

**OPERATING AGREEMENT OF  
INTERMARKET ASSOCIATES, LLC,  
A WYOMING LIMITED LIABILITY COMPANY**

In accordance with Chapter 29 of Title 17 of the Wyoming Statutes and subject to the Articles of Organization, filed or to be filed with the Wyoming Secretary of State, the members of INTERMARKET ASSOCIATES, LLC, listed on the signature page hereinbelow, make the following agreement on this 12<sup>th</sup> day of February 2018, regarding the conduct of the business and affairs of **INTERMARKET ASSOCIATES, LLC**, a Wyoming limited liability company (the “Company”):

**RECITALS**

A. Having formed the Company pursuant to the laws of the State of Wyoming, the Members desire to establish their respective rights and obligations in connection with the operation and governance of the Company;

B. In consideration of the mutual covenants and provisions contained in this Operating Agreement, the Members agree as follows:

**ARTICLE 1.**  
**DEFINITION OF TERMS**

1.01. When used in this Agreement, the following terms have the meanings set forth here:

- (a) “Act” means the Wyoming Limited Liability Company Act, at Chapter 29 of Title 17 of the Wyoming Statutes, and as amended from time to time.
- (b) “Agreement” means this operating agreement, as originally executed and as amended from time to time.
- (c) “Available Cash” of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as contributions to the capital of the Company by the members and cash funds obtained from loans to the Company), after (1) payment of all operating expenses of the Company as of such time, (2) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, and (3) provision for a working capital reserve, as defined below.
- (d) “Bankruptcy” means, and a Member is deemed a “Bankrupt Member” on, (1) the entry of a decree or order for relief against the Member by a court of competent jurisdiction in any involuntary case brought against the Member under any bankruptcy, insolvency, or similar law (“Debtor Relief Laws”) that generally affect the rights of creditors and relief of debtors; (2) the appointment of a receiver, liquidator, assignee, custodian, conservator, trustee or similar agent under Debtor Relief Laws for the Member or for any substantial portion of the Member’s assets; (3) the issuance of an order for the winding up and/or liquidation of the Member’s affairs; (4) the filing of a petition in any involuntary bankruptcy case that remains undismissed or suspended under any applicable Debtor Relief Laws; (5) the commencement by a Member of voluntary case under any applicable Debtor Relief Law; (6) the written admission of a Member that the Member is unable to pay the Member’s debts as they become due; (7) the consent by any Member to the entry of an order for relief in any involuntary case, or to the appointment of (or the taking of possession by) a receiver, liquidator, assignee, custodian, conservator, trustee or similar agent under Debtor Relief Law for the Member or for any substantial portion of the Member’s assets; or (8) the making by a Member of any general assignment

for the benefit of creditors.

(e) “Capital account” means the individual accounts established and maintained pursuant to Paragraph 3.04.

(f) “Capital contribution” means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each member, as shown in Exhibit A, as the same may be amended from time to time.

(g) “Articles” means the Articles of Organization for the Company as originally filed with the Wyoming Secretary of State, and as amended from time to time.

(h) [Intentionally omitted.]

(i) “Company” means INTERMARKET ASSOCIATES, LLC, a Wyoming limited liability company.

(j) “Entity” means any association, corporation, general partnership, limited partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, and foreign association of like structure.

(k) “Interest” in the Company means the entire ownership interest of a Member in the Company at any particular time, including the right of the member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of the member to comply with all of the terms and provisions of this Agreement.

(l) “Manager” means an individual appointed by consent of all Members and having the authority as set forth in this Agreement.

(m) “Member” means each person who is an original signatory to the Agreement and has been admitted to the Company as a Member, or who is an assignee that has been admitted to the Company as a Member that has not resigned, withdrawn, or been dissolved.

(n) “Percentage interests” of a Member means the percentage of the member set forth opposite the name of the Member in Exhibit A attached to this Agreement, as the percentage may be adjusted from time to time pursuant to the terms of this Agreement.

(o) “Principal office” means the office of the agent of this Company as shown in its Articles.

(p) “Pro Rata Part” means the proportion that a percentage interest of a Member bears to the aggregate interest in the Company of all Members.

(q) “Share” refers to an interest in the Company representing a contribution to capital. Whenever reference is made to “percentage interest,” a share may be converted into the same by dividing a Member’s number of shares by the total of all shares outstanding.

