

INITIAL LIMITED LIABILITY COMPANY AGREEMENT

entered into by

Carl Astor

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into on 6 November 2023

BY:

Carl Astor of Montebello Block C, Flat No. 3, 11 Thali Milisiou, 4521 Agios Tychon, Cyprus (the "**Initial Member**").

WHEREAS:

The Initial Member wishes to register a limited liability company pursuant to and in accordance with the Limited Liability Company Act (As Amended) of the Cayman Islands (the "**LLC Act**").

IT IS HEREBY AGREED:

NAME

1. The name of the limited liability company is **EX SOLUTION LLC** (the "**LLC**").

PURPOSE

2. The LLC is formed to engage in any lawful business, purpose or activity for which limited liability companies may be formed under the LLC Act.

REGISTERED OFFICE

3. The registered office of the LLC is c/o Compass OFM Limited, 18 Forum Lane, Camana Bay, 3rd Floor - Suite 5304, P.O. Box 31230, Grand Cayman, KY1-1205, Cayman Islands.

MEMBERS

4. The names and address of the Initial Member is as described above.
5. A person may be admitted as a Member of the LLC upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC and such person's admission being reflected in the records of the LLC (each such person, together with the Initial Member, the "**Members**" and each a "**Member**").
6. The LLC shall maintain or cause to be maintained at the registered office of the LLC or at any other place within or outside the Cayman Islands a register of members which shall contain the name and address of each person who is a member, the date on which such person became a member, the date on which such person ceased to be a member and such other information as may be prescribed by the LLC Act.

POWERS AND DUTIES OF MEMBERS

7. The Members shall have the powers, rights, obligations and liabilities of a member pursuant to the LLC Law and shall, acting by a majority in number (unless specified otherwise herein), have the power to manage and administer the affairs of the LLC and conduct its business.

8. A Member shall not owe any duty (fiduciary or otherwise) to the LLC or any other Member in exercising any of its powers in respect of the LLC or in performing any of its obligations under this Agreement and where such Member is exercising any vote, consent or approval right it may exercise such vote, consent or approval right in its own best interests and as it sees fit even though it may not be in the best interests of the LLC or any other Member.
9. The LLC (acting by its Members) shall have the power to do all things necessary or convenient to conduct its business or affairs, including without limitation, power to acquire, dispose or otherwise deal with real or personal property, borrow money or otherwise incur liabilities and secure any such obligations by granting a security interest in any of its property, franchises or income and lend money and receive and hold property as security for repayment of such money.

MANAGEMENT

10. The Members may, upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC, appoint one or more managers (each a "**Manager**") and confer on each such Manager the power to manage and administer the affairs of the LLC and conduct its business. If one or more Managers are appointed, references herein to the LLC acting by its Members shall be taken to be references to the LLC acting by its Managers and references to a vote, consent or approval right of the Members of the LLC shall, *mutatis mutandis*, be taken to be references to a vote, consent or approval right of the Managers of the LLC.
11. A Manager shall not owe any duty (fiduciary or otherwise) to the LLC or any Member or any other person in exercising any of its powers in respect of the LLC or in performing any of its obligations under this Agreement.
12. A Manager may resign at any time upon prior written notice to the Members.
13. A Manager may also be a Member.

TERM

14. The LLC shall be formed upon the filing of a statement pursuant to section 5(2) of the LLC Law and shall continue until terminated in accordance with this Agreement or dissolved in accordance with the LLC Law. The Members agree not to commence the business of the LLC until the LLC has been registered as a limited liability company in accordance with the LLC Act.

CONTRIBUTIONS

15. The Initial Member shall make a contribution of US\$1.00 (whether in cash or in kind) to the LLC.
16. Each Member, other than the Initial Member, shall make such contributions to the LLC of such amounts and at such times as shall be determined by at least two-thirds in number of all such other Members of the LLC.

PROFITS AND LOSSES

17. The profits and losses of the LLC shall be allocated among the Members on the basis of the agreed value (as stated in the records of the LLC) of the contributions made by each Member to the extent they have been received by the LLC and have not been returned.

DISTRIBUTIONS

18. A distribution may be made or paid from time to time on the basis of the agreed value (as stated in the records of the LLC) of the contributions made by each Member to the extent they have been received by the LLC and have not been returned in such manner, time and form (whether in cash or in kind) upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC.

TRANSFER

19. A Member may transfer all or any part of its LLC interest upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC provided that all requirements for or conditions to admission contained in this Agreement have been complied with or waived.
20. Without limiting the foregoing, the Initial Member's LLC interest may be compulsorily redeemed or transferred for a transfer consideration equal to the amount of the Initial Member's contribution and all profits thereon.

TERMINATION

21. The LLC may be wound up voluntarily by the Members (or a delegate thereof) upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC or as otherwise provided in the LLC Act.
22. Where the LLC is to be wound up, it shall be wound up in accordance with the LLC Act and the contributions of the Members shall be returned at the time and in the manner set out in the LLC Law.
23. This Agreement shall terminate upon the completion of the winding up of the LLC in accordance with the LLC Act.

AMENDMENTS TO AGREEMENT

24. The terms and provisions of this Agreement may be modified or amended at any time and from time to time with the written consent of all of the Members for the time being.

WITHDRAWAL

25. A Member may withdraw from and cease to be a member of the LLC upon the affirmative vote or written consent of at least two-thirds in number of the Members of the LLC or as otherwise provided in the LLC Act.

GOVERNING LAW

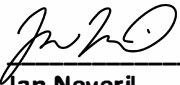
26. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands. **IN WITNESS** whereof this Agreement has been entered into by the Initial Member on the day and year first above written.



Signed By: Carl Astor

Initial Member

We, Compass OFM Limited, acting in our capacity as the registered office provider for EX SOLUTION LLC confirm that this document is certified by us as a true and accurate copy of the original.



Jan Neveril
Director/Authorized Signatory of Compass OFM Limited
18 Forum Lane, Camana Bay, 3rd Floor – Suite 5304
Grand Cayman, Cayman Islands
Phone: +1 345 323 8123

This document was certified on 2 January 2024