subsequent Fiscal Years, and if the amount of Estimated Tax Distributions for a Fiscal Year is less than the amount otherwise distributable in accordance with the first sentence of this Section 3.5, the Company may distribute the shortfall to the Members within sixty (60) days of the end of such Fiscal Year. Notwithstanding the

foregoing, Distributions pursuant to this Section 3.5 shall not be available to a Member with respect to any guaranteed payment under Code Section 707(c) or any payment to a Member not in his, her or its capacity as a Member under Code Section 707(a). Distributions effected pursuant to this Section 3.5 with respect to each Unit shall be applied to, treated as included in, and reduce the next succeeding Distribution(s) (without double counting) to be made with respect to each such Unit pursuant to this Agreement as necessary to ensure that, over the period of time since such Unit was issued and outstanding, the aggregate amount distributed respect to each such Unit under this Agreement shall be equal to the amount which such Unit would have been distributed under this Agreement had there been no Distributions pursuant to this Section 3.5 and had this Section 3.5 not been part of this Agreement, as reasonably determined in good faith by the Management Board.

3.7 Allocations

The Members acknowledge and agree that the Company's compliance with the Treasury Regulations, as provided for in, or integrated by reference into, this Agreement, has the potential under certain circumstances to result in special Regulatory Allocations to the Capital Accounts that are not intended by the Members. If any Regulatory Allocations cause unintended and material net adjustments to the Capital Accounts, the Company shall attempt, based on the good faith determination of the Members and in a manner consistent with this Agreement, to restore the Capital Account balances that would have existed for all Members in the absence of the Regulatory Allocations. Any such restoration of Capital Account balances shall be achieved through additional and offsetting allocations of the Company's Net Income and Net Losses, and such other elements as would be contemplated by the Treasury Regulations as elements of income, gain, profits, losses, expenses, deductions or other economic items (as applicable). These additional and offsetting allocations will be based on the pro-rata number of units owned by each member.

ARTICLE IV. TRANSFER OF UNITS

4.1 Transfer of Units

- (a) Except pursuant to Section 2.1 (d) hereof, any Transfer of any Units shall only be completed subject to the compliance by the Member and the proposed transferee with this Agreement and in all cases subject to compliance with all applicable laws. In the event one of the Members wishes to transfer its interest to a third party, it must offer in writing the same to the other current Members at the same price, terms, and conditions as those offered to such third party who must be identified in good faith. No such transfer may be registered unless this right of first refusal is complied with. The Members have thirty (30) days from notice of the proposed transaction to exercise said right.
- (b) The Company shall keep or cause to be kept on behalf of the Company a register (which may be in electronic form) that will provide for the registration and Transfer of Units. The Management Board may elect to appoint a Transfer Agent to act as registrar and transfer agent for the purpose of registering any Units and Transfers of such Units as herein provided. For Units represented by Certificates, upon surrender of a Certificate for registration of Transfer of any Units evidenced by a Certificate, the appropriate Officers of the Company shall execute and deliver, and in the case of Units for which a Transfer Agent has been appointed, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the Record Holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Units as were evidenced by the Certificate so surrendered, provided that a transferor shall provide the address and facsimile number for each such transferee as set forth on Exhibit A at any time.

- (c) The Company shall not recognize any Transfer of Units evidenced by Certificates until the Certificates evidencing such Units are surrendered for registration of Transfer. No charge shall be imposed by the Company for such Transfer; provided, that as a condition to the issuance of Units, whether or not such Units are evidenced by Certificates, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.
- (d) By acceptance of the Transfer of any Unit, each transferee of a Unit (including any nominee holder or an agent or representative acquiring such Units for the account of another Person)
 - (i) shall be admitted to the Company as a Substitute Member with respect to the Units so Transferred to such transferee when any such Transfer or admission is reflected in the books and records of the Company or the Transfer Agent, as applicable, (ii) shall be deemed to agree to be bound by the terms of this Agreement, (iii) shall become the Record Holder of the Units so transferred, (iv) grants powers of attorney to the Officers of the Company and any Liquidating Trustee, as specified herein, and (v) makes the consents and waivers contained in this Agreement. The Transfer of any Units and the admission of any new Member shall not constitute an amendment to this Agreement.

4.2 Procedure for Transfer

Prior to undertaking any Transfer of Units, a Member shall provide to the Management Board, information with respect to any proposed Transferee, such information to include such Transferee's name, address, a description of his, her or its current and historical business operations, any proven or charged criminal conduct, any litigation involving such Transferee, and any other matters and information as requested by the Management Board or the Members. The Management Board shall evaluate the Transferee and shall make a determination as to whether such Transferee would be acceptable to the Company as a Member. No Transfer shall be permitted unless the Management Board shall consent by majority vote to the proposed Transferee becoming a Member as set forth in Section 2.4.

