
SERIES AGREEMENT
of
POWER GRID MODEL A SERIES OF LF PROJECTS, LLC

A Separate Series of LF Projects, LLC (a Delaware limited liability company)

THIS SERIES AGREEMENT (this "Series Agreement") of Power Grid Model a Series of LF Projects, LLC (the "Series") is made effective as of September 21, 2023 (the "Effective Date") by and between Joint Development Foundation, a Washington not for profit corporation as sole member (the "Member"), and Michael Dolan, as initial manager of the Series established hereunder (in such capacity, the "Series Manager" as defined herein).

Preliminary Statements

The Member caused LF Projects, LLC to be organized as a Delaware limited liability company (the "Company") by filing its Certificate of Formation with the Secretary of State of the State of Delaware on July 12, 2017 and executing the Limited Liability Company Operating Agreement of the Company on August 11, 2017 (as the same may be amended from time to time, the "Company Operating Agreement"). Terms used with initial capital letters in this Series Agreement that are not otherwise defined in the body hereof have the meanings given to them in the Company Operating Agreement.

The purposes of the Company (its "Business Purpose") are to:

- (i) Support the collaborative development, availability and adoption of open source software, hardware and networking and other technologies and the collaborative development, availability and adoption of open protocols and standards (individually and collectively, "Open Technology");
- (ii) Host various projects pursuing the development of Open Technology and other technical assets, materials and processes (each such project, which itself may include any number of projects, a "Project");
- (iii) Provide enablement and support to Projects to assist their development activities; and
- (iv) Undertake such other lawful activity as permitted by law and as consistent with the mission, purpose and tax status of the Member.

The Member and Series Manager are now executing this Series Agreement in order to establish the Series as a new series of the Company to carry on the Project identified below.

1. RELATIONSHIP TO COMPANY OPERATING AGREEMENT

This Series Agreement is an amendment to the Company Operating Agreement that establishes the Series described herein, and shall be interpreted and applied as being a part of the Company Operating Agreement. This Series Agreement shall not be construed as affecting in any manner the rights, benefits or obligations of the Company, the Member or any other person with respect to any other Series. Except as provided in this Series Agreement, the Company Operating Agreement shall remain in full force and effect and unmodified.

2. **PROJECT; PROJECT CHARTER.**

2.1 **Project.** The name of the technical Project (which shall also be used to identify the Series established hereby) is “Power Grid Model” and the mission of the Project is to develop an open source library for steady-state distribution power system analysis.

2.2 **Project Charter.** Attached hereto as Attachment 1 is the Charter of the Project, which describes the Project in further detail and describes governance of the technical Project (the “Project Charter”). The Project and the Series shall be operated in accordance with Project Charter, subject to the terms of the Company Operating Agreement and this Series Agreement. Interpretation of the Project Charter, if required by the Series Manager, shall be in the sole discretion of the Series Manager, subject to the terms of the Company Operating Agreement and this Series Agreement.

3. **ESTABLISHMENT OF SERIES.**

3.1 **Series.** The Company hereby establishes a new Series to carry on the Project, as described herein.

3.2 **Name.** The name of the Series is: **Power Grid Model a Series of LF Projects, LLC.**

3.3 **Series Assets.** The assets of the Series shall consist of (i) the Project, (ii) all property, rights and interests of whatever nature relating to or arising from the Project and either (a) transferred to the Series or (b) intended to be owned by the Series under this Series Agreement or the Project Charter and (iii) all property, rights and interests incidental thereto.

3.4 **Series Liabilities.** The liabilities of the Series shall consist of all debts, obligations and liabilities associated with or arising out of the Project.

3.5 **Sole Member.** The Member is the sole member of this Series.

3.6 **Series Interest.** The Series Interest (which is the sole limited liability company interest in the Company) is hereby issued to the Member.

3.7 **NO CAPITAL CONTRIBUTIONS.** THE MEMBER SHALL HAVE NO OBLIGATIONS TO MAKE ANY CAPITAL CONTRIBUTIONS TO THE SERIES.

4. **OPERATIONS.**

4.1 **Series Manager.** The day-to-day business affairs of the Series and the Project shall be under the management and control of an individual who shall serve as the manager (within the meaning given such term in Section 18-101(10) of the LLC Act) of the Series (the “Series Manager”). The Series Manager shall be an individual designated by the Member, and is not required to be an employee of either the Member or the Manager. The Manager may be the Series Manager. The initial Series Manager is identified in the preamble to his Series Agreement and is a signatory to this Series Agreement. Each Series Manager shall serve at the pleasure of the Member and may be removed for any time and for any reason (or for no reason) by the Member. The Series Manager shall serve until the first to occur of (i) the Series Manager resigns and (ii) the Series Manager is removed. Any Series Manager may resign at any time by giving written notice to the Member. The resignation of the Series Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice.

