THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED HEREUNDER AND UNDER THE TERMS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF TIV 1 LLC AND THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY STATE OR JURISDICTION PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME. AN INVESTMENT IN THE COMPANY REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT A HIGH DEGREE OF RISK, A LACK OF LIQUIDITY AND THE LOSS OF THEIR ENTIRE INVESTMENT.

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT ("Agreement") is made effective as of January 18, 2021, by and between TIV 1 LLC, a Delaware limited liability company (the "Company"), and Bunker Consulting, LLC (the "Investor").

RECITALS

WHEREAS, the Company is offering up to Six Million (6,000,000) Class A Common Units (the "Units"); and

WHEREAS, the Investor desires to subscribe for the number of Units set forth on the signature page hereto subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Subscription.

   a. Sale and Issuance.

      i. Upon the terms and subject to the conditions of this Agreement, the Investor agrees to purchase, and the Company agrees to sell and issue, at the Closing (as defined herein), that number of Units set forth opposite the Investor's name on the signature page hereof to be delivered at Closing for the purchase price of One Dollar (US$1.00) per Unit multiplied by the number of Units purchased, in the aggregate amount set forth on the signature page hereto (the "Subscription Amount"), to be paid by wire transfer in immediately available funds to the account designated by the Company.

      ii. The Investor acknowledges that this offering of the Units (the "Offering") is being made without registration under the Securities Act of 1933, as amended (the "Securities Act"), or any securities law of any state of the United States or of any other jurisdiction, and is being

made only to "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act).

iii. No public market exists for the Units and no assurance can be given that the Company will ever conduct an initial public offering or that a market for the Units will develop or be sustained in the future.

b. Maximum Offering; Minimum Individual Investment. The Company is offering the Units to investors until the Termination Date (as hereinafter defined). The maximum number of Units that the Company is offering for sale to investors is Six Million (6,000,000), unless increased by the Company in its sole discretion (the "Maximum Offering"). The minimum investment by each Investor is US$25,000; provided that the Company may accept subscriptions for lesser amounts in its sole discretion. If the Company determines to accept any subscriptions, a first Closing may be held as soon as practicable after the initial investment is received. Thereafter, additional Closings may be held at the Company's discretion upon receipt and acceptance of subscriptions by the Company until the earlier to occur of the date that the Maximum Offering is reached or the Termination Date. If the Company determines not to accept any subscriptions for Units by any Investor by the Termination Date, all proceeds theretofore received by the Company from investors will be returned in full, without deduction or interest. This Offering shall terminate on December 16, 2021, unless extended or sooner terminated by the Company in its sole discretion (such date, as it may be adjusted, the "Termination Date").

c. Offering. The Offering shall be conducted by the Company. The Company will pay all expenses in connection with complying with the securities laws of such states as may be required in connection with the Offering, including, if applicable, expenses of counsel retained by the Company for such purposes. The Company's agreement with each Investor shall be deemed a separate agreement and the sale of the Units to each Investor shall be deemed a separate sale.

d. Acceptance of Subscription. To accept the terms and conditions of this Agreement, the Investor must execute this Agreement, the Investor Suitability Questionnaire attached hereto as Exhibit A (the "Investor Questionnaire") and the Joinder to Limited Liability Company Agreement attached hereto as Exhibit B (the "Limited Liability Company Agreement") and return the same to the Company together with payment of the Subscription Amount. It is understood and agreed that the Company shall have the sole right, in its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that this subscription shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing.

e. Closing. The purchase and sale of the Units shall take place at one or multiple Closings, upon receipt of subscriptions and acceptance thereof by the Company, at such time and place as the Company may designate (each a "Closing," and together the "Closings"). .

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor as follows:

a. Organization, Good Standing and Qualification. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted.

b. Capitalization. The total number of Units that the Company is authorized to issue is Six Million (6,000,000).

c. Authorization. All action on the part of the Company necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder and the authorization, issuance and delivery of the Units being sold hereunder, to the extent that the foregoing requires performance on or prior to the Closing, has been taken or will be taken on or prior to the Closing, and the Company has all requisite power and authority to enter into this Agreement.

3. Representations and Warranties of the Investor. The Investor represents and warrants to the Company as of the date hereof and as of the Closing as follows:

a. Power and Authority; Binding Obligation. The Investor has full power and authority to enter into this Agreement. This Agreement has been duly executed and delivered by the Investor and, assuming due authorization, execution and delivery by the Company, constitutes the Investor's valid and legally binding obligation, enforceable against the Investor in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency (including, without limitation, all laws relating to fraudulent transfers), moratorium or similar laws affecting creditors' rights generally, subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and subject to the effect of applicable securities laws as to rights of indemnification.

b. Purchase Entirely for Own Account, etc. The Units to be purchased by Investor hereunder are being acquired for investment for the Investor's own account, and not as a nominee or agent of another person or with a view to the resale or distribution of any part thereof. The Investor has no present intention of selling, granting any participation in, or otherwise distributing, the Units. The Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to any person with respect to the Units. The Investor acknowledges that this Agreement and any prior or subsequent communications from the Company, or any of its officers, employees or representatives, do not constitute, and shall not be construed as, investment, tax or legal advice, and that the Investor is not relying on any communication (written or oral) of the Company or any of its affiliates as investment or tax advice or as a recommendation to purchase the Units. The Investor has consulted its own financial advisor, tax advisor, legal counsel and accountant, as necessary or desirable, in connection with its investment in the Units.

c. The Investor acknowledges that the Company has just recently been formed and has to date conducted no business. The Investor has received and reviewed the Risk Factors attached hereto as Exhibit C, the materials available as of the date hereof in the Company's virtual data room, and such other information that it and its advisers have deemed necessary for purposes of determining the merits of the Units as an investment, and has relied solely on the information contained therein. The Investor is familiar with the business and financial condition and proposed operations of the Company, all as generally described in the aforementioned documents. The undersigned has had access to such information concerning the Company and the Units as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Units. The Investor has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the terms and conditions of the Offering of the Units. THE INVESTOR UNDERSTANDS AND ACCEPTS THAT THE PURCHASE OF THE UNITS INVOLVES A HIGH DEGREE OF RISK AND MAY RESULT IN A LOSS OF THE ENTIRE AMOUNT INVESTED. THERE IS NO ASSURANCE THAT THE COMPANY'S OPERATIONS WILL RESULT IN REVENUES, BECOME PROFITABLE IN THE FUTURE OR THAT ANY PUBLIC MARKET FOR THE UNITS WILL BE AVAILABLE. THIS AGREEMENT AND THE MATERIALS PROVIDED

REGARDING THE COMPANY DO NOT INCLUDE INFORMATION THAT IS REQUIRED BY THE SECURITIES ACT TO BE DISCLOSED TO INVESTORS THAT ARE NOT EITHER "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT), "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A OF THE SECURITIES ACT), OR "QUALIFIED PURCHASERS" (AS DEFINED IN SECTION 2(A)(51) OF THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED). THE INVESTOR IS CAPABLE OF BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE UNITS, INCLUDING THE POSSIBLE LOSS OF THE INVESTOR'S ENTIRE INVESTMENT. THE INVESTOR HAS CONSIDERED THE SUITABILITY OF THE UNITS AS AN INVESTMENT IN LIGHT OF THE INVESTOR'S OWN CIRCUMSTANCES AND FINANCIAL CONDITION AND THE INVESTOR IS ABLE TO BEAR THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE UNITS. THE INVESTOR HAS SUCH KNOWLEDGE, SKILL AND EXPERIENCE IN BUSINESS, FINANCIAL AND INVESTMENT MATTERS THAT THE INVESTOR IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE UNITS. THE INVESTOR UNDERSTANDS THAT NO FEDERAL OR STATE AGENCY HAS PASSED UPON THE MERITS OR RISKS OF AN INVESTMENT IN THE UNITS OR MADE ANY FINDING OR DETERMINATION CONCERNING THE FAIRNESS OR ADVISABILITY OF THIS INVESTMENT. THE INVESTOR CONFIRMS THAT THE COMPANY HAS NOT (I) GIVEN ANY GUARANTEE OR REPRESENTATION AS TO THE POTENTIAL SUCCESS, RETURN, EFFECT OR BENEFIT (EITHER LEGAL, REGULATORY, TAX, FINANCIAL, ACCOUNTING OR OTHERWISE) OF AN INVESTMENT IN THE UNITS OR (II) MADE ANY REPRESENTATION TO THE UNDERSIGNED REGARDING THE LEGALITY OF AN INVESTMENT IN THE UNITS UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS OR REGULATIONS. IN DECIDING TO PURCHASE THE UNITS, THE INVESTOR IS NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY AND THE INVESTOR HAS MADE ITS OWN INDEPENDENT DECISION THAT THE INVESTMENT IN THE UNITS IS SUITABLE AND APPROPRIATE FOR THE INVESTOR.