(r) “Substitute Member” means any individual or Entity that is admitted into membership on the written consent of all Members in accordance with Paragraph 3.11.

(s) “Tax Matters Member” means the Member chosen pursuant to Article 17.02 herein below.

## ARTICLE 2. ORGANIZATION OF COMPANY

**2.01. Formation of Company.** The Members have formed a limited liability company under the Act by properly executing and filing the Articles and executing this Agreement. The rights, duties, and liabilities of the Members and the Managers are determined pursuant to the Act, the Articles, and this Agreement.

**2.02. Company Name.** The name of the Company is INTERMARKET ASSOCIATES, LLC. The Company will transact business under that name. However, the Managers may conduct business under another name if the Managers think it advisable, provided that the Managers comply with the Act and any other applicable laws, and file any necessary amendments to the Articles.

**2.03. Company Purpose:** The purpose of the Company is to engage in any lawful business in any part of the world as permitted by the Act.

**2.04. Duration of Company and Agreement.** The duration of the Company and this Agreement is indefinite. If by operation of law that the duration must be specified, then the duration of the Company and this Agreement is thirty (30) years from and after the filing of the Articles. Said duration is subject to the Company dissolving earlier pursuant to Article 26.

## **ARTICLE 3.** **MEMBERS AND MEMBERSHIP INTERESTS**

**3.01. The Members.** The initial Members of the Company, and the respective Class in which each Member is classified, are identified and stated in Exhibit “A” attached hereto and incorporated herein by this reference.

**3.01A. Voting Rights of the Members.** The voting rights of the Members are stated in Article 17.

**3.01B. Powers and Classes of the Members.** The following classes or groups of members shall have the following relative rights, powers, preferences, and limitations:

- (i) Members in **Class A** shall have all and full rights and privileges as allowed under the Act and this Operating Agreement.
- (ii) Members in **Class B** are Members with minority interests in the Company, and are only entitled to their membership in the Company so long as they are employed or retained by the Company. Upon the termination of services (whether as employees, consultants, or independent contractors, or any other capacity) of any such Class B Members with the Company, and with such termination caused by any reason whatsoever, said terminated Class B Member shall be deemed to have withdrawn from the Company. Such Class B Members shall have no authority or power to take part in the management, control, conduct and/or operation of the Company, and shall have no right to vote thereon. The Class A Members shall have the right to act on whether to permit said withdrawn Class B Member to rejoin the Company, and all conditions, rights, and privileges related thereto.

(iii) *Additional Classes of Members.* In the future, there may be created, in the manner provided in this Operating Agreement or under the Act, additional classes of members having such relative rights, powers, preferences, and limitations as may from time to time be established pursuant to this Operating Agreement, including rights, powers, preferences, limitations, and duties senior to existing classes of members. This Operating Agreement may grant to or withhold from all or one or more classes of members the right to vote upon any matter on the basis of capital contributions, capital commitments, or capital accounts or on a per capita, class, or other basis.

**3.02. Future Contributions.** No Member is required to make any capital contribution to the Company other than the capital contribution required to be made under Paragraph 3.01 without the Member's prior written consent. To the extent authorized by a majority in interest of the Members, subsequent contributions must be in amounts and may be in any type of property as is agreed on by all of the Managers. If subsequent contributions are authorized, Member may make additional Capital Contributions on a pro rata basis in accordance with the Member's Capital Account.

**3.03. Member Loans or Services.** Loans or services by any Member to the Company may not be considered to be contribution to the capital of the Company.

**3.04. Capital and Capital Accounts.** (a) The initial Capital Contribution, if any, of each Member is as set forth in Exhibit A. No interest may be paid on any Capital Contribution.

(b) Except as provided in this Article 3.04 or elsewhere in this Agreement, no Member shall have any obligations to make any contribution to the Company.

(c) *Capital Accounts.* Each Member shall have a single capital account (its "Capital Account"), which shall be (i) increased by the amount of cash and the fair market value of any property (net of liabilities assumed by the Company and liabilities to which the property is subject) that Member contributes to the Company, plus all items of income and gain of the Company allocated to that Member, (ii) decreased by the amount of distributions the Company makes to that Member of cash or other property (net of liabilities assumed by that Member and liabilities to which the property is subject), plus all items of loss and deduction of the Company allocated to that Member.