4.2 **Series Manager Duties.** The Series Manager shall direct, manage, and control the day-to-day business affairs of the Series. The Series Manager shall exercise his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Series and with such care as an ordinarily prudent person in a like position would use under similar circumstances, and in accordance with the terms of the Project Charter. A Series Manager shall not be liable to the Series or any Member for any loss or damage sustained by the Series unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Series Manager. A Series Manager may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Series and the Series shall have no rights by virtue of this Series Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Series shall not be deemed wrongful or improper.

4.3 **Limitations on Authority.** The Member has, under the Company Operating Agreement, retained to itself all power and authority over the business and affairs of the Company and this Series. The authority of the Series Manager is limited solely to the duties expressly delegated to him or her in Section 4.2. Without limiting the generality of the foregoing, none of the Series Manager, the any governing body of the Project or any other person shall have any power or authority to take any of the following actions in the name of or on behalf of the Series without the prior written consent or approval of the Manager:

- (a) Any transfer (whether by sale, assignment, lease, license or otherwise) of any property or assets of the Series;
- (b) Borrowing money or incurring any liabilities;
- (c) Incurring any expenditure on behalf of the Project;

(d) Requiring any fee or otherwise raising funds through the institution of a membership fee or participation fee to benefit the Project;

(e) Admitting any person as an additional or substitute member of the Series or issuing any limited liability company interests (or any other economic interests) in the Series; or

(f) Making any amendments to this Series Agreement.

4.4 **Exculpation.** Any act or omission of the Member, Manager and Series Manager the effect of which may cause or result in loss or damage to the Series or Member if done in good faith to promote the best interests of the Series, shall not subject the Member and/or Series Manager, as applicable, to any liability to the Member.

4.5 **Indemnification.** The Series shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant in any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member, Series Manager, or Series Treasurer, employee or agent of the Series, or is or was serving at the request of the Series, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Series, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Series, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

5. **LICENSE FROM THE COMPANY.**

5.1 **Trademark License.** The Company is required to own the logo marks, word marks and other trademarks used by or relied upon by the Project (collectively, "Trademarks") as a condition to the Project being hosted by the Series. The Series is licensed to use the Trademarks pursuant to the terms of the trademark license agreement executed by Company and the Series and attached hereto as Schedule 1.

5.2 **Other Intellectual Property Rights.** The Company may take title to copyrights, patent rights and other intellectual property rights affiliated with any Project through the voluntary contribution of such rights to the Company ("Contributed Rights").

5.3 **Accounts.** The Company will establish and administer any domain name account, source code repository accounts, and similar online accounts (collectively "Online Accounts") on behalf of the Project and may appoint representatives from, or selected by, any governing body

of the Project or authorized service provider, to have administrative access to such Online Accounts. Notwithstanding the Company's administration of any Online Account, unless otherwise directed by the Manager in writing, the Series shall own, and shall be the registered owner of, all Online Accounts.

6. **FINANCE.**

6.1 **Financial Controls.** The Series and Project will abide by all financial controls established by the Member.

6.2 **Financial Contribution.** Neither the Series nor the Project is authorized to solicit participants or prospective participants generally for funding, though one or more project participants may, of their own volition, make payments or allocate their own funds on an expenditure benefitting the Project.

6.3 **Audit.** The Member shall have the right at any time to inspect and audit the books and records of the Series and the Project.

7. **TERMINATION.**

Termination. The Series may be terminated in accordance with terms of the Company Operating Agreement. Termination may be initiated by the Series Manager by providing written notice to the Member that the Project is no longer being actively carried on in accordance with the Project Charter.

8. **MISCELLANEOUS.**

8.1 **Governing Law.** This Series Agreement, and the rights of the parties hereunder, shall be construed pursuant to the laws of the State of Delaware (without regard to conflict of laws principles).

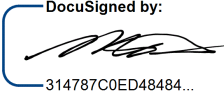
IN WITNESS WHEREOF, the undersigned have executed this Series Agreement of Power Grid Model a Series of LF Projects, LLC on 9/21/2023 | 11:24 AM PDT, but effective as of the Effective Date written above.