d. Investor Status. The Investor is an "accredited investor" (as defined in Rule 501 of Regulation D under the Securities Act). The information provided by the Investor on the Investor Questionnaire is true and correct in all respects, and does not contain any misrepresentation or material omission. The Investor agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Units. If other than an individual, the Investor has not been organized solely for the purpose of acquiring the Units.

e. Restricted Securities. THE INVESTOR UNDERSTANDS AND AGREES THAT THE UNITS IT IS PURCHASING HEREUNDER ARE "RESTRICTED SECURITIES" AS DEFINED IN THE SECURITIES ACT, AND THAT UNDER FEDERAL AND STATE SECURITIES LAWS, THE UNITS MAY BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT ONLY PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM; AND THE INVESTOR UNDERSTANDS THAT THE COMPANY HAS NO OBLIGATION OR INTENTION TO REGISTER THE UNITS, OR TO TAKE ACTION SO AS TO PERMIT SALES PURSUANT TO THE SECURITIES ACT (INCLUDING RULE 144 THEREUNDER). The Investor is familiar with Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act generally. Consequently, the Investor understands that the

Investor must bear the economic risks of the investment in the Units for an indefinite period of time.

f. Company's Rights; No General Solicitation. The Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the Offering. The Investor acknowledges that neither the Company nor any other person offered to sell the Units to it by means of any form of general solicitation or advertising, including but not limited to: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

g. Anti-Money Laundering/OFAC Requirements. The Investor represents and warrants as follows, with the understanding that the Company will rely on the accuracy of the following representations and warranties to establish the Company's compliance with the laws enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), and any other applicable laws, rules, regulations and other legal requirements relating to the combating of money laundering and/or terrorism:

i. The Investor, if an entity, has exercised due diligence to establish the identity of (A) each person who possesses the power, directly or indirectly, to direct or cause the direction of the Investor's management and policies, (B) each person who holds, directly or indirectly, a beneficial interest in the Investor, if ownership interests in the Investor are not publicly traded on an exchange or an organized over-the-counter market that is regulated by any government, or any governmental body or regulatory organization empowered by a government to administer or enforce its laws as they relate to securities matters, and (C) each of its account holders, if the Investor is a financial intermediary (e.g., a bank, brokerage firm or depository). The Investor, if an entity, (x) maintains records of all documents it uses

ii. to verify the identities of each person or account holder described under clauses (A), (B) and (C) above ("Affiliated Persons"); (y) will maintain all such records for a period of at least five years after the date on which the Units purchased or otherwise held by the Investor have been redeemed or liquidated; and (z) will make such documentation available to the Company at any time upon request.

iii. The Investor is not a Prohibited Person (as defined below), none of its Affiliated Persons is a Prohibited Person, and the Investor is not acquiring, and does not intend to acquire, any Units for the direct or indirect benefit of any Prohibited Person. The Investor acknowledges and agrees that if, at any time, the Company, in its sole discretion, determines that the Investor is or may be a Prohibited Person, or that any Prohibited Person holds or may hold a direct or indirect interest in the Investor or in any Units or other securities held by the Investor, the Company may, in its sole discretion, (A) prohibit the Investor from purchasing additional Units or other securities, or (B) if legally permissible, cause the Company to redeem all or any portion of the Units or other securities purchased or otherwise held by the Investor. "Prohibited Person" means any person that acts or has acted (x) in contravention of any statute, rule, regulation or other legal requirement to which that person is subject relating to the combating of money laundering and/or terrorism or (y) on behalf of any person (1) residing or having a place of business in a country or territory subject to embargo under laws enforced by OFAC or (2) identified as a terrorist, terrorist organization, specially designated national or blocked person by OFAC, any other department, agency, division, board, bureau or other instrumentality of the United States government, or any recognized international organization, multilateral expert group or governmental or industry publication.

iv. The Investor acknowledges and agrees that, notwithstanding any provision of this Subscription Agreement and its exhibits to the contrary, the Company may release information, including, without limitation, confidential information, regarding the Investor to law enforcement authorities and/or regulators if the Company determines, in its sole discretion, that it is in the best interests of the Company to do so in light of the Company's obligations and/or potential liability under any applicable statute, law, rule, regulation or other legal requirement relating to the combating of money laundering and/or terrorism.

h. Consents and Approvals; No Conflict.

i. The execution and delivery of this Agreement by the Investor does not, and the performance of this Agreement by the Investor will not, require any consent, approval, authorization or other action by, or filing with or notification to, any governmental or regulatory authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent the Investor from performing any of its material obligations under this Agreement.

ii. The execution, delivery and performance of this Agreement by the Investor does not (A) in the case in which the Investor is not an individual, conflict with or violate the charter or by-laws, partnership agreement, operating agreement or other governing documents of the Investor, or (B) except as would not have a material adverse effect on the ability of the Investor to consummate the transactions contemplated by this Agreement, conflict with or violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to the Investor.

4. Uncertificated Units; Legend. The Units sold pursuant to this Subscription Agreement shall not be certificated. If it is determined by the Manager of the Company that the Units shall be certificated, such certificates will be imprinted with a legend in substantially the following form:

"THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER."

5. Covenants of Investor. The Investor hereby covenants with the Company as follows:

a. Limitations on Disposition. Without in any way limiting the representations previously set forth, the Investor shall not, without the prior written consent of the Company, make any disposition of the Units unless and until:

i. there is then in effect a registration statement under the Securities Act and any other applicable securities laws covering such proposed disposition and such disposition is made in accordance with such registration statement; or

ii. the Investor shall have notified the Company of the proposed disposition and shall have (A) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition to the extent permitted under any applicable obligations of confidentiality, (B) offered the Company the right to purchase the Units on the same terms and conditions as the proposed disposition, and (C) if requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, in form and substance reasonably satisfactory to the Company, that such disposition will not require registration of the Units under the Securities Act or any other applicable securities laws.

6. Conditions to Investor's Obligations at Closing. The obligations of the Investor hereunder are subject to and contingent upon the fulfillment on or before the Closing of each of the following conditions:

a. Representations and Warranties. The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

b. Performance. The Company shall have performed and complied with all agreements, obligations and covenants contained in this Agreement that are required to be performed or complied with on or before the date of the Closing.