4.3 Conditions for Transfer

No Transferee as an assignee of all or any portion of a Unit or any Unit(s) shall have the right to become a substituted Member in place of an assignor unless the following conditions are satisfied:

- (a) The transferring Member shall have complied with the provisions of this Article IV;
- (b) The Transferee and the transferring Member shall have executed an instrument of assignment in form and substance satisfactory to the Management Board;
- (c) The Transferee and the transferring Member shall have executed and acknowledged such other instruments as the Management Board may deem necessary to effectuate such Transfer, including, without limitation, a power of attorney consistent with provisions more fully described in this Agreement and such documents as required by the Management Board to confirm that such Transferee may acquire the Units in compliance with all applicable laws and regulations;
- (d) The Transferee shall accept, adopt, and approve all of the terms and provisions of this Agreement in writing by executing a counterpart to this Agreement as a Member;
- (e) The Transferee or the transferring Member shall pay all reasonable expenses (including reasonable attorneys' fees and costs) connected with such Transfer; and

- (f) The Company shall have received, if requested, a legal opinion, that is in form and substance satisfactory to the Company counsel that such transfer will not violate the registration provisions of the Securities Act of 1933, as amended, or cause the Company to be classified as “publicly traded partnership” within the meaning of Code Section 7704 and the Regulations thereunder, which opinion shall be furnished at the expense of the Transferee or the transferring Member.

4.4 Effect of Assignment

Following a Transfer of a Unit(s) that is permitted under this Article IV, the transferee of such Unit(s) shall be treated as having made all of the Capital Contributions in respect of, and received all of the Distributions received in respect of, such Unit(s), shall succeed to the Capital Account associated with such Unit(s) and shall receive allocations and Distributions under this Agreement in respect of such Unit(s) as if such transferee were a Member.

4.5 No Redemption

The Company may not, and no Member may obligate or force the Company to, redeem any Units held by any Member, provided, however, that any Units may be forfeited as otherwise set forth herein or in any other agreement between the Company and any Member.

4.6 Transfer Void

Any Transfer or attempted Transfer of any Unit(s) in contravention of this Agreement shall be absolutely null and void ab initio and of no force or effect, on or against the Company, any Member, any creditor of the Company or any claimant against the Company and may be enjoined, and shall not be recorded on the books and records of the Company. No distributions of cash or property of the Company shall be made to any transferee of any Unit(s) which is Transferred in violation hereof, nor shall any such Transfer be registered on the books of the Company. The Transfer or attempted Transfer of any Unit(s) in violation hereof shall not affect the Beneficial Ownership of such Unit(s), and, notwithstanding such Transfer or attempted Transfer, the Member making such prohibited Transfer or attempted Transfer shall retain the right to vote, if any, and the right to receive liquidation proceeds and any other Distributions with respect to the Units.

4.7 Right of First Refusal

Except for the terms and conditions contained in Section 2.1(d) and/or the Company taking a loan from a bank or other traditional lending source and/or Additional Capital Call, in the event that the Company seeks to raise additional funds through a private placement or debt offering (including, but not limited to, convertible promissory notes) or if any member attempts to sell its member interests in the future, then the current Members shall have the right to purchase its pro rata share of such private placement or debt offering or member interest made by the Company (the “Offering”) based upon the percentage of Units owned by such Member. The Company shall provide each Member with written notice of such Offering (“Initial Offering Notice”) and each such Member shall have fifteen (15) days to affirmatively respond to the Company, if they wish to exercise such right to purchase their pro rata share (“Response Notice”). If such Member does not exercise its right to purchase their pro rata share after returning their affirmative Response Notice to the Company, by complying with the directions and timelines contained in such Initial Offering Notice, then such Member shall be banned from participating in such Offering.

ARTICLE V. LIABILITY AND INDEMNIFICATION

5.1 Liability of a Member

The liability of each Member shall be limited as provided in the Wyoming Act and as set forth in this Agreement. No Member shall be obligated to restore by way of Capital Contribution or otherwise any deficits in its Capital Account (if such deficits occur).