MEMBER:

Joint Development Foundation

By: 
Name: James Zemlin
Title: Executive Director

SERIES MANAGER:


Name: Michael Dolan

Trademark License Agreement

THIS TRADEMARK LICENSE AGREEMENT (“Agreement”) is entered into as of September 21, 2023 by and between LF Projects, LLC, a series limited liability company organized under the laws of the State of Delaware (“Licensor”), and Power Grid Model a Series of LF Projects, LLC (“Licensee”), and is intended by the parties to be effective as of the Series Creation Date (as defined below) (the “Effective Date”).

WHEREAS, Licensee was established as a series of Licensor pursuant to that certain Series Agreement, effective as of September 21, 2023 (“Series Creation Date”) by and between Joint Development Foundation, the sole member of Licensor, and the series manager of Licensee;

WHEREAS, Licensee supports and enables the open source efforts of the Licensee (the “Project”); and

WHEREAS, Licensor owns or has rights in the trademarks set forth on Schedule A attached hereto and desires to license those trademarks to Licensee pursuant to the terms of this Agreement.

NOW, THEREFORE, Licensor and Licensee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of them, do hereby agree as follows:

DEFINITIONS.

1.1 “Activities of the Project” means any activity in connection with or in furtherance of the Project, including without limitation: with respect to technical, development or other collaborative activities of the Project; public description, attribution notices and discussion of the Project; and any software, code, hardware, standard or technologies associated with the Project.

1.2 “Territory” means the entire world.

1.3 “Trademarks” means those trademarks set forth in Schedule A attached hereto. Licensor may add trademarks to Schedule A from time to time upon notice to Licensee.

2. GRANT OF LICENSE RIGHTS.

2.1 Grant of Trademarks License Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee accepts from Licensor, for the term of this Agreement, a non-exclusive, royalty-free, irrevocable (except upon termination of this Agreement) license to use the Trademarks, without the right to sublicense, for and in connection with all Activities of the Project in the Territory.

QUALITY STANDARDS.

3.1 Maintenance of Quality; Trademark Usage Guidelines. In the course of conducting Activities of the Project, Licensee shall maintain and adhere to Licensor’s Trademark Usage Guidelines as published on Licensor’s web site and as updated by Licensor from time to time and such other standards and specifications as Licensor may reasonably require (collectively, “Guidelines”).

3.2 Rights of Inspection. To ensure that the Trademarks are properly protected and that the Guidelines are followed by Licensee, Licensor and its authorized agents and representatives shall have the right to review Licensee’s use of any Trademark.

OWNERSHIP OF THE TRADEMARKS; MODIFICATIONS.

4.1 Licensor's Ownership Rights. Licensee acknowledges Licensor's exclusive right, title, and interest in and to the Trademarks in the Territory and acknowledges that nothing herein shall be construed to accord to Licensee any rights in any of the Trademarks except as otherwise expressly so provided herein. Licensee acknowledges that its use of the Trademarks in the Territory hereunder will not create in it any right, title or interest in the Trademarks and that all such use of the Trademarks in the Territory and the goodwill generated thereby will inure to the exclusive benefit of Licensor. Licensee covenants as follows:

(a) Licensee will not at any time, either during or subsequent to the term of this Agreement, challenge Licensor's right, title, or interest in the Trademarks or the validity of any of the Trademarks or any registration thereof either in the Territory or anywhere in the world;

(b) Licensee will not at any time, either during or subsequent to the term of this Agreement, do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the right, title, or interest of Licensor in the Trademarks;

(c) Licensee will not at any time, either during or subsequent to the term of this Agreement, represent that it has any ownership in or rights with respect to the Trademarks in the Territory or anywhere in the world other than rights conferred by this Agreement;

(d) Licensee will not at any time, either during or subsequent to the term of this Agreement, use in the Territory or anywhere in the world any trademark, service mark, trade name, insignia, or logo that is confusingly similar to or a colorable imitation of any of the Trademarks; and

(e) Licensee will not at any time, either during or subsequent to the term of this Agreement, register with any governmental body any trade name, trademark, trade dress, label, design, or domain name that includes or incorporates any of the Trademarks or any trade name, trademark, trade dress, label, design, or domain name confusingly similar thereto. The provisions of this Section 4.1(e) do not, however, prevent Licensee from registering domain names that incorporate any Trademark.

