**OPERATING AGREEMENT**

**of**

**REAL FAKE LOT LLC**,

an Ohio limited liability company

**Effective Date: February 21, 2022**

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**OPERATING AGREEMENT**

**of**

**REAL FAKE LOT LLC**,

an Ohio limited liability company

This OPERATING AGREEMENT (this “Agreement”) is effective as of the 21st day of February, 2022 (the “Effective Date”) and is by **REAL FAKE DORES LAO, LLC**, a Wyoming DAO limited liability company (“Member”), as to the affairs and the conduct of the business of REAL FAKE LOT LLC, an Ohio limited liability company (“Company”). Member and the Company are sometimes hereinafter collectively referred to as the “Parties” and are sometimes hereinafter individually referred to as a “Party.”

**WITNESSETH:**

WHEREAS, the Member has organized the Company under the laws of the State of Ohio to operate for the purposes and upon the terms and subject to the conditions set forth herein;

WHEREAS, the Member intends that the Company be disregarded as an entity separate from its Member for income tax purposes as provided by Section 301.7701-3(b)(1)(ii) of the Regulations, so that the taxable income of the Company will be reported on the Member’s federal income tax return; and

WHEREAS, the Member desires to enter into this Agreement as the operating agreement of the Company in order to establish certain rules and procedures to govern the conduct of the business and affairs of the Company and certain agreements between itself and the Company.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the Parties, intending to be bound, hereby agree as follows:

# DEFINITIONS.

## Definitions.

As used in this Agreement, the following capitalized terms have the respective meanings set forth below. Other terms defined in this Agreement shall have the meanings respectively ascribed to them.

“Act” means the Ohio Limited Liability Companies Act, set forth in Chapter 1706 of the Ohio Revised Code, as amended from time to time, and the corresponding provisions of any succeeding law. Any reference herein to a certain Section of the Act shall also refer to such Section as amended from time to time, and the corresponding sections of any succeeding law

“Affiliate” means, with respect to any Person, (i) any Person who directly or indirectly controls, is controlled by or is under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, trustee, member, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, member, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes hereof, the terms “controls,” “is controlled by,” and “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Capital Contribution” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any succeeding law.

“Company” means REAL FAKE LOT LLC, a limited liability company formed, operated and governed pursuant to and in accordance with the Act, the Articles, and this Agreement.

“Membership Interest” means a Member’s aggregate rights and interests in the Company, including rights as a Member of the Company under the Act, the Articles, and this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, joint stock company, association, organization, agency, trust, estate, governmental, or quasi-governmental authority, custodian, nominee, or any other individual or entity in its own or any representative capacity.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

# THE COMPANY.

## Organization.

The Company has been organized as an Ohio limited liability company pursuant to the provisions of the Act by the execution and filing of the Articles of Organization (“Articles”) with the Secretary of State of the State of Ohio. Except as otherwise provided in the Articles or this Agreement or as otherwise required by the non-waivable provisions of the Act, the operation, administration, and internal affairs of the Company and the rights and obligations of the Member shall be governed by this Agreement to the extent set forth herein.

## Name.

The name of the Company shall be “REAL FAKE LOT LLC” and all business of the Company shall be conducted in that name or any other or additional name or names that the Member selects from time to time in accordance with applicable law.

## Purposes and Powers.

The Company is formed for the purpose of carrying on any lawful activity permitted under the Act, including, without limitation, holding an ownership interest in any corporation, limited liability company, joint venture, association, or similar arrangement, and selling the assets and dissolving the Company. The Company shall possess and may exercise all the powers and privileges granted to limited liability companies under the Act or this Agreement, together with any powers incidental thereto, including those powers and privileges necessary or convenient to the conduct, promotion, or attainment of the business, purposes, or activities of the Company. Except as expressly restricted by the Articles or this Agreement, the Company shall have the power and authority to take any and all lawful actions, to do all lawful things, and to carry on all lawful business and activities necessary, convenient, desirable, appropriate, or incidental to or for the furtherance of the foregoing purposes and to exercise all other powers, authority, and rights that a limited liability company is entitled to exercise under the Act.

## Principal Office.

The principal office of the Company shall be located at 629 North High Street, 6th Floor, Columbus, Ohio 43215, or at such other location as the Member may from time to time select. The Company may have such additional office or offices within or without the State of Ohio that the Member, on behalf of the Company, selects from time to time.