5.2 Exculpation and Indemnification

- (a) No Protected Person shall be liable to the Company or the Management Board or any other Member for any action taken or omitted to be taken by it or by other Person with respect to the Company, including any negligent act or failure to act, except in the case of a liability resulting from such Protected Person's own actual fraud, gross negligence, willful misconduct, bad faith, breach of fiduciary duty, reckless disregard of duty or any intentional and material breach of this Agreement or conduct that is subject of a criminal proceeding (where such Protected Person has reasonable cause to believe that such conduct was unlawful). With the prior consent of the Management Board, any Protected Person may consult with legal counsel and accountants with respect to Company affairs (including interpretations of this Agreement) and shall be fully protected and justified in any action or inaction which is taken or omitted in good faith, in reliance upon and in accordance with the opinion or advice of such counsel or accountants. In determining whether a Protected Person acted with the requisite degree of care, such Protected Person shall be entitled to rely on written or oral reports, opinions, certificates and other statements of the directors, officers, employees, consultants, attorneys, accountants and professional advisors of the Company selected with reasonable care; provided, that no such Protected Person may rely upon such statements if it believed that such statements were materially false.
- (b) To the fullest extent permitted by law, the Company shall indemnify, hold harmless, protect and defend each Protected Person against any losses, claims, damages or liabilities, including reasonable legal fees, costs and expenses incurred in investigating or defending against any such losses, claims, damages or liabilities or in enforcing a Protected Person's right to indemnification under this Agreement, and any amounts expended in respect of settlements of any claims approved by the Management Board (collectively, "Liabilities"), to which any Protected Person may become subject (i) by reason of any act or omission or alleged act or omission (even if negligent) arising out of or in connection with the activities of the Company or (ii) by reason of the fact that it is or was acting in connection with the activities of the Company in any capacity or that it is or was serving at the request of the Company as a partner, shareholder, member, director, officer, employee, or agent of any Person; unless, such Liability results from such Protected Person's own actual fraud, gross negligence, willful misconduct, bad faith, breach of fiduciary duty, reckless disregard of duty or intentional and material breach of this Agreement or conduct that is subject of a criminal proceeding (where such Protected Person has reasonable cause to believe that such conduct was unlawful). The termination of any proceeding by settlement, judgment, order, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, by itself, create a presumption that such Protected Person's conduct constituted actual fraud, gross negligence, willful misconduct, bad faith, breach of fiduciary duty, reckless disregard of duty or any material breach of this Agreement or the commission of a crime, except a judgment, order or conviction that expressly provides that such Protected Person's conduct constituted actual fraud, gross negligence, willful misconduct, bad faith, breach of fiduciary duty, reckless disregard of duty or any material breach of this Agreement or the commission of a crime.
- (c) The Management Board may elect, on behalf of the Company, to reimburse (and/or advance to the extent reasonably required) each Protected Person for reasonable legal or other costs and expenses (as

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incurred) of such Protected Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Liabilities for which the Protected Person may be indemnified pursuant to this Section 5.2 and for all costs and expenses, including fees, expenses and disbursements of attorneys, reasonably incurred by such Protected Person in enforcing the indemnification provisions of this Section 5.2; provided, that such Protected Person executes a written undertaking to repay the Company for such reimbursed or advanced costs and expenses if it is finally judicially determined that such Protected Person is not entitled to the indemnification provided by this Section 5.2. Upon any liquidation of the Company, such reimbursements or advancement of expenses shall be reimbursed by the Company prior to any other Distributions hereunder.

- (d) The provisions of this Section 5.2 shall continue to afford protection to each Protected Person regardless of whether such Protected Person remains in the position or capacity pursuant to which such Protected Person became entitled to indemnification under this Section 5.2 and regardless of any subsequent amendment to this Agreement; provided, that, no such amendment shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.
- (e) Any indemnification under this Section 5.2 or otherwise shall be paid out of and to the extent of the Company's assets or insurance maintained by the Company for such purposes.

ARTICLE VI. ACCOUNTING, FINANCIAL AND TAX MATTERS

6.1 Accounting Basis

The Company shall use such method of accounting as may be determined by the Management Board that is consistent with United States generally accepted accounting principles or such other accounting methods and conventions as the Management Board may from time to time determine to be used in the preparation of the Company's tax returns.