4.2 Changes and Modifications to the Trademarks. Licensor has the sole right from time to time to modify or change the Trademarks. The Trademarks, as so modified or changed by Licensor, shall for all purposes be deemed to be the Trademarks referred to in this Agreement. Any and all such modifications or changes in said Trademarks developed or adopted by Licensor shall be the sole and absolute property of Licensor, and Licensor shall have the exclusive right to register in the Territory such modified or changed marks as trademarks and/or service marks. In the event that Licensor modifies or changes the Trademarks as provided herein, Licensee must, within 30 days of said modification or change, cease all use of any such modified or changed Trademark in its unmodified or unchanged form. Licensee may commence use of any modified or changed Trademark in its modified or changed form at any time.

UNDERTAKINGS OF LICENSEE RESPECTING THE TRADEMARKS.

5.1 Marking; Compliance with Guidelines and Trademarks Laws. Licensee shall (1) cause the appropriate designation "TM" or the registration symbol "®" to be placed adjacent to the Trademarks in connection with each use or display thereof and to indicate such additional information as Licensor shall reasonably specify from time to time concerning the license rights under which Licensee

uses the Trademarks; (2) comply with the Guidelines; and (3) comply with all laws pertaining to trademarks in force in the Territory.

5.2 Display of the Trademarks. Licensee shall display the Trademarks only to the extent authorized by this Agreement and each such display shall be in a manner consistent with Licensors standards.

5.3 No Use Objectionable to Licensors. Licensee shall not use the Trademarks in any way in which Licensors, in its sole discretion, at any time objects and upon notice to Licensee of such objection, will immediately cease such usage.

5.4 Assistance to Licensors. At Licensors request, Licensee shall execute all documents reasonably requested by Licensors to confirm Licensors ownership of rights in and to the Trademarks. Licensee shall cooperate at Licensors reasonable request in connection with the filing and prosecution of applications to register the Trademarks, and in connection with the maintenance and renewal of such registrations as may issue.

TERM AND TERMINATION.

6.1 Term. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall begin on the Effective Date, and shall be perpetual.

6.2 Events of Termination. If any of the following events shall occur, each such occurrence shall be deemed an "Event of Termination" and Licensors shall have the right to terminate this Agreement pursuant to Section 6.3.

6.2.1 Insolvency or Bankruptcy of Licensee or End of Operations. Licensee is named in a petition for bankruptcy, ceases to function or to support the Project.

6.2.2 Breach of Agreement. Licensee fails to perform in accordance with any of the terms and conditions contained herein (including any failure to abide by the Guidelines) or in any other way breaches this Agreement.

6.3 Termination of this Agreement.

6.3.1 Licensors Right to Terminate Upon Event of Termination. Licensors may, at its option, without prejudice to any other remedies it may have, terminate this Agreement immediately, upon the occurrence of any Event of Termination pursuant to Section 6.2.

6.3.2 Availability of Injunctive Relief. Licensee agrees that the remedy at law of Licensors for any act or event that constitutes a breach of this Agreement will be inadequate and that Licensors shall be entitled, in addition to whatever remedies that shall be available at law, to injunctive relief, specific performance or other such equitable relief, and that Licensee shall not claim or argue in any such proceeding that an adequate remedy exists at law.

6.3.3 Licensees Right to Terminate Upon Bankruptcy of Licensors. Licensee may, at its option, without prejudice to any other remedies it may have, terminate this Agreement immediately upon the occurrence of a Bankruptcy with respect to Licensors.

6.4 Survival. Upon termination of this Agreement for any reason, the following provisions of this Agreement shall survive: 4; 5; 6.4; 7; 8; 9; and 10.

POST-TERMINATION OBLIGATIONS OF LICENSEE.

7.1 Upon the termination of this Agreement for any reason, all rights of Licensee to use the Trademarks shall immediately cease. Licensee shall not thereafter operate or conduct activities under any name or in any manner in the Territory or anywhere in the world that could give the general public the impression that this Agreement is still in force or that Licensee has any right to use any of the Trademarks in the Territory or anywhere in the world.

PROSECUTION AND DEFENSE OF INFRINGEMENT CLAIMS.

8.1 Notice and Prosecution of Infringement of Trademarks. Licensee and Licensors shall each provide the other with prompt notice of any apparent infringement of the Trademarks within the Territory, any opposition to, or petition to cancel, any registration of any of the Trademarks, or any attempted use of or any application to register any mark confusingly similar to, or a colorable imitation of, any of the Trademarks within the Territory of which it becomes aware. Licensors shall have sole responsibility, in its sole discretion, to:

- (a) Institute, prosecute, and resolve any actions for such infringement of the Trademarks within the Territory; and
- (b) Defend and resolve any opposition to or petition to cancel any registration of any of the Trademarks; and
- (c) Institute, prosecute, and resolve any opposition or cancellation actions based on the Trademarks.