7. Conditions to the Company's Obligations at Closing. The obligations of the Company to the Investor hereunder are subject to and contingent upon the fulfillment by the Investor on or before the date of the Closing of each of the following conditions:

a. Representations and Warranties. The representations and warranties of the Investor contained in this Agreement shall be true and correct on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

b. Payment of Subscription Amount by Investor. The Investor shall have delivered the Subscription Amount specified on the signature page to this Agreement in the manner specified in Section 1.a.i. hereof.

c. Investor Questionnaire. The Investor shall have delivered to the Company an Investor Questionnaire, and the information provided therein shall be true, complete and correct on and as of the date hereof with the same effect as though such information had been provided as of the date of the Closing.

d. Joinder to Limited Liability Company Agreement. The Investor shall have executed and delivered to the Company a Joinder to Limited Liability Company Agreement, in the form set forth in Exhibit B attached hereto.

8. Non-Disclosure Acknowledgement, Representation and Warranty. The Investor acknowledges that: (a) only the Investor and the Investor's professional representatives (i.e., accountants, financial advisors, lawyers) may use the materials provided regarding the Company and the Offering

described herein, solely in connection with determining whether to invest in the Units; and (b) neither the materials provided, nor information or data in the materials, may be copied, distributed or shown to any third party other than the Investor's professional representatives.

9. Miscellaneous.

a. Survival. The representations, warranties and covenants of the Company and the Investor contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing.

b. Successors and Assigns. This Agreement may not be assigned by any party hereto and any such assignment shall be null and void and of no force or effect. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

c. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. Any claim or legal action arising hereunder shall be adjudicated in any state or federal court located in the state of Delaware, County of Kent, and each party consents and submits to the exclusive jurisdiction and venue of any such court.

d. Waiver of Jury Trial. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

e. Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

f. Notices. All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed to have been duly given on the date delivered, if delivered personally, or by nationally recognized overnight delivery service, in each case, to the parties at the following addresses (or at such other address for a party as will be specified by notice given in accordance with this Section):

if to the Company:

TIV 1 LLC
39500 High Pointe Blvd, Suite 220
Novi, MI 48375
Attention: Patrick Murphy

or at such other address as the Company may designate by notice to the Investor in accordance with the provisions of this Section; and

if to the Investor, at the address indicated on the signature page hereof, or at such other address as the Investor may designate by notice to the Company in accordance with the provisions of this Section.

g. Finder's Fees. The Investor represents that it neither is nor will be liable for any finder's fee or commission in connection with the transaction contemplated by this Agreement. The Investor shall indemnify and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or alleged liability) for which the Investor or any of its officers, partners, employees, agents or representatives is responsible including, without limitation, reasonable attorneys' fees.

h. Expenses. Irrespective of whether a Closing is effected, each of the Company and the Investor shall pay all of its own costs and expenses incurred with respect to the negotiation, execution, delivery and performance of this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

i. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

j. Entire Agreement. This Agreement (including the exhibits and schedules hereto, and the agreements referred to herein) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether oral or written, of the parties hereto.

k. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the Company and by the Investor.

l. Further Assurances. At any time and from time to time after the Closing, each party shall take such
actions as the other party may reasonably request in order to carry out the intent and purpose of this Agreement.

m. Advisors Consulted. The Investor hereby acknowledges and agrees that the Investor (i) has read this Agreement in its entirety prior to executing it (including, without limitation, all schedules and exhibits), (ii) understands the provisions and effects of this Agreement, and (iii) has consulted with such attorneys, accountants, and other financial advisors as the Investor has deemed appropriate in connection with the Investor's execution of this Agreement.

n. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. This Agreement may be executed by facsimile, PDF, or other generally accepted electronic means.

[Signature Page to Follow]

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned investor hereby certifies that the undersigned (i) agrees to all the terms and conditions of this Subscription Agreement, (ii) meets the suitability standards set forth in this Subscription Agreement and the Investor Questionnaire, and (iii) all information listed on this signature page is complete and accurate.

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement this 18th day of January 2021.

INVESTOR (if an individual):

By:_____
Name:

INVESTOR (if an entity):

Bunker Consulting, LLC

By: DocuSigned by: 96DF5AC665754D3...

Name: Richard G. Bunker, Jr.

Title: Signatory

State/Country of Domicile or Formation Pennsylvania, USA

Number of Units: 25,000

Aggregate Subscription Amount: US$: 25,000

Investor SS# or EIN# : 84-4225187

Address of Investor: 312 Summit Ave

Jenkintown, PA 19046

Email Address of Investor: Rick@bunker.us

[Counterpart Signature Page of the Company Follows]

The offer to purchase Units as set forth above is confirmed and accepted by the Company as to 25,000 Units.

TIV 1 LLC,
a Delaware limited liability company

By: TIV 1 Management LLC, its Manager

DocuSigned by:

By: Robert G. Yablunsky
53F714E1C02F42A...

Name: Robert G. Yablunsky
Title: Manager

Date: 1/20/2022

EXHIBIT A

INVESTOR SUITABILITY QUESTIONNAIRE
FINANCING OF
TIV 1 LLC

This Questionnaire is being distributed to certain individuals and entities which may be offered the opportunity to purchase units (the "Securities") of TIV 1 LLC, a Delaware limited liability company (the "Company"). The purpose of this Questionnaire is to assure the Company that all such offers and purchases will meet the standards imposed by the Securities Act of 1933, as amended (the "Act"), and applicable state securities laws.

All answers will be kept confidential. However, by signing this Questionnaire, the undersigned agrees that this information may be provided by the Company to its legal and financial advisors, and the Company and such advisors may rely on the information set forth in this Questionnaire for purposes of complying with all applicable securities laws and may present this Questionnaire to such parties as it reasonably deems appropriate if called upon to establish its compliance with such securities laws. **The undersigned represents that the information contained herein is complete and accurate and will notify the Company of any material change in any of such information prior to the undersigned's investment in the Company.**

FOR INDIVIDUAL INVESTORS

Accredited Investor Certification. The undersigned makes one or more of the following representations regarding its income, net worth, status as a "family client" of a "family office," and/or certain professional certifications or designations and certain related matters ***and has checked the applicable representation*:**

[__] The undersigned's income[1] during each of the last two years exceeded $200,000 or, if the undersigned is married or has a spousal equivalent[22], the joint income of the undersigned and the undersigned's spouse or spousal equivalent, as applicable, during each of the last two years exceed $300,000, and the undersigned reasonably expects the undersigned's income, from all sources during this year, will exceed $200,000 or, if the undersigned is married or has a spousal equivalent, the joint income of undersigned and the undersigned's spouse or spousal equivalent, as applicable, from all sources during this year will exceed $300,000.

[__] The undersigned's net worth,[3] including the net worth of the undersigned's spouse or spousal equivalent, as applicable, is in excess of $1,000,000 (excluding the value of the undersigned's primary residence).

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[1] For purposes of this Questionnaire, "***income***" means adjusted gross income, as reported for federal income tax purposes, increased by the following amounts: (a) the amount of any tax exempt interest income received, (b) the amount of losses claimed as a limited partner in a limited partnership, (c) any deduction claimed for depletion, (d) amounts contributed to an IRA or Keogh retirement plan, (e) alimony paid, and (f) any amounts by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

[2] For purposes of this Questionnaire, "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse

[3] For purposes of this Questionnaire, "***net worth***" means the excess of total assets, excluding your primary residence, at fair market value, over total liabilities, including your mortgage or any other liability secured by your primary residence only if and to the extent

[__] The undersigned is a holder in good standing of one or more of the following certifications or designations administered by the Financial Industry Regulatory Authority, Inc. (FINRA): the Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), or Licensed Private Securities Offerings Representative (Series 82).

[__] The undersigned is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), of a family office as defined in rule 202(a)(11)(G)-1 under the Advisers Act, (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment, and whose prospective investment is directed by such family office pursuant to clause (iii) of this sentence.

[__] The undersigned cannot make any of the representations set forth above.

FOR ENTITY INVESTORS

Accredited Investor Certification. The undersigned makes one of the following representations regarding its net worth and certain related matters and has checked the applicable representation:

[__] The undersigned is a trust not formed for the specific purpose of acquiring the Securities with total assets in excess of $5,000,000, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act.