## Statutory Agent.

The name and address of the agent for service of process on the Company in the State of Ohio is KBHR Statutory Agent Corp., P.O. Box 361715, Columbus, Ohio 43236. The Member for the Company shall have the authority, from time to time, to revoke the appointment of the statutory agent, or to appoint a successor statutory agent in the manner provided in the Act.

## Independent Ventures.

No business opportunities other than those actually engaged in by the Company shall be deemed to be the property of the Company. The Member and its Affiliates shall be absolutely and completely free to pursue, entitled to engage in, and to hold interests in any other business and investment activity and venture of any type (including, without limitation, any activity or venture which may be competitive with or have an effect on the business of the Company or which is of a character consistent with the purpose of the Company), without having or incurring any obligation to offer any interest in such activity or venture to the Company. The Company shall not, solely by virtue of the existence of the Company or this Agreement, have any right to participate in or to obtain any interest in or to any other business or investment activities or ventures of any kind in which the Member, or any Affiliate thereof, participates, or in any way derives income or other benefits. The provisions of this Section 2.7 are a material part of the consideration for the Parties entering into this Agreement, and are intended by the Parties to be a waiver of and to eliminate any right or claim by the Company to participate in any such activities or ventures, whether under any “business opportunity,” “fiduciary duty,” or other similar or related doctrine or otherwise.

# MEMBER, CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND MEMBERSHIP INTERESTS.

## Member.

The name, address, taxpayer identification number, amount, and type of initial Capital Contribution of the Member is set forth on Schedule I hereto, as from time to time amended in accordance with the terms hereof.

## Initial Capital Contributions.

Each Member admitted to the Company after the Effective Date shall make a Capital Contribution to the Company in the amount and form required to be made by such Member in accordance with such Member’s subscription or contribution agreement, and the Company shall have the authority to amend Schedule I to reflect such admission, and such Capital Contribution.

## No Additional Capital Contributions.

Except with its written consent, no Member shall be required to make any additional Capital Contributions to the Company beyond such Member’s initial Capital Contribution.

## Loans by Member.

The Member may, but shall not be obligated to, loan or advance funds or guarantee loans to the Company upon terms and conditions deemed commercially reasonable by the Member. Such loans may be evidenced by the Company’s promissory notes. In making such loans or advances, the Member shall be treated as a creditor of the Company and not as a Member. Any such loan or advance shall constitute a loan from the Member to the Company, and shall in no event be deemed to constitute a Capital Contribution.

## No Reliance by Creditors.

Notwithstanding anything herein to the contrary, no creditor of the Company shall be entitled to enforce the obligations of the Member under this Article 3 to make Capital Contributions to the Company.

## Issuance of Additional Membership Interests.

Except as otherwise provided in this Article 3 hereof, the Company shall not issue any additional Membership Interests, and no Person shall be admitted to the Company as a Member, without the consent of the Member.

# MANAGEMENT.

## Management Generally.

Except as otherwise expressly provided in this Agreement or as required by non-waivable provisions of the Act, the management and control of the Company shall be vested exclusively in the Member. All actions authorized and approved by the Member pursuant to its authority hereunder shall be deemed to be authorized and approved by or on behalf of the Company.

## Power and Authority of the Member.

Except to the extent otherwise provided in this Agreement or required by the non-waivable provisions of the Act, the Member shall have the full and exclusive right, power, authority, discretion, and responsibility to manage, control, administer, direct, and operate the business and affairs of the Company and to make all decisions and to take all actions for and on behalf of the Company necessary, convenient, desirable, appropriate, or incidental in or to the furtherance of the purposes, business and objectives of the Company.

## Duties, Obligations and Liability of Member.

### The Member shall take all actions that are necessary or appropriate (i) for the continuation of the Company’s valid existence as a limited liability company under the laws of the State of Ohio and of each other jurisdiction in which licensing, qualification, or registration as a foreign limited liability company is necessary to enable the Company to conduct its business, and (ii) for the accomplishment of the Company’s purposes, in accordance with the provisions of this Agreement and the Act.

### The Member shall devote such time, attention, and resources to the conduct and management of the business and affairs of the Company as shall be reasonably necessary and appropriate to perform its duties hereunder and to carry out the business and purposes of the Company, but the Member shall not be required to devote its full time to the performance of such duties.

### The Member shall perform its duties as a member in good faith, in a manner it reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

### In performing duties or exercising authority, the Member is entitled to rely on information, opinions, reports, or statements, including, but not limited to, financial statements and other financial data, that are prepared or presented by (i) one or more officers or employees of the Company who the Member reasonably believes are reliable and competent in the matters prepared or presented, and (ii) counsel, public accountants, or other Persons as to matters that the Member reasonably believes are within the Person’s professional or expert competence. Except as otherwise provided under the non-waivable provisions of the Act, any action performed or omitted by the Member on advice of counsel to the Company shall be conclusively deemed to have been performed or omitted in good faith.