6.2 Tax Matters

- (a) The Management Board of the Company shall designate the initial partnership representative for purposes of 6223 of the Code ("Partnership Representative"), and subject to the possible advice of the Company Accountants, is responsible for acting as the liaison between the Company and the Internal Revenue Service ("Service"). The Management Board may determine to name a different Partnership Representative at any time. The Partnership Representative shall have the exclusive authority and discretion to make any elections required or permitted to be made by the Company under any provisions of the Code or any other applicable laws and has the sole authority under the Code to deal with the Internal Revenue Service regarding any audit of or assessment against the Company under the BBA to the exclusion of all Members. The Partnership Representative shall be reimbursed by the Company for all out-of-pocket expenses, costs and liabilities expended or incurred by the Partnership Representative in acting as the Company's Partnership Representative.
- (b) The Partnership Representative may be, but is not required to be, a Member or the Company's tax preparer, provided such candidate possesses the aforesaid credentials.
- (c) Each of the Members consents to and agrees to become bound by all actions of the Partnership Representative, including any contest, settlement or other action or position which the Partnership Representative may deem proper under the circumstances. The Members specifically acknowledge, without limiting the general applicability of this Section 6.2, that the Partnership Representative will not be liable, responsible or accountable in damages or otherwise to the Company or any Member with

respect to any action taken by it in its capacity as a Partnership Representative, except for bad faith, fraud, gross negligence, willful misconduct or breach of fiduciary duty. All reasonable out-of-pocket expenses incurred by the Partnership Representative in such capacity will be considered expenses of the Company for which the Partnership Representative will be entitled to full reimbursement.

- (d) The Partnership Representative shall, to the extent available and advisable, make a valid small partnership election for each taxable year of the Company. The Partnership Representative shall covenant in writing to undertake its function in such capacity in good faith and with reasonable diligence. The Management Board is hereby authorized, but not required, to cause the Company to indemnify the Partnership Representative for acts or omissions in discharging said function except any that result from the Partnership Representative's gross negligence or bad faith. Respective to any taxable year of the Company, reasonably in advance of the date on which a BBA small partnership election must be made for such taxable year, the Partnership Representative shall, as and if applicable, consult with the Company's tax advisor, and, if the tax advisor so advises. The Partnership Representative shall determine on a timely basis that the Company is so qualified and the Partnership Representative shall make a timely small partnership election for the Company for that taxable year, and, in such event, the Partnership Representative shall provide prompt written notice to the Members that the Partnership Representative has done so.
- (e) If, for any Company taxable year, the Partnership Representative determines that the Company cannot qualify for a small partnership election, the Partnership Representative shall, either independently or in consultation with the Company's tax preparer, determine the advisability of making, and if so advisable shall notify the Management Board and shall make a push-out election under BBA Section 6226(b).
- (f) In connection with any BBA audit of the Company, the Partnership Representative shall resolve each issue in the audit only in accordance with the affirmative accession of each of the Management Board to the advice of the Partnership Representative made, either independently or in consultation with the Company's tax preparer, after appropriately articulating to it the issues involved and the dynamics of the impact upon the Company and the Members respective to any such proposed posture.
- (g) If, in connection with a BBA audit, the IRS assesses a tax against the Company, the Partnership Representative, acting under BBA Section 6225(c), may require all of the Members, or Persons who were previously Members as to an applicable Reviewed Year but not as of an applicable Adjustment Year, and the Persons signing this Agreement as a condition to becoming a Member hereby agree in such case, to file amended tax returns for the Reviewed Year and to pay their share of such assessed tax for such applicable period, in proportion to the share of partnership income or loss ascribed to each for such year, or, as necessary, upon such substantially similar allocation basis as the former basis of allocation may under then existing circumstances be required to be modified to address in a case in which the obligated Person would not as of such an applicable Adjustment Year then be a Member. This provision shall survive each Person's cessation as a Member of the Company or any amendment or termination of this Agreement for so long as a return of a Reviewed Year of the Company as to which any Person was a Member would be open to audit, and each Person signing this Agreement as a Member hereby agrees to indemnify the Company and the other Members from and against any amounts of assessed taxes as they would be otherwise obligated to pay in accordance with this Section 6.02, in a case in which such Person would not do so, as well as against all reasonable attorneys' fees and costs that would be incurred by the Company or such other one or more Members in the event undertakings, including legal proceedings, to enforce such obligation hereunder against such Person were commenced.
- (h) The Management Board may from time to time adopt a prohibition against the Company's admission of any Person as a Member whose admission would disqualify the Company from making a small

partnership election. In such a case, the Company shall admit no Person as a Member if such Person's admission as a Member would disqualify the Company from making a valid small partnership election. Upon the Management Board's resolution to prohibit admission of such Persons as would disqualify the Company's election as a small partnership, no Member shall Transfer all or any part of a Member's Units to any Person in a case in which such Transfer would disqualify the Company from making a small partnership election, and in such event, the Management Board shall provide notice thereof to all Members.