[__] The undersigned is (i) a bank as defined in Section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in an individual or a fiduciary capacity, (ii) an investment adviser registered pursuant to Section 203 of the Advisers Act or registered pursuant to the laws of a state, (iii) an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act, (iv) an insurance company as defined in Section 2(a)(13) of the Act, (v) an investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company, as defined in Section 2(a)(48) of that act, (vi) a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended, (vii) a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, (viii) a Rural Business

Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act, as amended, (ix) a plan with total assets in excess of $5,000,000 established and maintained by a state (or political subdivision or agency thereof) for the benefit of its employees, or (x) a private business development company as defined in Section 202(a)(22) of the Advisers Act.

[__] The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and *either* all investment decisions are made by a

that it exceeds the value of your primary residence. Net worth should include the value of any other shares of stock or options held by you and your spouse or spousal equivalent and any personal property owned by you or your spouse or spousal equivalent (*e.g.* furniture, jewelry, other valuables, etc.). For the purposes of calculating joint net worth: joint net worth can be the aggregate net worth of you and your spouse or spousal equivalent; assets need not be held jointly to be included in the calculation

plan fiduciary as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, savings and loan association, insurance company, or registered investment advisor, *or* the undersigned has total assets in excess of $5,000,000 *or*, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.

[__] The undersigned is a corporation, limited liability company, partnership, business trust or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "***Code***"), in each case, that was not formed for the purpose of acquiring the Securities and has total assets in excess of $5,000,000.

[X] The undersigned is an entity in which **all** of the equity owners (in the case of a revocable living trust, its grantor(s)) qualify under any of the above subparagraphs, or, if an individual, each such individual has a net worth,[2] either individually or upon a joint basis with such individual's spouse or spousal equivalent, as applicable, in excess of $1,000,000 (within the meaning of such terms as used in the definition of "accredited investor" contained in Rule 501 under the Act), *or* has had an individual income[1] in excess of $200,000 for each of the two most recent years, or a joint income with such individual's spouse or spousal equivalent, as applicable, in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

[__] The undersigned is an entity, of a type not listed in any of the paragraphs above, which was not formed for the specific purpose of acquiring the Securities offered, owning investments in excess of $5,000,000. For purposes of this clause, "investments" means investments as defined in Rule 2a51-1(b) under the Investment Company Act of 1940.

[__] The undersigned is a "family office," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

[__] The undersigned is a "family client," as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in the above paragraph and whose prospective investment is directed by such family office pursuant to clause (iii) of the above paragraph.

[__] The undersigned cannot make any of the representations set forth above.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Investor Suitability Questionnaire as of the date written below.

Bunker Consulting, LLC
Full Name of Investor (individual or entity)

DocuSigned by:
96DE5AC665754D3...
(Signature)

Richard G. Bunker, Jr..
Name of Signing Party (Please Print)

Signatory
Title of Signing Party if entity (Please Print)

312 Summit Ave, Jenkintown, PA 19046
Address

Rick@bunker.us
Email

1/18/2022
Date Signed

EXHIBIT B

JOINDER TO LIMITED LIABILITY COMPANY AGREEMENT

The undersigned hereby executes this Joinder for the purpose of becoming a party to and agreeing to be bound by that certain Limited Liability Company Agreement of TIV 1, LLC, dated as of December 16, 2021, by and among TIV 1 LLC (the "Company") and its members, attached hereto as Appendix A in connection with the purchase by the undersigned as of the date hereof of Class A Common Units of the Company, and agrees that the undersigned shall be a "Member" within the meaning of such agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date set forth below.

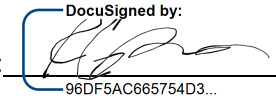
INVESTOR (if individual)

By:_____

Name:

INVESTOR (if an entity)

Bunker Consulting, LLC

By: DocuSigned by:  96DF5AC665754D3...

Name: Richard G. Bunker, Jr.

Title: Signatory

APPENDIX A

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT
of
TIV 1 LLC

This Limited Liability Company Agreement of TIV 1 LLC, a Delaware limited liability company (the "**Company**"), is entered into as of December 16, 2021 by and among the Company, the Manager (as defined below) and the Members (as defined below) executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Delaware by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware (the "**Secretary of State**") on November 10, 2021 (the "**Certificate of Formation**");

WHEREAS, concurrent with the execution a Joinder Agreement, each of the parties acquiring Units hereunder is entering into a Subscription Agreement (each a "**Subscription Agreement**"), pursuant to which they are acquiring their respective Units in the Company on the terms and conditions set forth therein; and

WHEREAS, the Members wish to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1), and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"**Adjusted Taxable Income**" of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof);

provided, that such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

"**Affected Member**" has the meaning set forth in Section 9.03(a).

"**Affected Units**" has the meaning set forth in Section 9.03(a).

"**Affected Unit Notification Date**" has the meaning set forth in Section 9.03(a).

"**Affected Unit Purchase Price**" has the meaning set forth in Section 9.03(a).

"**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and the terms "controlling" and "controlled" shall have correlative meanings.

"**Agreement**" means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented, or restated from time to time, as provided herein.

"**Applicable Law**" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Bankruptcy**" means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay his, her, or its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment, or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

"**BBA**" means the Bipartisan Budget Act of 2015.

"**Book Depreciation**" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

"**Book Value**" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a *de minimis* amount;

(ii) the Distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

provided, that an adjustment pursuant to clauses (i), (ii), or (iii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company

asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"**Business**" means the business of the Company.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which commercial banks in the City of New York are authorized or required to close.

"**Capital Account**" has the meaning set forth in Section 5.03.

"**Capital Contribution**" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

"**Cause**" means a final non-appealable judgment by any court or governmental body of competent jurisdiction finding that the Manager has committed fraud or willful misconduct in connection with a material breach of its duties under this Agreement and that such breach had a material adverse effect on the Company.

"**Certificate of Formation**" has the meaning set forth in the Recitals.

"**Change of Control**" means: (a) the sale of all or substantially all of the consolidated assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization, or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers (or the board of directors (or its equivalent) of the resulting entity or its parent company).

"**Code**" means the Internal Revenue Code of 1986.

"**Capital Value**" means, for any holder of Units at any time, the sum of the Capital Contributions attributable in respect of the acquisition of such holder's Units as set forth on Schedule A.

"**Class A Common Unit**" has the meaning set forth in Section 3.01.

"**Company**" has the meaning set forth in the Preamble.

"**Company Interest Rate**" has the meaning set forth in Section 7.04(c).

"**Company Minimum Gain**" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Covered Person**" has the meaning set forth in Section 12.01(a).

"**Delaware Act**" means the Delaware Limited Liability Company Act, Title 6, Chapter 18, §§ 18-101, *et seq*.

"**Designated Individual**" has the meaning set forth in Section 10.03(a).

"**Distribution**" means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units or Unit Equivalents; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member's capacity as a service provider for the Company. "**Distribute**" when used as a verb, and "**Distributive**" when used as an adjective, shall have correlative meanings.

"**Drag-Along Member**" has the meaning set forth in Section 9.04(a).

"**Drag-Along Notice**" has the meaning set forth in Section 9.04(c).

"**Drag-Along Sale**" has the meaning set forth in Section 9.04(a).

"**Dragging Members**" has the meaning set forth in Section 9.04(a).

"**Economic Interest**" means, subject to Applicable Law, an interest in the Company owned by a Member or Unadmitted Assignee which entitles such Person solely to (a) such Person's Distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company, and (b) such Person's Distributive share of the assets of the Company, but does not include any other rights of a Member including, without limitation, the right to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement.

"**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"**Estimated Tax Amount**" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Manager. In

making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

"**Excess Amount**" has the meaning set forth in Section 7.03(c).