### In discharging the Member’s duties, the Member may consider such factors as the Member deems relevant, including, without limitation, the long-term prospects and interests of the Company, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the Company, the communities, and society in which the Company operates, and the economy of the state and the nation.

### To the fullest extent permitted by law, the Member shall not be personally liable to satisfy any debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being the Member. The failure of the Company to observe any formalities or requirements relating to exercise of its powers or its management shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

### Except as otherwise provided in this Agreement or required by the non-waivable provisions of the Act, the Member shall not be personally liable for monetary damages to the Company or any other Person for any statement, vote, decision, or failure to act regarding management or policy decisions by the Member, unless:

#### The Member breached or failed to perform the duties as a Member; and

* 1. The Member’s breach of, or failure to perform, those duties constitutes any of the following:
     1. A violation of the criminal law, unless the Member had a reasonable cause to believe its conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Member in any criminal proceeding for a violation of the criminal law estops that Member from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law, but does not estop the Member from establishing that it had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;
     2. A transaction from which the Member derived an improper personal benefit, either directly or indirectly; provided, however, that the Member is deemed not to have derived an improper personal benefit from any transaction if the transaction and the nature of any personal benefit derived by the Member are not prohibited by state or federal law or the Articles or this Agreement and, without further limitation, the transaction was fair and reasonable to the Company at the time it was authorized by the Member, notwithstanding that the Member received a personal benefit;
     3. A distribution in violation of Section 1706.29 of the Act;
     4. In a proceeding by or in the right of the Company to procure a judgment in its favor or by or in the right of a Member, conscious disregard of the best interest of the Company, or willful misconduct; or
     5. In a proceeding by or in the right of someone other than the Company or a Member, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. For the purposes of this paragraph, the term “recklessness” means acting, or failing to act, in conscious disregard of a risk known, or so obvious that it should have been known, to the Member, and known to the Member, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or failure to act

1. Notwithstanding any provision in the Agreement to the contrary, to the fullest extent permitted by law, the Member shall not be liable, accountable, or responsible, in damages or otherwise, to the Company or any other Person for any action, decision, or omission by the Member in this Agreement, unless such action, decision, or omission was due to fraud, bad faith, or willful misconduct by the Member.

## Officers.

The Member may appoint such other officers and assistant officers as it may from time to time deem necessary or appropriate for the management of the Company. Any officers so appointed shall have such authority and perform such duties as the Member may, from time to time, assign to them; provided, however, that the power and authority of the officers cannot be any broader than the power of and authority of the Member as provided hereunder. The Member may assign titles to particular offices. Unless the Member decides otherwise, if the title given an officer is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation to such officer the authority and duties that are commonly associated with that office. Any number of offices may be held by the same Person. Each officer of the Company shall hold office at the pleasure of the Member until his successor has been appointed and qualified or until his earlier death, resignation or removal. No officer needs to be a Member. The Member shall be empowered to fill all vacancies in office and to remove officers at any time with or without cause. The Member shall from time to time fix the salaries and other compensation, if any, of the officers of the Company.

## Reimbursement.

The Member is specifically authorized to reimburse, out of Company funds, himself or any officer, employee, or agent of the Company (and their Affiliates) for any and all reasonable out-of-pocket costs and expenses incurred by any such Person in connection with the organization, formation or management of the Company.

## Transactions with Affiliates.

The Member, on behalf of the Company, is permitted in its sole discretion to employ, retain, transact business, or enter into contracts with or otherwise deal with any Person, notwithstanding that such Person is a Member, is an Affiliate of the Company or the Member, is otherwise employed or retained by, has a financial interest in, or has some other business relationship with the Company or the Member, provided that, in the sole discretion of the Member, such dealings are on commercially reasonable terms to the Company.

## Right to Rely on Member.

### Any Person (other than a Member) dealing with the Company may conclusively rely (without duty of further inquiry) upon a certificate signed by the Member as to (i) the identity of the Member of the Company, (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Member or are in any other manner germane to the affairs of the Company, (iii) the Person or Persons who are authorized to execute and deliver any contract, instrument, or document of the Company, (iv) the authenticity of any copy of the Articles or this Agreement, and any amendments thereto or hereto, and (v) any action, decision, or omission by the Company or any other matter whatsoever involving the Company, or the Member.