(d) *Allocations.* All items of income, gain, loss, deduction and credit of the Company shall be allocated to the Members for accounting and tax purposes pro rata according to their Percentages; provided, however, and to the extent possible, that any allocations pursuant to this Agreement shall comply with or be consistent with the qualified income offset requirements of United States Treasury Regulation § 1.704-1(b)(2)(d) and the nonrecourse deduction or minimum gain chargeback requirements of United States Treasury Regulation § 1.704-2.

(e) The Members intend that the Company be treated as a partnership for tax purposes and as allowed under any governing or applicable laws.

(f) The Tax Matters Member or his/her designee shall be the "tax matters partner" for purposes of and shall cause to be prepared and shall sign all returns of the Company, make any election which is available to the Company, and monitor any governmental tax authority in any audit that the authority may conduct of the Company's books and records or other documents. Each Member shall take all actions required to cause said Tax Matters Member to be (and continue as) the tax matters partner and, if requested by the tax matters partner, to otherwise authorize and appoint the tax matters partner as that party with the sole authority to handle all tax matters of the Company. Each Member agrees to execute, certify, deliver, file and record at appropriate public offices or deliver to the tax matters partner such documents as may be requested by the tax matters partner to facilitate the handling of any tax matter as the tax matters partner deems necessary.

(g) After the end of each fiscal year of the Company, said Tax Matters Member shall cause to be prepared and transmitted to each Member, as promptly as possible, and in any event by the end of the third month following the close of the fiscal year, any financial disclosures or reports required for any Member's tax reporting obligations.

(h) [Intentionally omitted.]

(i) *Distributions.* The Members may cause the Company to distribute to the Members cash available after servicing all Company debts, liabilities and obligations then payable and provision of reasonable reserves for expenses and contingencies, which distributions shall be made to the Members pro rata according to their Percentages.

(j) No Member has the right to withdraw his or her capital contribution or to demand and receive property of the Company or any distribution in return for his or her Capital Contribution, except as may be specifically provided in this Agreement or required by law. No Member may receive out of Company property any part of his, her, or its capital contribution until (1) all liabilities of the Company, except liabilities to Members on account of their loans, have been paid or sufficient Company property remains to pay them, and (2) all Members consent, unless the return of the contribution to capital is rightfully demanded as provided in the Act.

(k) Subject to the provisions of subparagraph 3.04(j) above, a Member may rightfully demand the return of his or her or its Capital Contribution (1) on the dissolution of the Company, or (2) as may otherwise be provided in the Act. A member may demand and receive only cash in return for the Member's Capital Contribution.

**3.05. Admission of Additional Capital.** Additional capital may be contributed to the Company, but only on the written consent of all Members.

**3.06. Admission of Additional Members.** The Members may admit to the Company additional members to participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by all of the Members, and the spouse of the prospective new Member shall be required to execute the appended spousal consent. Admission of any additional Member requires the written consent of all members then having any interest in the Company. Any additional Members are allocated gain, loss, income, or expense by the method provided in this Agreement.

**3.07. Limitation on Liability.** No Member is liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation, or liability of the Company, except as provided by law. No Member is required to loan any funds to the Company. No Member, or any of its officers, directors, shareholders, officers, constituent partners, managers, trustees, representatives, agents or employees, shall be liable to the Company or to any of the other Members for any action taken (or any failure to act) by it in good faith on behalf of the Company and reasonably believed by it to be authorized or within the scope of its authority, unless that action (or failure to act) constitutes fraud, gross negligence, bad faith or willful misconduct, and then only to the extent otherwise provided by law.

**3.08. No Individual Authority:** Unless expressly provided in this Agreement, no Member, acting alone, has any authority to act for, or to undertake or assume, any obligation, debt, or responsibility on behalf of, any other Member of the Company.

**3.09. No Member Responsible for Other Members' Commitment.** In the event that a Member (or a Member's shareholders, partners, members, owners, or affiliates) has incurred any indebtedness or obligation before the date of this Agreement that relates to or otherwise affects the Company, neither the Company nor any other Member has any liability or responsibility with respect to the indebtedness or obligation unless the indebtedness or obligation is assumed by the Company pursuant to a written instrument signed by all Members. Furthermore, neither the Company nor any Member is responsible or liable for any indebtedness or obligation that is subsequently incurred by any other Member (or a Member's shareholder, partners, members, owners, or affiliates). In the event that a Member (or a Members' shareholder, partners, members, owners, or affiliates; collectively called the "liable Member"), whether before or after the date of this Agreement, incurs (or has incurred) any debt or obligation that neither the Company nor any of the other Members is to have any responsibility or liability for, the liable Member must indemnify and hold harmless the Company and the other Members from any liability or obligation they may incur in respect of the debt or obligation.