"**Fair Market Value**" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's-length transaction, as determined in good faith by the Manager based on such factors as the Manager, in the exercise of its reasonable business judgment, considers relevant.

"**Family Members**" has the meaning set forth in Section 9.02(a)(iii).

"**Financing Document**" means any credit agreement, guarantee, financing, or security agreement, or other agreements or instruments governing indebtedness of the Company.

"**Fiscal Year**" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"**Fully Diluted Basis**" means, as of any date of determination, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Involuntary Transfer**" means the Transfer of the Units or Unit Equivalents of a Member in connection with, as applicable, (i) the death of such Member, (ii) the dissolution of such Member's Marital Relationship, (iii) the death of such Member's Spouse, or (iv) the Bankruptcy of such Member.

"**Joinder Agreement**" means the joinder agreement in form and substance attached hereto as Exhibit A.

"**Lien**" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"**Liquidator**" has the meaning set forth in Section 11.03(a).

"**Losses**" has the meaning set forth in Section 12.03(a).

"**Manager**" has the meaning set forth in Section 8.01.

"**Marital Relationship**" means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

"**Member**" means each Person who is admitted as a Member in accordance with the terms of this Agreement and the Delaware Act, in each case so long as such Person is shown on the Company's books and records as the owner of one or more Units. The Members shall constitute the "members" (as that term is defined in the Delaware Act) of the Company.

"**Member Nonrecourse Debt**" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"**Member Nonrecourse Debt Minimum Gain**" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"**Member Nonrecourse Deduction**" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"**Members Schedule**" has the meaning set forth in Section 3.01.

"**Membership Interest**" means an interest in the Company owned by a Member, including such Member's Economic Interest and right, as applicable, to (a) vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (b) any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act.

"**Misallocated Item**" has the meaning set forth in Section 6.05.

"**Net Income**" and "**Net Loss**" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"**New Interests**" has the meaning set forth in Section 3.03.

"**Nonrecourse Liability**" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"**Officers**" has the meaning set forth in Section 8.03.

"**Percentage Interest**" means, for any Member, the number of Units on a Fully Diluted Basis held by such Member divided by the total number of outstanding Units owned by all Members on a Fully Diluted Basis, expressed as a percentage.

"**Permitted Transfer**" means a Transfer of Units carried out pursuant to Section 9.02. "**Permitted Transferee**" means a recipient of a Permitted Transfer.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"**Pro Rata Portion**" means, with respect to any Member, on any issuance date for New Securities, the number of New Securities equal to the product of (a) the total number of New Securities to be issued by the Company on such date and (b) such Member's Percentage Interest on such date immediately prior to such issuance.

"**Quarterly Estimated Tax Amount**" of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) a quarter (¼) in the case of the first calendar quarter of the Fiscal Year, half (½) in the case of the second calendar quarter of the Fiscal Year, three-quarters (¾) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all Distributions previously made during such Fiscal Year to such Member.

"**Regulatory Allocations**" has the meaning set forth in Section 6.02(d).

"**Representative**" means, with respect to any Person, any and all directors, managers, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

"**Requisite Members**" means Members holding seventy-five percent (75%) or more of the issued and outstanding Units.

"**Revised Partnership Audit Rules**" has the meaning set forth in [Section 10.03(a)/Section 10.03(c)].

"**Secretary of State**" has the meaning set forth in the Recitals.

"**Securities Act**" means the Securities Act of 1933.

"**Shortfall Amount**" has the meaning set forth in Section 7.03(b).

"**Spousal Consent**" means a written undertaking (in a form provided by the Company) executed by a Spouse which provides that such Spouse (i) has read and understands this Agreement, (ii) agrees to be bound by the terms of this Agreement, (iii) has had the opportunity to consult with independent counsel, and (iv) appoints his/her Spouse as his/her attorney-in-fact with respect to any amendment or exercise of any rights or obligations under this Agreement.

"**Spouse**" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any individual in a Marital Relationship with a Member.

"**Subscription Agreement**" has the meaning set forth in the Recitals.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Tax Advance**" has the meaning set forth in Section 7.03(a).

"**Tax Amount**" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to such Member's Units.

"**Tax Matters Representative**" has the meaning set forth in Section 10.03(a).

"**Tax Rate**" of a Member, for any period, means the highest marginal blended federal, state, and local tax rate applicable to ordinary income, qualified dividend income, or capital gains, as appropriate, for such period for an individual residing in New York, New York[, taking into account for federal income tax purposes the deduction under IRC Section 199A].

"**Taxing Authority**" has the meaning set forth in Section 7.04(b).

"**Third Party Purchaser**" means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units or Unit Equivalents or (b) is not an Affiliate or a Family Member of any Person who directly or indirectly owns or has the right to acquire any Units or Unit Equivalents.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person. "**Transfer**" when used as a noun shall have a correlative meaning. "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

"**Treasury Regulations**" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"**Unadmitted Assignee**" means a Transferee who owns solely an Economic Interest.

"**Unallocated Item**" has the meaning set forth in Section 6.05.

"**Unit**" means a unit representing a fractional part of the Membership Interest of each Member.

"**Unit Equivalents**" means any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable, or exercisable for Units, and any option, warrant, or other right to subscribe for, purchase, or acquire Units.

"**Withholding Advances**" has the meaning set forth in Section 7.04(b).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in

this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on November 10, 2021, pursuant to the provisions of the Delaware Act, upon the filing of the Certificate of Formation with the Secretary of State.

(b) This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Delaware Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Delaware Act in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

Section 2.02 Name. The name of the Company is "TIV 1 LLC" or such other name or names as the Manager may from time to time designate and file with the Secretary of State in accordance with the Delaware Act; *provided*, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC."

Section 2.03 Principal Office. The principal office of the Company is located at 39500 High Pointe Blvd, Suite 220, Novi, MI 48375, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Delaware Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Delaware Act and Applicable Law.

Section 2.05 Purpose; Powers.

(a) The initial purpose of the Company is to (i) own and manage the Company's interest in Tokeny S.à r.l., a *société à responsabilité limitée*, incorporated and existing under the laws of Luxembourg (the "**Business**"), and (ii) engage in any and all lawful activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Delaware Act.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager, or Officer of the Company shall be a partner or joint venturer of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III
UNITS

Section 3.01 Units. The Membership Interests of the Members shall be represented by Units which shall be designated "**Class A Common Units**". The Manager shall maintain a schedule of all Members, their respective mailing addresses, and the number of Units held by them (the "**Members Schedule**"), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member in accordance with this Agreement. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 3.02 Authorization and Issuance of Units. The Company is hereby authorized to issue up to 6,000,000 Units.

Section 3.03 Other Issuances. In addition to the Units authorized on the date hereof pursuant to Section 3.02, the Company is hereby authorized, subject to the approval of the Members pursuant to Section 4.06(b) and compliance with the provisions of Section 9.01(b), as

applicable, to authorize and issue or sell to any Person, for consideration and on other terms and conditions determined by the Manager, any of the following (collectively, "**New Interests**"): (a) any new type, class, or series of Units not otherwise authorized in this Agreement, and (b) Unit Equivalents. The Manager is hereby authorized to amend this Agreement to reflect any such issuance and to fix the relative privileges, preferences, duties, liabilities, obligations, and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation, or otherwise) over any other Units, and any contributions required in connection therewith.

Section 3.04 Certification of Units.

(a) The Units shall not be certificated; provided, that the Manager, in its sole discretion may issue certificates to the Members representing the Units held by such Members.

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 3.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.