### Any Person dealing with the Company, other than a Member, may conclusively rely on the authority of the Member or any officer in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement, unless the Member or such officer has in fact no authority to act for the Company in the particular matter and the Person with whom it is dealing has knowledge of the fact that the Member or such officer does not have that authority.

### The signature of the Member shall be necessary and sufficient to convey title to any property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and the Member agrees that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agrees that the signature of the Member shall be sufficient to execute any documents necessary to effectuate this or any other provision of this Agreement.

## Indemnification.

To the fullest extent permitted by the Ohio Act and other Applicable Law, as the same now exists or may hereafter be amended (provided, in the case of any such amendment, only to the extent that such amendment provides the Member and any officer of the Company (each, a “Covered Person”) with broader indemnification rights), (a) the Company shall indemnify and hold harmless each Covered Person, and may, in the discretion of the Member, indemnify and hold harmless any other employee or agent of the Company (each Covered Person and any such other employee or agent, an “Indemnitee”), from and against any and all losses, claims, damages, judgments, fines, liabilities, costs, or expenses (including reasonable legal fees and related defense costs) incurred or suffered by an Indemnitee in connection with any act or omission (whether or not constituting negligence or gross negligence) on behalf of the Company, other than a bad faith violation of the implied covenant of good faith and fair dealing, and (b) the Company shall pay in advance or reimburse any costs or expenses (including reasonable legal fees and related defense costs) of an Indemnitee with respect to the defense of any claim, action, suit, or proceeding with respect to which such Indemnitee may be indemnified by the Company prior to the final disposition thereof, provided that such Indemnitee agrees to promptly reimburse the Company for any reimbursed or advanced expenses if it is judicially determined that such Indemnitee is not entitled to the indemnification provided by this Section 4.8. The Company may purchase insurance or other protection with respect to its indemnification rights and obligations.

# LIABILITY.

## Limited Liability of the Member.

### Except as otherwise provided in this Agreement or required by the non-waivable provisions of the Act, (i) the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, are solely the debts, obligations, and liabilities of the Company and not of the Member, and (ii) the Member shall not be personally liable to satisfy any judgment, decree or order of a court for, or shall be personally liable to satisfy in any other manner, any of the debts, liabilities or obligations of the Company, or any of the losses thereof, solely by reason of being the Member of the Company.

### Except as otherwise expressly provided to the contrary herein, the Member, acting pursuant to the Articles or this Agreement, shall not be liable to the Company or to any other Person for the Member’s good faith reliance on the provisions of the Articles or this Agreement

### The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business and affairs under any provision of this Agreement or the Act shall not be grounds for imposing personal liability on the Member for any debt, obligation or liability of the Company.

# DISSOLUTION AND WINDING UP.

## Winding Up and Liquidation.

### Upon the occurrence of any event that causes the dissolution of the Company (a “Dissolution Event”), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating assets, and satisfying the claims of its creditors and Member. Neither the Company nor the Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company’s business and affairs. One or more liquidating trustees (who may be the Member) shall be responsible for overseeing the winding up and liquidation of the Company and shall cause the Company to pay, satisfy, discharge, or make provision for payment out of Company funds for all debts, liabilities, and obligations of the Company, actual or contingent, and all expenses of liquidation. A liquidating trustee may (in the sole discretion of the Member and subject to applicable laws) receive compensation for any services performed pursuant to this Article 6. The Company’s affairs shall be wound up and the Company’s property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

#### First, to the extent permitted by law, to the creditors of the Company, including a Member that is a creditor, in payment and satisfaction of all the debts, liabilities, and obligations of the Company (other than liabilities for distributions to the Member);

#### Second, except as otherwise provided in this Agreement, to the Member and any former Member in satisfaction of liabilities for distributions to such Persons; and

#### The balance, if any, to the Member.

### For purposes of the liquidation of Company assets, the discharge of its liabilities and the distribution of the remaining funds and/or assets to the Member as above described, the trustee shall have the authority on behalf of the Company to sell, convey, exchange, or otherwise transfer the assets of the Company on such terms and conditions as it determines appropriate, subject to the terms of this Agreement. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liability to creditors such as to enable the Member to minimize losses during the liquidation period, and the trustee is authorized to continue the business of the Company, in its discretion for such time as is necessary to maximize its value as a going concern for eventual sale. Any return of all or any portion of the Capital Contributions by the Member to the capital of the Company shall be made solely from or out of Company assets.