**3.10. Transfer and Assignment of Membership Interests.** No Member may assign, convey, sell, encumber, or in any way alienate all or any part of his or her interest in the Company as a Member without the prior written consent of all the Class A Members, which consent may be given or

withheld, conditioned or delayed (as allowed by this Agreement or the Act), as said remaining Members may determine in their sole discretion. Transfers in violation of this section are effective only to the extent set forth in Subparagraph 3.13(b), below. In any event, an assignment of a membership interest does not dissolve the Company or entitle the assignee to participate in the management and affairs of the Company or to become or to exercise any rights or powers of a Member, and said assigning or transferring Member shall cease to be a Member.

**3.11. Further Restrictions on Membership Transfers.** No Member may assign, convey, sell, encumber, or in any way alienate all or any part of his or her interest in the Company (1) without registration under any applicable or governing laws, or unless he or she delivers an opinion of counsel satisfactory to the Company that registration under those laws is not required; or (2) if the interest to be sold or exchanged, when added to the total of all other sold or exchanged in the preceding Twelve (12) consecutive months prior to that time, would result in the termination of the Company under any governing or applicable laws.

**3.12. Substitute Members.** A transferee may become a Substitute Member if (1) the requirements of Subsections 3.10 and 3.11, above, are met; (2) the person executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Agreement; and (3) the person pays all reasonable expenses in connection with his or her admission as a remaining Member.

**3.13. Effect of Transfer.** (a) Any permitted transfer of all or any portion of a Member's interest in the company takes effect on the first day of the month following receipt by the Members of written notice of transfer. Any transferee of an interest in the company takes subject to the restrictions on transfer imposed by this Agreement.

(b) A person to which all or any part of a Member's Interest is transferred in violation of this Agreement, or that succeeds to all or part of the Interest of a Member due to the death, divorce or incapacity of a Member who is an individual, or due to the liquidation of a Member that is an Entity, or on the bankruptcy of a Member, (a) is entitled to share in the Company's profits and losses, and to receive distributions and allocations of Company income, gain, loss or credit, to the same extent as the predecessor Member to the extent of the Interest and (b) if but only if the Managing Member(s) consents in writing in its/their sole discretion (or if the Managing Member's Interest is affected, the Required Members consent in writing in their sole discretion) and the Person receiving the Interest agrees in writing to be bound by the provisions of this Agreement as a Member and notifies the other Members of its address for notices under this Agreement, shall be admitted to the Company as a member.

**3.14. Withdrawal of Member.** A Member may withdraw or resign from the Company only in accordance with the Act, and upon not less than Thirty (30) days' prior written notice to each Member at his or her address on the books of the Company. Except as otherwise provided in this Paragraph, upon the effective date of said resignation, any resigning Member is entitled to receive any distribution to which he or she is entitled under this Agreement. If not otherwise provided in this Agreement, a resigning Member shall also be entitled to receive within a reasonable time after resignation the fair value of his or her Membership interest as of the effective date of resignation.

## ARTICLE 4. POWER TO AMEND AGREEMENT

**4.01.** The power to adopt, alter, amend, or repeal this Agreement is vested entirely in the Members of

the Company. All such amendments to this Agreement must be in writing and signed by all of the Members entitled to vote thereon; provided, however, that an amendment adversely affecting a Class A Member's distributions, allocations, obligations to make contributions to the Company or rights to consent or approve is effective against that Class A Member only if said Member agrees in writing.

## ARTICLE 5.

### MANAGEMENT RIGHTS IN MANAGERS

#### TO CONDUCT COMPANY AFFAIRS

**5.01.** (a) Unless otherwise limited in this Agreement or by the Act and the Articles, the right to exercise the powers of the Company and to manage the business and affairs of the Company is vested entirely in the Managers.

(b) Subject to the Act and other provisions of this Agreement, the Manager(s): (i) shall have the right to, and shall be fully responsible for, the management and control over the business of the Company; (ii) shall make all decisions affecting the business of the Company, except to the extent that this Agreement or non-waivable provisions of the Act require the consent or approval of some or all other Members; and (iii) shall have all rights, powers and authority generally conferred by the Act on a member of a limited liability company managed by its members or as otherwise provided by law or necessary, advisable or consistent with accomplishing the purposes of the Company.