(a) Subject to the express written consent of the Manager in its sole discretion, new Members may be admitted from time to time in connection with (i) an issuance of Units by the Company in accordance with the provisions of this Agreement, subject to compliance with the provisions of Section 9.01(b), as applicable, and (ii) a Transfer of Units, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units (including a Permitted Transfer), such Person shall have received the Manager's express written consent and executed and delivered to the Company (i) a written undertaking substantially in the form of the Joinder Agreement and, if such Person is an individual who has a Spouse, a Spousal Consent. Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions as may be deemed necessary or appropriate by the Manager, including, if applicable, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her, or its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering, and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of this Agreement have been complied with;

(b) Such Member (i) is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, and (ii) agrees to furnish any additional information requested by the Company to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Units;

(c) Such Member's Units are being acquired for such Member's own account solely for investment and not with a view to resale or distribution thereof;

(d) Such Member has been advised to obtain independent counsel to advise him, her, or it individually in connection with the drafting, preparation, negotiation, and/or review of this Agreement and, if applicable, the Joinder Agreement. Such Member has conducted his, her, or its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company and such Member acknowledges that he, she, or it has been provided adequate access to the personnel, properties, premises, and records of the Company for such purpose;

(e) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company that

may have been made or given by any other Member or by any Representative of any other Member or the Company;

(f) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(g) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(h) The execution, delivery, and performance of this Agreement or the Joinder Agreement by such Member (i) if it is an entity, have been duly authorized by all requisite entity action on the part of such Member and do not require such Member to obtain any consent or approval that has not been duly obtained; and (ii) do not contravene in any material respect or result in a default under (A) any provision of any law or regulation applicable to such Member; (B) if such Member is an entity, its governing documents; or (C) any agreement or instrument to which such Member is a party or by which such Member is bound; and

(i) This Agreement is valid, binding, and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

None of the foregoing shall replace, diminish, or otherwise adversely affect any Member's representations and warranties made by him, her, or it in any Subscription Agreement.

Section 4.03 No Personal Liability. Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member or as a result of any other events specified in § 18-304 of the Delaware Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Section 4.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its Business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's executors, administrators, testamentary trustees, legatees, distributees, or beneficiaries, as applicable, as Permitted Transferees and Unadmitted Assignees, and shall only become Members pursuant to Section 9.02(b).

Section 4.06 Voting.

(a) Except as otherwise provided by this Agreement (including Section 4.06(b) and Section 13.10) or as otherwise required by the Delaware Act or Applicable Law, each Member shall be entitled to one vote per Unit on all matters upon which the Members have the right to vote under this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company shall not engage in or cause any of the following transactions or take any of the following actions, and the Manager shall not authorize, permit, or cause the Company to engage in, take, or cause any such action, in each case except with the prior approval of the Requisite Members:

(i) the authorization of any type, class, or series of Units other than the Class A Common Units;

(ii) the authorization or issuance of any Units or Unit Equivalents beyond those authorized pursuant to Section 3.02 as of the date hereof;

(iii) the authorization or payment of any Distribution to any holder of, or redemption or repurchase of, any Units or Unit Equivalents, other than in accordance with Section 7.02, Section 11.03(c), or Tax Advances;

(iv) make any material change to the nature or purpose of the Business;

(v) a merger, consolidation, conversion, or other similar transaction involving the Company in which the holders of the Units immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction;

(vi) the sale, lease, or conveyance of all or substantially all of the assets of the Company; and

(vii) any action that results in a liquidation or dissolution of the Company.

Section 4.07 Meetings.

(a) Meetings of the Members may be called by (i) the Manager or (ii) the Requisite Members.

(b) There shall be no required meetings of the Members and no actions with respect to the Company shall require a vote or approval by the Members except as required by a non-waivable provision of Applicable Law or as expressly required by this Agreement. For situations in which the consent or approval of the Members is expressly required by this Agreement or by a non-waivable provision of Applicable Law, the Members may act through written consents, executed by the Members whose consent or approval is so required, provided that prompt written notice of such action is delivered to

each other Member. Except to the extent this Agreement expressly provides otherwise, all required actions, consents and approvals by the Members hereof shall be effective if taken by the Requisite Members.

Section 4.08 Call, Notice; Quorum. If any meeting of the Members shall be called, such meeting may be held at the principal executive office of the Company or at such other location as may be designated by the Manager. Following the call of any such meeting, the Manager shall give written notice of such meeting to all Members at least forty-eight (48) hours prior to the time set for such meeting. The notice shall state the place, date, and hour of the meeting and the general nature of business to be transacted. No other business may be transacted at the meeting. The presence at a meeting of the Requisite Members in person or by proxy, constitutes a quorum for the transaction of business.

Section 4.09 Waiver of Notice. The transactions of any meeting of Members, however called and noticed, and wherever held, shall be valid as though consummated at a meeting duly held after regular call and notice, if a quorum is present at that meeting, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs either a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of notice, except when that Member objects, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting.

Section 4.10 Proxies. At all meetings of Members, any Member may vote in person or by proxy, which must be in writing. Such proxy shall be filed with the Manager before or at the time of the meeting and may be filed by mail, e-mail or facsimile transmission to the Manager at the principal office of the Company or such other address as may be given by the Manager to the Members for such purposes.

Section 4.11 Participation in Meetings by Conference Telephone. Members entitled to vote at any meeting may participate in a meeting by means of such telephonic, electronic or other communication facilities as shall permit all Members participating in such meeting to hear and communicate with each other simultaneously, and a Member participating in such meeting by such means is deemed to be present at such meeting.

Section 4.12 Record Dates. The record date for determining the Members entitled to notice at any meeting or to vote, or entitled to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by the Manager.

Section 4.13 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the Delaware Act. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.14 Other Activities of Members; Business Opportunities. Each Member and such Member's Affiliates may, subject to performing any of their obligations set out in this Agreement, engage in any other activities, ventures, or businesses, regardless of whether those activities, ventures, or businesses are similar to or competitive with the Business; *provided* that such Member or Affiliate does not engage in such activity, venture, or business as a result of or using Confidential Information. None of the Members nor any of their Affiliates shall be obligated to (a) account to the Company or to any other Member for any profits or income earned or derived from such other activities, ventures, or businesses or (b) inform the Company or the other Members of any investment or business opportunity of any type or description.

Section 4.15 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.16 Spousal Consent. Each Member who has a Spouse as of the date of this Agreement shall cause such Member's Spouse to execute and deliver to the Company a Spousal Consent. If any Member should marry or engage in a Marital Relationship after the date of this Agreement, such Member shall cause his or her Spouse to execute and deliver to the Company a Spousal Consent within thirty (30) days thereof.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Capital Contributions. Each Member owning Units has made the Capital Contribution giving rise to such Member's Capital Account and is deemed to own the number of Units in the amounts set forth opposite such Member's name on the Members Schedule as in effect from time to time.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the approval of the Manager, subject to the applicable provisions of Section 4.06(b), and in connection with an issuance of Units made in compliance with this Agreement.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE VI; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property Distributed to such Member pursuant to ARTICLE VII and Section 11.03(c);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE VI; and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to ARTICLE VI, ARTICLE VII, and ARTICLE XI in respect of such Units. Any reference in this Agreement to a Distribution to a Person shall include any Distributions made to a former or Transferor Member in respect of Units Transferred to such Person.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in such Member's Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of such Member's Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to such Member's Capital Contributions or Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of

such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE VI
ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss, or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 11.03(c) if the Company were dissolved, its affairs wound up, and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 11.03(c), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's

share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) The allocations set forth in Section 6.02(a), Section 6.02(b), and Section 6.02(c) above (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses, and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method of Treasury Regulations Section 1.704-3(b), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis

of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with the traditional method in accordance with Treasury Regulations Section 1.704-3(d).

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions, or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 6.05 Curative Allocations. In the event that the Manager determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss, or deduction is not specified in this ARTICLE VI (an "**Unallocated Item**"), or that the allocation of any item of Company income, gain, loss, or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "**Misallocated Item**"), then the Manager may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; *provided*, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and *provided, further*, that no such allocation shall have any material effect on the amounts Distributable to any Member, including the amounts to be Distributed upon the complete liquidation of the Company.