- (i) Each Person becoming a Member hereby acknowledges that the BBA is new federal tax legislation effective generally as of January 1, 2018, that it replaces conventional prior tax law as it relates to the subject matter within its scope, and that there remain many unresolved issues regarding the implementation of certain of its provisions, whether through IRS Treasury Regulations, case law, or administrative resolutions of applicable governing authorities.
- (j) The Members shall provide the Company with such information, which may be necessary or desirable in connection with such elections or otherwise in connection with the compliance with applicable tax laws, including providing information in connection with Section 743 of the Code and elections permitted thereunder. The Management Board shall cause to be prepared and filed all tax returns of the Company and shall make all determinations as to tax elections by the Company. Unless otherwise required by law, the Chief Executive Officer of the Company shall be the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Code. Prompt notice shall be given to the Management Board upon receipt of advice that the Internal Revenue Service or other taxing authority intends to examine any income tax return or record or books of the Company. The Management Board shall provide the Company with such information, which may be necessary or desirable in connection with such elections or otherwise in connection with the compliance with applicable tax laws, including providing information in connection with Section 743 of the Code and elections permitted thereunder.

ARTICLE VII. DISSOLUTION, WINDING UP AND TERMINATION

7.1 Dissolution

- (a) The Company shall commence its winding up upon the first to occur of the following (the "Dissolution Event"):
 - (i) upon the determination of the Members by a Super Majority Vote and with the approval of a majority vote of the Management Board, at any time;
 - (ii) upon the insolvency or bankruptcy of the Company;
 - (iii) upon the sale of all or substantially all of the Company's assets; or
 - (iv) upon the entry of a decree of judicial dissolution under the Wyoming Act by the Management Board.
- (b) The Dissolution Event shall be effective on the day on which such event occurs and immediately thereafter the Company shall commence the Winding Up Period during which its affairs shall be wound up in accordance with Section 7.2 and Section 7.3.

7.2 Winding Up and Termination

- (a) Upon the occurrence of a Dissolution Event, the property and business of the Company shall be wound up by a Person designated as a liquidating trustee by the agreement of the Management Board (the "Liquidating Trustee"). Subject to the requirements of applicable law and the further provisions of this Section 7.2, the Liquidating Trustee shall have discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind and the timing and manner of such disposition or Distribution. While the Company continues to hold assets, the Liquidating Trustee may in its discretion expend funds, acquire additional assets and borrow funds. The Liquidating Trustee may also authorize the payment of fees and expenses reasonably required in connection with the winding up of the Company.
- (b) Within a reasonable period of time following the occurrence of a Dissolution Event, after allocating all Net Income, Net Loss and other items of income, gain, loss or deduction pursuant to Section 3.5, the Company's assets (except for assets reserved pursuant to Section 7.3) shall be applied and distributed in the following manner and order of priority:
 - (i) the claims of all creditors of the Company (including Members except to the extent not permitted by law) shall be paid and discharged other than liabilities for which reasonable provision for payment has been made; and
 - (ii) to the Members in the same manner as Distributions under Section 3.5.
- (c) Notwithstanding anything to the contrary in this Agreement, liquidating Distributions shall be made no later than the last to occur of (x) 90 days after the date of disposition (including pursuant to Section 7.3 of the last remaining asset of the Company and (y) the end of the Company's taxable year in which the disposition referred to in clause (x) shall occur. Section 7.2(b) and this Section 7.3 are intended to comply with, and shall be interpreted consistently with, the requirements of Regulation section 1.704-1(b)(2)(ii)(b)(2).
- (d) The Liquidating Trustee shall allocate securities for distribution in kind to the Members. Notwithstanding any other provision of this Agreement, the amount by which the Fair Value of any property to be distributed in kind to the Members (including property distributed in liquidation and property distributed pursuant to Section 3.5) exceeds or is less than the adjusted basis of such property shall, to the extent not otherwise recognized by the Company, be taken into account in computing income, gains and losses of the Company for purposes of crediting or charging the Capital Account of, and distributing proceeds to, the Members, pursuant to this Agreement.
- (e) When the Liquidating Trustee has completed the winding up described in this Section 7.2, the Liquidating Trustee shall cause the Termination of the Company.

7.3 Assets Reserved and Pending Claims

- (a) If, upon the occurrence of a Dissolution Event, there are any assets that, in the judgment of the Liquidating Trustee, cannot be sold or distributed in kind without sacrificing a significant portion of the value thereof or where such sale or distribution is otherwise impractical at the time of the Dissolution Event, such assets may be retained by the Company if the Liquidating Trustee determines

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that the retention of such assets is in the best interests of the Members. Upon the sale of such assets or a determination by the Liquidating Trustee that circumstances no longer require their retention, such assets (at their Fair Value) or the proceeds of their sale shall be taken into account in computing Capital Account on winding up and amounts distributable pursuant to Section 7.2(b) and Section 7.3 and distributed in accordance with such value.