(c) Without limiting the other provisions of Section 4.1, the Manager(s) *has the power:*

- (i) to protect and preserve the title to and the interest of the Company in all of its property and assets, real, personal and mixed;
- (ii) to invest money and assets on behalf of the Company;
- (iii) to pay all expenses incurred in the operation of the Company and all taxes, assessments, rents and other impositions applicable to the Company or any part thereof;
- (iv) to sign deeds, notes, contracts and other instruments in the name and on behalf of the Company; or

(v) to make all filings with governmental authorities, including tax returns.

(d) Notwithstanding any other provision of this Agreement to the contrary, the Manager(s) may do any of the following only with the prior written consent of all other Members:

- (i) do any act in contravention of this Agreement or the Articles; or
- (ii) knowingly do any act that would subject any Member to liability for the obligations of the Company in any jurisdiction; or
- (iii) knowingly do any act that would cause the Company to be treated as an association taxable as, or otherwise taxed as, a corporation for federal income tax purposes unless at the time it already is so taxed; or
- (iv) to employ from time to time, at the expense of the Company, consultants, accountants and attorneys; or
- (v) to assume any and all overall duties imposed on any Member of this Company by the Act; or
- (vi) formation or acquisition of subsidiaries and entering into partnerships, limited liability company agreements, and joint ventures; or
- (vii) incurring: (1) any indebtedness (other than trade payables incurred in the ordinary course of business) or lease, guaranty, indemnification or suretyship obligations; or
- (2) any indebtedness to a Member or an affiliate of a Member; or
- (viii) approval of: (1) the merger, formation, acquisition, or consolidation of the Company with or into another Entity; (2) the sale, exchange, or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan; or (3) the reorganization of the Company pursuant to an event

of bankruptcy. In such events, all such new, surviving, or acquired Entities shall be held in equity interests consistent with the Members' Interests in this Company; or

- (ix) paying a distribution of the Company's moneys or other assets to any Member prior to dissolution and termination of the Company; or
- (x) entry into any business other than those permitted under this Agreement; or
- (xi) amending this Sub-paragraph (d) of this Agreement.

(e) The Member(s) possess the exclusive power to appoint the Manager(s) and to remove the Manager(s) at any time with or without cause pursuant to Articles 6 and 7 below. Without contravening the Act or this Agreement, the Member(s) may delegate to the Manager(s) such powers and duties as the Member(s) may deem appropriate and subsequently revoke or modify those powers and duties.

## **ARTICLE 6.**

### **ELECTION OF MANAGERS**

**6.01** (a) Until and unless later modified by the Members, the sole initial Member shall serve as the Manager of the Company.

(b) Managers are elected at each annual meeting of Members or at a special meeting called for the purpose of electing Managers. Managers may also be designated by the unanimous written consent of the Members.

(c) The term of service for Managers is one year, unless extended by the Member(s).

## **ARTICLE 7.**

### **REMOVAL OF MANAGERS**

**7.01**. (a) The Members may remove a Manager before the expiration of the Manager's term specified in this Agreement if the Manager acts outside the scope of the Manager's authority.

(b) By agreement or resolution of the Members called expressly for the purpose, a Manager may be removed for any reason, with or without cause.

## **ARTICLE 8.**

### **QUORUM OF MANAGERS**

**8.01**. If there are more than one Manager: at all meetings of the Managers, a majority of the Managers must be present to constitute a quorum for the transaction of business.

## **ARTICLE 9.**

### **ACTION BY MANAGERS**

**9.01**. If there are more than one Manager: an act of the Managers is effective if more than a majority of the Managers vote approval of the act at a meeting at which a quorum of Managers is present.

## **ARTICLE 10.**

### **REGULAR MEETINGS OF MANAGERS**

**10.01**. Regular meetings of the Managers are held at the principal office of the company. The Managers are authorized to designate, from time to time, a place or places other than that specified above as the place for regular meetings of the Managers. Regular meetings of the Managers must be held immediately following the annual meeting of the Members, and/or at other times as the Managers may determine. Written notice of the time and place of regular meetings must be delivered personally to the Managers or sent to each Manager by regular mail or email at each

Manager's address as shown on the records of the Company with ten (10) calendar days notice. In cases in which the notice is mailed, it must be deposited or posted in the mail, said notice is extended by an additional seven (7) calendar days.