ARTICLE VII
DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 4.06(b), Section 7.01(b), Section 7.02, Section 7.03, and Section 7.05, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including present and anticipated debts and obligations, capital needs and expenses, the payment of any administrative expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution if such Distribution would violate § 18-607 of the Delaware Act or other Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.03 (giving effect to Section 7.03(d)), and subject to the priority of Distributions pursuant to Section 11.03(c), if applicable, all Distributions determined to be made by the Manager shall be made to the Members as follows: (i) first, to the Members in respect of any loans made by the Members, with amounts so distributed applied first to accrued interest and then to principal, and (ii) then, to the Members *pro rata* in proportion to their Percentage Interests.

Section 7.03 Tax Advances.

(a) In the Manager's sole discretion, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the seventy-fifth (75th) day of the next succeeding Fiscal Year; *provided*, that if the Company has made Distributions other than pursuant to this Section 7.03, the Manager may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.03 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.03, except to the extent taken into account as an advance pursuant to Section 7.03(d).

(d) Any Distributions made to a Member pursuant to this Section 7.03 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02.

Section 7.04 Tax Withholding; Withholding Advances.

(a) If requested by the Manager, each Member shall, if able to do so, deliver to the Manager:

(i) an affidavit in form satisfactory to the Manager that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign, or other Applicable Law;

(ii) any certificate that the Manager may reasonably request with respect to any such laws; and/or

(iii) any other form or instrument reasonably requested by the Manager relating to any Member's status under such law.

If a Member fails or is unable to deliver to the Manager the affidavit described in Section 7.04(a)(i), the Manager may withhold amounts from such Member in accordance with Section 7.04(b).

(b) The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Manager based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local, or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 and allocable to a Member as determined by the Manager) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.04(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

(c) Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum (the "**Company Interest Rate**"):

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account); or

(ii) with the consent of the Manager, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Manager shall have initially charged the amount of the Withholding Advance to the Capital Account).

Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

(d) Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.04(d) and the obligations of a Member pursuant to Section 7.04(c) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of such Member's Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(e) Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.05 Distributions in Kind.

(a) The Manager is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any such non-cash Distribution, the securities or other property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or other property would be Distributed among the Members pursuant to Section 7.02.

(b) Any Distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or

appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further transfer of the Distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on transfer with respect to such laws.

ARTICLE VIII
MANAGEMENT

Section 8.01 Manager. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of a single manager (the "**Manager**"), and the Manager shall have, and is hereby granted, the full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, to exercise any rights and powers granted to the Company under this Agreement, and to exercise all power and authority vested in managers under the Delaware Act, in each case subject only to the terms of this Agreement, including Section 4.06(b). The Manager shall be TIV 1 Management LLC, a Delaware limited liability company. The Manager shall serve in such capacity until its resignation or removal.

Section 8.02 Removal; Resignation.

(a) The Manager may be removed by the Requisite Members only for Cause. Upon the removal of the Manager, a successor Manager shall be appointed by the Requisite Members.

(b) The Manager may resign at any time by delivering its written resignation to the Members. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event.

Section 8.03 Officers. The Manager may appoint individuals as officers of the Company (the "**Officers**") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Manager or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal, or otherwise, may, but need not, be filled by the Manager.

Section 8.04 Compensation and Reimbursement of the Manager; No Employment.

(a) Except as set forth in that certain Management Services Agreement (the "**Management Agreement**"), dated as of the date hereof, by and between the Company and the Manager, pursuant to which the Company shall cause to be issued to the Manager warrants as set forth in the Management Agreement, the Manager shall not be compensated for its service as a Manager. The Manager shall be reimbursed for its out-of-pocket expenses incurred in the performance of its duties as a Manager.

(b) This Agreement does not, and is not intended to, confer upon the Manager any rights with respect to employment by the Company, and nothing herein shall be construed to have created any employment agreement with the Manager.

Section 8.05 Other Activities of the Manager; Business Opportunities. Nothing contained in this Agreement shall prevent the Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business. The Manager shall not be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses.

Section 8.06 No Personal Liability. Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, the Manager will not be obligated for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being the Manager.

ARTICLE IX
TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Each Member acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any interest in all or any part of his, her, or its Units or Unit Equivalents without the express written consent of the Manager, in its sole discretion, except as permitted pursuant to Section 9.02 or in accordance with the procedures described in Section 9.04, as applicable. No Transfer of Units or Unit Equivalents to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b).

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that he, she, or it will not, directly or indirectly, Transfer any of such Member's Units or Unit Equivalents, and the Company agrees that it shall not issue any Units or Unit Equivalents:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units or Unit Equivalents, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Code Section 7704(b);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Delaware Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Units or Unit Equivalents in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Units or Unit Equivalents for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of Units or Unit Equivalents permitted by Section 9.02 or made in accordance with the procedures described in Section 9.04, as applicable, and purporting to be a sale, transfer, assignment, or other disposal of the entire Membership Interest represented by such Units or Unit Equivalents, inclusive of all the rights and benefits applicable to such Membership Interest as described in the definition of the term "Membership Interest," shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers.

(a) Subject to **Error! Reference source not found.**, the provisions of Section 9.01(a) and Section 9.04 (with respect to the Dragging Member only) shall not apply to any Transfer by any Member of any of his, her, or its Units or Unit Equivalents to any of the following:

(i) Any Affiliate of such Member;

(ii) Any provider of credit to a Member if and to the extent that such Member's Units or Unit Equivalents are pledged to secure such credit, provided that such pledge was approved by the Manager; or

(iii) With respect to any Member that is a natural Person, to (A) such Member's Spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the Spouses of each such natural Person (collectively, "**Family Members**"), (B) a trust under which the distribution of Units or Unit Equivalents may be made only to such Member and/or any Family Member of

such Member, (C) a charitable remainder trust, the income from which will be paid to such Member during his or her life, (D) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only such Member and/or Family Members of such Member, or (E) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, distributees, or beneficiaries.

(b) Upon a Transfer made pursuant to Section 9.02(a)Section 9.01(a), such Permitted Transferee shall be deemed to be an Unadmitted Assignee unless and until (i) the Manager, in its sole discretion, provides its express written consent to the admission of such Permitted Transferee as a Member, and (ii) such Permitted Transferee executes and delivers to the Company a Joinder Agreement.

Section 9.03 Involuntary Transfers.

(a) Subject to approval by any applicable Governmental Authority if required, the Company shall have the right, but not the obligation, to purchase any or all Units or Unit Equivalents of a Member that are subject to an Involuntary Transfer (such Member, the "**Affected Member**," and such Units or Unit Equivalents, the "**Affected Units**"). No later than forty-five (45) days following the date that the Company receives notice that an Involuntary Transfer has occurred or will occur (regardless of when such Involuntary Transfer occurred or will occur), the Company shall have the right, but not the obligation, to purchase the Affected Units by providing written notice thereof to the Affected Member and/or the applicable Governmental Authority (the date on which such notice is given, the "**Affected Unit Notification Date**"). The purchase price of the Affected Units (the "**Affected Unit Purchase Price**") shall be equal to the Fair Market Value of such Affected Units as of the date of the Involuntary Transfer; provided, that if a Governmental Authority has determined, or the Affected Member and his or her Spouse/former Spouse have agreed upon, a different Affected Unit Purchase Price, then the Affected Unit Purchase Price shall be such price. If the Company elects to purchase the Affected Units, the Company, in its sole discretion subject to Applicable Law, shall pay the Affected Unit Purchase Price either (i) in a lump sum within thirty (30) days following the Affected Unit Notification Date, or (ii) in twelve (12) substantially equal monthly installments of principal together with interest at the rate of three percent (3%) per annum (simple interest) commencing on the date that is thirty (30) days following the Affected Unit Notification Date. The Manager may or may not, in its sole discretion, assign the Company's right to purchase the Affected Units to any Person including, without limitation, the Affected Member. Each Affected Member shall take all actions as may be reasonably necessary to facilitate and effectuate consummation of the purchase of the Affected Units by the Company pursuant to this Section 9.03(a) including, without limitation, filing any necessary documentation with, and/or advocating for such purchase to, any applicable Governmental Authority, and/or entering into such agreements and delivering such certificates, instruments and consents as may be deemed necessary or appropriate.