- (b) If there are any claims or potential claims (including potential Company expenses in connection therewith) against the Company (either directly or indirectly, including potential claims for which the Company might have an indemnification obligation) for which the possible loss cannot, in the judgment of the Liquidating Trustee, be definitively ascertained, then such claims shall initially be taken into account in computing The Capital Account upon winding up and distributions pursuant to Section 7.2(b) and Section 7.3 at an amount estimated by the Liquidating Trustee to be sufficient to cover any potential loss or liability on account of such claims (including such potential Company expenses), and the Company shall retain funds (or assets) determined by the Liquidating Trustee in its discretion as a reserve against such potential losses and liabilities, including expenses associated therewith, and for any other Company purpose. The Liquidating Trustee may in its discretion obtain insurance or create escrow accounts or make other similar arrangements with respect to such losses and liabilities. Upon final settlement of such claims (including such potential Company expenses) or a determination by the Liquidating Trustee that the probable loss therefrom can be definitively ascertained, such claims (including such potential Company expenses) shall be taken into account in the amount at which they were settled or in the amount of the probable loss therefrom in computing the Capital Account on winding up and amounts distributable pursuant to Section 7.2(b) and Section 7.3, and any excess funds retained shall be distributed as such funds would be distributed under Section 7.2(b) and Section 7.3.

ARTICLE VIII. VOTING; MEMBER MEETINGS

8.1 Voting

- (a) Each Unit shall have one vote on any matter submitted to the Members for a vote or any matter on which the Members are entitled to vote on hereunder.
- (b) In determining any action or other matter to be undertaken by or on behalf of the Company, each Member shall be entitled to cast a number of votes equal to the number of Units that such Member holds, with the power to vote, at the time of such vote. Unless otherwise set forth in this Agreement, or otherwise required by the Wyoming Act, the taking of any action by the Company which required a vote of the Members as set forth above shall be authorized by the affirmative vote of a majority of the Units, subject to any approval of the Management Board as required herein.
- (c) Only those Record Holders of Units on the Record Date set pursuant to Section 8.04 shall be entitled to notice of, and to vote at, a meeting of Members or to act with respect to matters as to which the holders of the Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Units shall be deemed to be references to the votes or acts of the Record Holders of such Units on such Record Date.
- (d) With respect to Units that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such other Person shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the Beneficial Owner, and the Company shall be entitled to assume it is so acting without further inquiry.

- (e) No Members or Units shall have any cumulative voting rights.

8.2 Member Meetings

- (a) Other than an annual meeting to be held the first Thursday of each March, there shall be no meetings of the Members unless called by either the Management Board and/or a super majority vote Members.
- (b) All acts of Members to be taken hereunder shall be taken in the manner provided in this Agreement. If a meeting of the Members is called the Members and proxyholders entitled to vote thereat not physically present at a meeting of such Members may by means of remote communication participate in such meeting and be deemed present in person and vote at such meeting, subject to such reasonable procedures the Management Board may adopt.

8.3 Notice of Meetings of Members

- (a) Notice, stating the place, day and hour of any meeting of the Members, as determined by the Management Board or by the super majority vote of the Member, and the purpose or purposes for which the meeting is called, as determined by the Management Board or a super majority vote of the Members, shall be delivered by the Company not less than 10 calendar days nor more than 60 calendar days before the date of the meeting, in a manner and otherwise in accordance with the terms herein to each Record Holder who is entitled to attend or entitled to vote at such meeting. Any previously scheduled meeting of the Members may be postponed, and any meeting of the Members may be cancelled by resolution of the Management Board upon public notice given prior to the date previously scheduled for such meeting of the Members.
- (b) The Management Board shall determine and designate by majority vote the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company.

8.4 Record Date

For purposes of determining whether the Members entitled to notice of or to vote at a meeting of the Members, the Management Board may set a Record Date by majority vote, which shall not be less than 10 nor more than 60 days before the date of the meeting. If no Record Date is fixed by the Management Board, the Record Date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day next preceding the day on which notice is given. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment or postponement of the meeting; provided, however, that the Management Board may fix a new Record Date for the adjourned or postponed meeting.

8.5 Adjournment

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 30 days. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article VIII.