### Notwithstanding the provisions of Section 6.1(a), the trustee shall have the right, in its reasonable discretion, to retain such amount as it deems necessary as a reserve for any contingent liability or obligations of the Company, which reserves, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Section 6.1.

## Notice of Dissolution, Final Accounting.

In the event a Dissolution Event occurs, the trustee shall provide written notice thereof to each known creditor of and claimant against the Company, and each other party with whom the Company regularly conducts business (as determined in the discretion of the Member). Within ninety (90) days after the occurrence of a Dissolution Event, the trustee shall provide a statement to the Member setting forth the assets and liabilities of the Company. Upon dissolution of the Company, a final statement shall be prepared by the trustee setting forth the assets and liabilities of the Company and the distribution of cash or property of the Company as prescribed above, and a copy of such statement shall be furnished to the Member within ninety (90) days after completion of winding up of Company business.

## Certificate of Dissolution.

If the Company is dissolved, then the Member shall promptly file Articles of Dissolution with the Secretary of State of the State of Ohio in the form and within the time required by the Act.

# MISCELLANEOUS.

## Amendments.

This Agreement may only be amended or modified upon the consent of the Member.

## Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to any conflict of laws, rule or principle that might refer the governance or the construction of this Agreement under the laws of another jurisdiction.

## Notices.

Except as otherwise expressly set forth in this Agreement, all notices, demands, requests, approvals, consents, waivers, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) upon receipt, if delivered personally or if transmitted by facsimile transmission (if transmission is confirmed in writing), (b) one business day after being delivered to a reputable overnight courier service, if properly marked for next day delivery, and (c) three (3) business days after being mailed if sent by registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

### If to the Company, to the address set forth in Section 2.4 hereof or such other address as the Company shall have notified the Member.

### If to a Member, to the address of such Member as set forth on the books and records of the Company.

## Binding Effect.

Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Company and the Member and their respective heirs, legatees, legal representatives, successors, permitted assigns, and transferees.

## Headings.

Section and other headings contained in this Agreement are for convenience of reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

## Severability.

Each provision of this Agreement is intended to be severable from each other provision, so that if any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect.

## Arbitration.

In the event of any dispute under this Agreement, such dispute shall be settled by arbitration in Columbus, Ohio in accordance with the then prevailing rules of the American Arbitration Association for commercial disputes, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have the power only to interpret and apply this Agreement, and shall have no power to alter or modify any express provisions of this Agreement or to make any award which by its terms effects any such alteration or modification.

## Specific Performance.

The Member and the Company agree that each would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, the Member and Company agree that, in addition to any other remedy to which the nonbreaching party may be entitled, at law or in equity, the nonbreaching party shall be entitled to temporary, preliminary and/or permanent injunctive relief to prevent actual or threatened breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof.

## Rights and Remedies Cumulative.

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

## Effect of Waiver or Consent.

A waiver or consent, express or implied, of or to any breach or default by any Person in the performance by that Person of his obligations hereunder is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder. Failure on the part of any Person to seek redress for any violation of or to insist upon strict adherence to any term or condition of this Agreement or to declare any Person in default, irrespective of how long such failure continues, does not constitute a waiver by that Person of his rights with respect to that or any subsequent breach or default.

## No Third Party Beneficiaries.

This Agreement is entered into by the Member for the exclusive benefit of the Company and the Member and their successors and permitted assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable law, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any Capital Contribution or otherwise.

## Entire Agreement.

Except as otherwise provided herein, this Agreement constitutes the entire agreement and understanding of the Member and the Company relating to affairs of the Company and the conduct of its business and supersedes all prior agreements and understandings, whether oral or written, with respect thereto.

## Counterparts.

This Agreement may be executed in any number of counterparts, including counterparts signed by less than all of the parties hereto, each of which shall be deemed an original and all of which, when taken together shall constitute one and the same agreement.

*[remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**COMPANY:**

**REAL FAKE LOT LLC**,

an Ohio limited liability company

By:

Name:

Title: Authorized Representative

**SOLE MEMBER:**

**REAL FAKE DORES LAO LLC**,

a Wyoming DAO limited liability company,

By:

Name:

Title: Authorized Representative

**Schedule I**

as of February 21, 2022

|  |  |  |
| --- | --- | --- |
| **Name, Address, and Taxpayer**  **ID of Member** |  | **Initial Capital Contribution** |
| REAL FAKE DORES LAO LLC  Street Address  City State Zip  EIN: |  | Cash - $100.00 |