Any damages and costs recovered through such proceedings shall belong exclusively to Licensors. Licensee shall provide Licensors with reasonably requested assistance in connection with such proceedings, and Licensors shall reimburse Licensee's reasonable out-of-pocket costs of providing such assistance. Licensors shall keep Licensee informed of the status of any such proceeding and supply Licensee with any reasonably requested documents regarding such proceeding.

8.2 Notice and Defense of Third-Party Infringement Claims. Licensee and Licensors shall each provide the other with prompt notice of any claim alleging trademark infringement involving the use by Licensee of the Trademarks within the Territory of which it becomes aware. Licensors shall have the option in its sole discretion to defend against any and all claims charging trademark infringement involving the use by Licensee of the Trademarks within the Territory. Licensee shall provide Licensors with reasonably requested assistance in connection with such proceeding.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

9.1 THE TRADEMARKS, AND ANY CHANGES OR UPDATES THERETO, ARE PROVIDED "AS IS," AND LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE, WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE, TO LICENSEE OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE MATTERS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION ARISING OUT OF OR RELATING TO THE

TRADEMARKS AND THE USE OF OR INABILITY TO USE THE TRADEMARKS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL.

10.1 Relationship of the Parties. It is the express intention of the parties hereto that no partnership shall exist between the parties, neither party has, nor should either party hold itself out as having, any right or authority to assume or create any obligations or make any binding commitment for, on behalf of, or in the name of the other party with respect to the Trademarks, Licensee shall not incur or contract any debt or obligation on behalf of Licensor, and Licensee shall not commit any act or omit to act, make any representation, or advertise in any manner that may adversely affect any right of Licensor (including Licensor's ownership of the Trademarks) or be detrimental to Licensor's good name and reputation.

10.2 Assignment. Licensee shall not sell, assign, transfer, convey or encumber this Agreement or any right or interest herein or hereunder or suffer or permit any such assignment, transfer, conveyance or encumbrance to occur by operation of law or otherwise without the prior written consent of Licensor. Licensor reserves the right to sell, assign, transfer, convey or encumber this Agreement or any right or interest herein or hereunder or suffer or permit any such assignment, transfer, conveyance or encumbrance to occur by operation of law or otherwise.

10.3 Further Action. Each party, upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this agreement.

10.4 Severability. If any provision of this Agreement, or portion thereof, is held invalid by any law, rule, order or regulation of any government or by the final determination of any court of competent jurisdiction, such invalidity shall not affect the enforceability of any of the other provisions of this Agreement, and such other provisions shall be interpreted so as to best accomplish the objectives of such invalid provision within the limits of applicable law or applicable court decision.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

10.6 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed by the State of Delaware, without reference to conflict of laws principles. The Parties hereby consent to the sole and exclusive jurisdiction of the courts located in the State of Delaware.

10.7 Notices. Whenever notice is required to be given under the terms of this Agreement, it shall be given in writing and shall be deemed delivered (i) when sent, if sent via facsimile or email, (ii) seven (7) days after mailing, if sent via certified or registered mail, return receipt requested, postage prepaid or (iii) when actually received by the party for whom intended, whichever is earlier and in all cases if addressed to the party for whom intended and sent to the facsimile number or address, as the case may be, as either party may designate in writing to the other party pursuant to this paragraph.

10.8 Waiver; Amendment. No waiver of any right hereunder, including but not limited to those specified in Section 6.3, by either party shall operate as a waiver of any other rights, or of the same right with respect to any subsequent occasion for its exercise, or of any right to damages. No waiver of either party of any breach of this Agreement shall be held to constitute a waiver of any other breach or of a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies provided by law. The Agreement may not be amended except by a writing signed by each of the parties or as otherwise set forth herein.

10.9 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. In pleading or providing this Agreement, it will not be necessary to produce or account for more than one such counterpart.

10.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon either party unless set forth in a written document executed by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Trademark License Agreement, as of the date first written above.

Licensor:

LF PROJECTS, LLC

By: 

Name: Michael Dolan

Title: Manager

Licensee:

POWER GRID MODEL A SERIES OF LF PROJECTS, LLC

By: 

Name: Michael Dolan

Title: Series Manager

Schedule A
The Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>App./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Notice (® or <u>TM</u>)</u>

Unregistered Marks:

Power Grid Model

ATTACHMENT 1