8.6 Waiver of Notice; Approval of Meeting

Whenever notice to the Members is required to be given under this Agreement, a written waiver, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a Person at any such meeting of the Members shall constitute a waiver of notice of such meeting, except when the Person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in any written waiver of notice unless so required by the resolution of a majority vote of the Management Board. All waivers and approvals shall be filed with the Company records or made part of the minutes of the meeting.

8.7 Quorum; Required Vote

At any meeting of the Members, the holders of a majority of the Units entitled to vote represented in person or by proxy shall constitute a quorum unless any such action by the Members requires approval by holders of a greater percentage of Units entitled to vote, in which case the quorum shall be such greater percentage. The submission of matters to Members for approval shall occur only at a meeting of the Members duly called and held in accordance with this Agreement at which a quorum is present; provided, however, that the Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Units entitled to vote specified in this Agreement. Any meeting of Members may be adjourned from time to time by the chairman of the meeting to another place or time, without regard to the presence of a quorum.

8.8 Conduct of a Meeting; Member Lists

- (a) The Management Board shall, by a majority vote, have full power and authority concerning the manner of conducting any meeting of the Members, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of this Article VIII, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting, each to be determined by the Management Board. The Management Board shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting by a majority vote of the Management Board. All minutes shall be kept with the records of the Company maintained by the Management Board. The Management Board may make such other regulations consistent with applicable law and this Agreement as they may deem advisable concerning the conduct of any meeting of the Members, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote.
- (b) A complete list of Members entitled to vote at any meeting of Members, arranged in alphabetical order and showing the address of each such Member and the number of Units registered in the name of such Member, shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days before the meeting, at the principal place of business of the Company. The Member list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Member who is present.

8.9 Action Without a Meeting

On any matter that is to be voted on, consented to or approved by Members, the Members may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

8.10 Proxies and Voting

On any matter that is to be voted on by Members, the Members may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law. Any such proxy shall be delivered in accordance with the procedure established for the relevant meeting.

ARTICLE IX. VOTING; MISCELLANEOUS

9.1 Addresses and Notices

Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Member at the address described below. Any notice, payment or report to be given or made to a Member hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Units at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Company (including on Exhibit A attached hereto), regardless of any claim of any Person who may have an interest in such Units by reason of any assignment or otherwise. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 9.1 executed by the Company, each of the Management Board or the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing on the books and records of the Transfer Agent or the Company is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such notice, payment or report and any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Company of a change in his address) if they are available for the Member at the principal office of the Company for a period of one year from the date of the giving or making of such notice, payment or report to the other Members. Any notice to the Company shall be deemed given if received by the Secretary at the principal office of the Company designated pursuant to the terms and conditions herein. The Management Board and the Officers may rely and shall be protected in relying on any notice or other document from a Member or other Person if believed by it to be genuine.

9.2 Amendments; Waiver

Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be amended or waived only by an instrument in writing executed by each of the Management Board and all of the Members.

9.3 Successors and Assigns

This Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the Members.

9.4 No Waiver

No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 Survival of Certain Provisions

The covenants and agreements set forth in Section 5.1, Section 5.2 and Section 6.2 and this Article IX shall survive the Termination of the Company.

9.6 Corporate Treatment

The Management Board shall use its reasonable best efforts to take such actions as are necessary or appropriate to preserve the status of the Company as a partnership for U.S. federal (and applicable state and local) income tax purposes. Notwithstanding anything in this Agreement to the contrary, in the event U.S. federal (and/or applicable state and local) income tax laws, rules or regulations are enacted, amended, modified or applied after the date hereof in such a manner as to require or necessitate that the Company no longer be treated as a partnership for U.S. federal (and/or applicable state and local) income tax purposes, then the first sentence of this Section 9.5 shall no longer apply.

9.7 Section 7704(e) Relief

In the event that the Management Board determine the Company should seek relief pursuant to Section 7704(e) of the Code to preserve the status of the Company as a partnership for U.S. federal (and applicable state) income tax purposes, the Company and each Member shall agree to adjustments required by the tax authorities, and the Company shall pay such amounts as required by the tax authorities, to preserve the status of the Company as a partnership.

9.8 Severability

In case any provision in this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired hereby.

9.9 Interpretation

The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and the feminine, and the singular shall be deemed to include the plural. The use of the word “including” herein shall not be considered to limit the provision that it modifies but instead shall mean “including, without limitation.”

9.10 No Third-Party Rights

Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

9.11 Entire Agreement

This Agreement constitutes the entire agreement of the Company, the Initial Members and any Person who becomes a Member hereafter with respect to the matters described herein and supersedes any prior agreement or understanding among them with respect to such subject matter.