## ARTICLE 11.

### **SPECIAL MEETINGS OF MANAGERS**

11.01. Special meetings called by action of the Managers are held at the place designated by the Managers. Written notice of the time and place of special meetings must be delivered consistent with the notice requirements in Article 10.

## ARTICLE 12.

### **NOTICE OF PURPOSE OF MANAGERS' MEETINGS**

12.01. Notice of any meetings or special meetings of the Managers must specify in writing the purpose of the meeting or the business to be transacted at the meeting, in addition to the date, time, and place of the meeting.

## ARTICLE 13.

### **COMPENSATION OF MANAGERS**

13.01. Members have the exclusive authority to establish reasonable compensation of all Managers for services to the Company.

## ARTICLE 14.

### **EXECUTION OF DOCUMENTS**

14.01. The Class A Members or Managers have the authority to execute documents and instruments for the acquisition, mortgage, or disposal of property on behalf of the Company consistent with the terms of this Agreement.

## ARTICLE 15.

### **MEETINGS OF MEMBERS AND QUORUM**

15.01. The Members(s) may call meetings of the Members at such date and time as said Member(s) may determine, and said meetings shall take place at a location selected by said Members, or via telecommunication. The Manager(s) may request or recommend a meeting of the Members. The Members are authorized to designate, from time to time, a place or places other than that specified in this Agreement as the place for meetings of the Members. Members must have an annual meeting to be held by no later than the last business day of the month of April of each year, with a grace period of three weeks thereafter. At the annual meeting, Members elect Managers, consider reports of the affairs of the Company, and transact any other business that is within the powers of the Members. Any Member may call a special meeting by giving notice consistent with the notice requirements specified in Article 10 above.

15.02. At all meetings of the Members, a majority of Members must be present to constitute a quorum for the transaction of business.

## ARTICLE 16.

### **Intentionally Omitted**

## ARTICLE 17.

### ACTIONS BY MEMBERS AND VOTING RIGHTS

**17.01. Votes Required to Act.** An act of the Members of record is effective if a majority of Members' votes adopt the act at a meeting at which a quorum of Members is present. The voting rights of the Members are to be distributed in proportion to each Member's percentage equity ownership in the Company. The Members shall have the right to amend or change the voting rights to other parameters as allowed by the Act, including to apportion voting rights based on per capita, number, financial interest, class, group, and/or contributions of capital. Restrictions and/or denial of voting rights are provided in Article 3. Voting shall be by due and proper notice as required under the Act, unless there is waiver of any such notice allowing for action by consent without a meeting, subject to quorum requirements.

**17.02. Voting Agreements.** An agreement between two or more Members, if in writing and signed by them, may provide that in exercising any voting rights, the Member Percentage Interests held by them will be voted as provided in said agreement, or as they may agree, or as determined in accordance with a procedure agreed on by them.

**17.03. Actions of Tax Matters Member.** The Tax Matters Member of the Company, if necessary pursuant to any applicable or governing laws, is the undersigned Member to this Agreement, who is hereby granted all authority for the handling of tax matters.

#### ARTICLE 18.

##### ACTION BY CONSENT WITHOUT MEETING

**18.01. Any action permitted to be taken by the Members may be taken without a meeting if all Members individually or collectively consent by signing a written approval of the action.** Any action by written consent shall have the same force and effect as a unanimous vote of the Members.

#### ARTICLE 19.

##### RECORD DATE

**19.01. Only persons whose names are listed as members in the official records of the Company thirty (30) days before any meeting of the Members are entitled to notice of or to vote at that meeting.**

#### ARTICLE 20.

##### VOTE BY PROXY

**20.01. Members may vote either in person or by proxy.** Proxies must be executed in writing by the Members. A telegram, email, cablegram, or similar transmission by the member or a photographic, photostatic, facsimile, a PDF document, or similar reproduction of a writing executed by a Member is deemed an execution in writing for purposes of this Agreement.

#### ARTICLE 21.

##### ALLOCATIONS: DISTRIBUTIONS AND INTERESTS

**21.01. Allocation of Net Income, Net Loss, or Capital Gains.** Except as may be expressly provided otherwise in this Article 21, and subject to the provisions of any governing or applicable laws, the net income, net loss, or capital gains of the Company for each fiscal year of the Company is allocated to the Members, pro rata in accordance with their percentage interests.

**21.02. Distribution of Available Cash.** Periodically, but not less frequently than at the end of each calendar quarter, the Available Cash of the Company, if any, must be distributed to the Members, pro rata in accordance with their percentage interest. For any calendar quarter, Available Cash need not be distributed to the extent that the cash is required for a reasonable working capital reserve for the Company; the amount of the reasonable working capital reserve is to be determined by the Members. The requirements of this Article may be waived or modified by the Members, from time to time.

**21.03. Allocation of Income and Loss and Distributions in Respect of Interests Transferred.**

- (a) If any interest in the company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for the fiscal year must be assigned pro rata to each day in the particular period of the fiscal year to which the item is attributable (that is, the day on or during which it is accrued or otherwise incurred) and the amount of each item so assigned to any day shall be allocated to the Member based on his or her respective interest in the Company at the close of the day. For the purpose of accounting convenience and simplicity, the Company may treat a transfer of, or an increase or decrease in, an interest in the Company that occurs at any time during a semimonthly period (commencing with the semimonthly period including the date of this Agreement) as having been consummated on the first day of the semimonthly period, regardless of when during the semimonthly period the transfer, increase, or decrease actually occurs (that is, sales and dispositions made during the first 15 days of any month are deemed to have been made on the 16th day of the month).
- (b) Distributions of the Company assets in respect of any interest in the Company shall be made only to the Members who, according to the books and records of the Company, are holders of record of the interests in respect of which the distributions are made on the actual date of distribution. Neither the Company nor any Member incurs any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or Member has knowledge or notice of any transfer or purported transfer of ownership of interest in the Company that has not been approved by unanimous vote of the Members. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company must be allocated solely to the parties owning interests in the Company as of the date the sale or other disposition occurs.

**ARTICLE 22.**  
**INDEMNIFICATION OF MEMBERS AND**  
**MEMBERS' FIDUCIARY DUTIES**

**22.01.** The Company shall indemnify Members for any act taken in the capacity of a Member, other than acts that involve a breach of fiduciary duty, to the extent allowed by law. The standard of the fiduciary duty a Member owes to the Company and to its members are those of a partner to a partnership and to the partners of the partnership. A Member's standard of conduct owed to the Company and other Members is to act in the highest good faith to the Members, and a Member may not seek to obtain an advantage in the Company affairs by the slightest misconduct, misrepresentation, concealment, threat, or adverse pressure of any kind.

**ARTICLE 23.**  
**Intentionally Omitted**

## ARTICLE 24.

### COMPANY RECORDS AND REPORTS

**24.01. Records and Accounting; Fiscal Year.** The books and records of the Company must be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company consistent with any applicable laws, including the Act. The books and records of the Company must reflect all Company transactions and must be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for tax purposes is the calendar year ending December 31. The Members and the Company intend that the Company be treated as a partnership for all tax purposes, and will file all necessary and appropriate forms in furtherance of that position.

**24.02. Access to Accounting Records.** The Manager(s) shall keep and maintain all appropriate records and books of account of all transactions and other matters related to the Company's business at the office of the Company or at the Company's principal place of business, and each Member, and his or her duly authorized representative, shall have access to them at the office of the Company and the right to inspect and copy them at reasonable times. Except as otherwise expressly provided by this Agreement or the Act, such books and records shall be maintained in accordance with generally accepted accounting principles, consistently and accurately applied. Upon request of any Member, the Manager(s) shall diligently and promptly deliver true copies of said records and books of accounts via mail or email at the convenience of the requesting Member.

**24.03. Annual and Tax Information.** The Members and Managers must use their best efforts to cause the Company to deliver to each Member, within Thirty (30) days after the end of each fiscal year, all information necessary for the preparation of each Member's tax returns. The Members must also use their best efforts to cause the Company to prepare, within Thirty (30) days after the end of each fiscal year, a financial report of the Company for the fiscal year, which must contain a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the capital accounts of the Members.

## ARTICLE 25.

### BANK ACCOUNT(S)

**25.01.** If there are more than one Member, all bank drafts exceeding Three Thousand Dollars (\$3,000.00) must be signed by any two Class A Members of the Company. The Members may, in writing, delegate banking authorization to any of the Managers.