9.12 Rule of Construction

The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so.

9.13 Authority

Whenever in this Agreement or elsewhere it is provided that consent is required of, or a demand shall be made by, or an act or thing shall be done by or at the direction of, the Company, or whenever any words of like import are used, all such consents, demands, acts and things are to be made, given or done by the consent of the Management Board or Person acting under the authority of the Management Board, unless a contrary intention is expressly indicated.

9.14 Dispute Resolution

- (a) If there is any dispute or controversy relating to this Agreement or any of the transactions contemplated herein or the operation of the Company (each a "Dispute"), then the Members involved in such dispute and the Management Board shall meet and attempt to resolve such Dispute. In the event that the Dispute is not resolved within ten (10) days of commencement of such Dispute, such Dispute shall be submitted to mediation as set forth in Section 9.14(b) and thereafter if still not resolved to arbitration as set forth in Section 9.14(c).
- (a) If the Dispute is not resolved by negotiations as set forth in Section 9.13(a), unless otherwise agreed to by Members in writing, the matter will be submitted for mediation administered by the American Arbitration Association ("AAA") before a single mediator who shall have experience in the subject matter of the Dispute. The Members shall jointly select the mediator within five (5) days following the expiration of the resolutions period set forth in Section 9.14(a) and, if the Members cannot agree upon the mediator within such time period, then each Member shall select one mediator meeting the qualifications as set forth above, within one (1) day of the expiration of such period, and the mediators so selected by the Members shall jointly select the sole mediator who shall attempt to resolve the Dispute.
- (b) Any mediation or arbitration shall be conducted in Florida, unless otherwise agreed by the Management Board and by a super majority vote by the Members, each in their sole discretion.

9.15 Governing Law; Jurisdiction; Waiver of Jury Trial

- (a) This Agreement, and any and all claims, proceedings or causes of action relating to this Agreement or arising from this Agreement or the transactions contemplated herein, including, without limitation, tort claims, statutory claims and contract claims, shall be interpreted, construed, governed and enforced under and solely in accordance with the substantive and procedural Laws of the State of Wyoming, in each case as in effect from time to time and as the same may be amended from time to time, and as applied to agreements performed wholly within the State of Wyoming.
- (b) Subject to the provisions of Section 9.15, which shall initially control the resolution of any Dispute hereunder, the Company, the Management Board and each Member irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the state or federal courts of the United States with jurisdiction in Palm Beach County, Florida (the "Selected Courts"). By execution and delivery of this Agreement, each Party irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the Selected Courts, and irrevocably waives any and all rights such party may now or hereafter have to object to such jurisdiction, whether based on *forum non conveniens* or other basis.
- (c) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR RELATED TO THE OPERATIONS OF THE COMPANY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RELATED TO THE OPERATIONS OF THE COMPANY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY TO THIS AGREEMENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY TO THIS AGREEMENT WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY TO THIS AGREEMENT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY TO THIS AGREEMENT MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY TO THIS AGREEMENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.15(c).

9.16 Attorney's Fees

In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including reasonable attorney's fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

9.17 No Consequential or Punitive Damages.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN FOR SPECIAL, GENERAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOST OPPORTUNITY, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.18 Expenses

Unless otherwise contemplated or stipulated by this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

9.19 Specific Performance

Each party to this Agreement agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each party to this Agreement shall be entitled to seek specific performance of the terms hereof in addition to any other remedy at law or in equity.

9.20 WHEREAS Clauses

The “WHEREAS” clauses stated above shall have the same force and effect as if they were a part of the body of this Agreement.

9.21 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

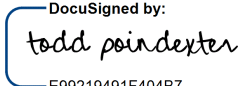
[Signatures appear on following page]

DS Initial
JP TCP

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of October 1, 2023

MANAGER:

Todd C. Poindexter

By:  DocuSigned by:
E99219491F404B7...
Name: Todd C. Poindexter
Title: Managing Member

MEMBER:

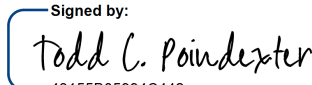
 Signed by:
43155B05994C442...
Source Consulting Worldwide LLC
Todd Poindexter / Sole Member

Exhibit A

Members, Capital Contributions, Units, Membership Interest

<u>Member Name</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>Number of Units</u>	<u>Membership Interest</u>
Source Consulting Worldwide LLC	30 N. Gould Street, Sheridan, WY 82801	Founders shares	880,000	88.00%
Totals:			1,000,000	100%

Initial
TCP

DS
JP