## ARTICLE 26.

### DISSOLUTION AND WINDING UP OF COMPANY

**26.01. Dissolution.** The Company shall be dissolved, its assets shall be disposed of, and its affairs shall be wound up on the first to occur of the following events:

- (a) written consent of the Members entitled to vote; or
- (b) at such time as there is no Member remaining; or
- (c) entry of a judicial order dissolving the Company.

**26.02. Winding Up Affairs and Distribution of Assets.**

(a) On dissolution of the Company, the Managers or, if there is no Managers, a Person designated for this purpose by written consent of Members owning more than 50% of the outstanding Percentages

owned by Members (the Managers or the Person so designated being called the "Liquidating Agent"), as soon as practicable shall wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Managers would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets. The Liquidating Agent shall apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by nonwaivable provisions of applicable law:

- (i) to pay (or to make provision for the payment of) all creditors of the Company (including Members who are creditors of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due its creditors;
- (ii) after the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining shall be distributed to the Members having positive Capital Accounts in relative proportion to those Capital Accounts.

(b) The Liquidating Agent shall have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.

(c) Except as required by nonwaivable provisions of the Act, no Member shall have any obligation at any time to contribute any funds to replenish any negative balance in its Capital Account.

(d) *Termination.* On compliance with any distribution plan described in this Article, the Liquidating Agent shall execute, acknowledge and cause to be filed articles of dissolution, at which time the Company shall cease to exist as a limited liability company.

## ARTICLE 27. MISCELLANEOUS PROVISIONS

**27.01. Complete Agreement.** This Agreement and the Articles of this Company constitute the complete and exclusive statement of agreement among the members with respect to the subject matter described. This Agreement and the Articles replace and supersede all prior agreements by and among any of the Members. This Agreement and the Articles supersede all prior written and oral statements; no representation, statement, or condition or warranty not contained in this Agreement or the Articles is binding on the members or has any force or effect.

**27.02. Governing Law.** This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Wyoming.

**27.03. Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Members, and their respective distributees, successors, and assigns.

**27.04. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, the provision is fully severable; this Agreement is construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this agreement; and the remaining provisions

of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; and there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**27.05. Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument. However, in making proof only one copy signed by the party to be charged is required.

**27.06. Additional Documents and Acts.** Each Member agrees to execute and deliver additional documents and instruments and to perform all additional acts necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by it.

**27.07. No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

**27.08.** [Intentionally omitted.]

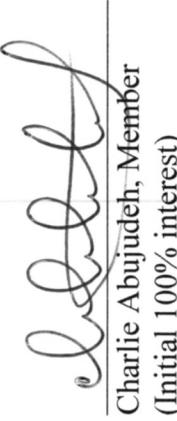
**27.09. Notices.** Any notice to be given or to be served on the Company or any party to this Agreement in connection with this Agreement must be in writing and is deemed to have been given and received when delivered to the address specified by the party to receive the notice. Notices must be given to each Member at the address specified in Exhibit A or the Articles. Any Member or the Company may, at any time, designate any other address in substitution of the foregoing address to which notice will be given by giving written notice to the other Members and the Company ten (10) days before the date of delivery of the notice.

**27.10. Title to Company Property:** Legal title to all property of the Company must be held and conveyed in the name of the Company specified in Article 2.02.

**27.11.** [Intentionally omitted.]

**27.12. Attorneys' Fees.** In addition to and cumulative to all rights and remedies under the law, in the event of any legal action or proceedings to enforce this Agreement, or to declare rights and obligations under this Agreement, the prevailing party should be entitled to recover reasonable attorney's fees, costs, and expenses pertaining to such legal action or proceeding, including any appeals or appellate matters.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement, to be effective as of the date the Articles of Organization of the Company were/are accepted for filing by the Wyoming Secretary of State.



Charlie Abujudeh, Member  
(Initial 100% interest)

Dated: February 12, 2018

14

**EXHIBIT “A”**

The initial members as referenced in Paragraph 3.01 *et seq.* and the Initial capital contributions as referenced in Paragraph 3.04 of the above Operating Agreement are:

	<b>CLASS A MEMBERS (see Article 3.01B)</b>	
<b>Member</b>	<b>Initial Capital Contribution</b>	<b>Percentage Interest</b>
Charlie Abujudeh	None.	100%
(No other initial Members)		

	<b>CLASS B MEMBERS (see Article 3.01B)</b>	
<b>Member</b>	<b>Initial Capital Contribution</b>	<b>Percentage Interest</b>
(No initial Class B Members)		