(b) Notwithstanding anything to the contrary, a Transferee of an Involuntary Transfer shall be deemed to be an Unadmitted Assignee unless and until (i) the Manager,

in its sole discretion, provides its express written consent to the admission of such Transferee as a Member, and (ii) such Transferee executes and delivers to the Company a Joinder Agreement.

Section 9.04 Drag-Along Rights.

(a) **Participation.** If the Requisite Members (such Members collectively, the "**Dragging Members**") propose to consummate, in one transaction or a series of related transactions, a Change of Control (a "**Drag-Along Sale**"), the Dragging Members shall have the right, after delivering the Drag-Along Notice in accordance with Section 9.04(c) and subject to compliance with Section 9.04(d), to require that each other Member (each, a "**Drag-Along Member**") participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag-Along Sale) in the manner set forth in Section 9.04(b).

(b) **Sale of Units.** Subject to compliance with Section 9.04(d):

(i) If the Drag-Along Sale is structured as a sale resulting in a majority of the total Units of the Company being held by a Third Party Purchaser, then the Dragging Members and each Drag-Along Member shall sell the number of Units equal to the product obtained by multiplying (A) the number of applicable Units that the Third Party Purchaser proposes to acquire by (B) a fraction (x) the numerator of which is equal to the number of applicable Units held by the Dragging Members or Drag-Along Member, as the case may be, and (y) the denominator of which is equal to the number of applicable Units held by all of the Members. The proceeds of such transaction shall be distributed among the Members in accordance with Section 7.02.

(ii) If the Drag-Along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 11.03(c).

(c) **Sale Notice.** The Dragging Members shall exercise their rights pursuant to this Section 9.04 by delivering a written notice (the "**Drag-Along Notice**") to the Company and each Drag-Along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-Along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-Along Sale. The Drag-Along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

(i) The name of the Person to whom such Units are proposed to be sold;

(ii) The proposed date, time, and location of the closing of the sale;

(iii) The number of Units to be sold by the Dragging Members, the proposed amount of consideration for the Drag-Along Sale, and the other material terms and conditions of the Drag-Along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit; and

(iv) A copy of any form of agreement proposed to be executed in connection therewith.

(d) **Conditions of Sale.** The obligations of the Drag-Along Members in respect of a Drag-Along Sale under this Section 9.04 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-Along Member shall be the same form and amount of consideration to be received by the Dragging Members per Unit (the Distribution of which shall be made in accordance with Section 9.04(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 9.04(d)(iii), be the same as those upon which the Dragging Members sells their Units;

(ii) If the Dragging Members or any Drag-Along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-Along Members; and

(iii) Each Drag-Along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, and agreements as the Dragging Members make or provide in connection with the Drag-Along Sale; *provided*, that (x) each Drag-Along Member shall only be obligated to make individual representations and warranties with respect to his, her, or its title to and ownership of the applicable Units, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Drag-Along Member, and other matters relating to such Drag-Along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; (y) all representations, warranties, covenants, and indemnities shall be made by the Dragging Members and each Drag-Along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Members and each Drag-Along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Members and each such Drag-Along Member in connection with the Drag-Along Sale; and (z) a Drag-Along Member shall not be required to agree to a non-competition covenant.

(e) **Cooperation.** Each Drag-Along Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 9.04(d)(iii).

(f) **Expenses.** The fees and expenses of the Dragging Members incurred in connection with a Drag-Along Sale and for the benefit of all Drag-Along Members (it being understood that costs incurred by or on behalf of the Dragging Members for their sole benefit will not be considered to be for the benefit of all Drag-Along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Members and all the Drag-Along Members on a *pro rata* basis, based on the consideration received by each such Member; *provided*, that no Drag-Along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-Along Sale.

(g) **Consummation of Sale.** The Dragging Members shall have ninety (90) days following the date of the Drag-Along Notice in which to consummate the Drag-Along Sale, on the terms set forth in the Drag-Along Notice (which ninety (90)-day period may be extended for a reasonable time not to exceed an additional ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Members have not completed the Drag-Along Sale, the Dragging Members may not then exercise their rights under this Section 9.04 without again fully complying with the provisions of this Section 9.04.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within one hundred eighty (180) days after the end of each Fiscal Year, the reviewed balance sheet of the Company as at the end of each such Fiscal Year and the reviewed statements of income, cash flows, and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, accompanied by the certification of independent certified public accountants selected by the Manager, certifying to the effect that, except as set forth therein, such financial statements have been prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

(b) **Quarterly Financial Statements.** As soon as available, and in any event within forty-five (45) days after the end of each quarterly accounting period in each Fiscal Year (other than the last fiscal quarter of the Fiscal Year), the balance sheet of the

Company as at the end of each such fiscal quarter and for the current Fiscal Year to date and statements of income, cash flows, and Members' equity for such fiscal quarter and for the current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal quarter, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto), and certified by the principal financial or accounting officer of the Company.

Section 10.02 Inspection Rights. The Company shall permit each Member, upon reasonable notice and during normal business hours, at such Member's sole cost and expense, reasonable access to (a) examine the books and records of the Company no more often than twice in any 12-month period; and (b) consult with the Officers of the Company concerning the business, finances, and affairs of the Company.

Section 10.03 Tax Matters Representative.

(a) **Appointment.** The Members hereby appoint Robert G. Yablunsky as the "partnership representative" as provided in Code Section 6223(a) (the "**Tax Matters Representative**"). The Tax Matters Representative may be removed at any time by the Manager. If Robert G. Yablunsky ceases to be the Tax Matters Representative for any reason, the Manager shall appoint a new Tax Matters Representative. The Manager shall appoint an individual meeting the requirements of Treasury Regulation Section 301.6223-1(c)(3) (the "**Designated Individual**") as the sole person authorized to represent the Tax Matters Representative in audits and other proceedings governed by the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the "**Revised Partnership Audit Rules**"). Any person that the Manager designates as the Designated Individual shall be treated as, and subject to, the requirements and obligations of, the Tax Matters Representative, for purposes of this Section 10.03. The Designated Individual may be removed at any time by the Manager.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting judicial proceedings, and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and the Members shall be bound by the actions taken by the Tax Matters Representative.

(c) **US Federal Tax Proceedings.** In the event of an audit of the Company that is subject to the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the "**Revised Partnership Audit Rules**"), the Tax Matters Representative shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Tax Matters Representative or the

Company under the Revised Partnership Audit Rules (including any election under Code Section 6226), subject to approval by the Manager. If an election under Code Section 6226(a) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b). To the extent that the Tax Matters Representative does not make an election under Code Section 6221(b) or Code Section 6226, the Company shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4), and (5), to the extent such modification would reduce any taxes payable by the Company. Each Member agrees to cooperate with the Tax Matters Representative and to do or refrain from doing any or all things reasonably requested by the Tax Matters Representative with respect to the conduct of examinations under the Revised Partnership Audit Rules; *provided*, that a Member shall not be required to file an amended federal income tax return, as described in Code Section 6225(c)(2)(A).

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 7.04(d).

(e) **Survival.** The provisions of this Section 10.03 and the obligations of a Member or former Member pursuant to Section 10.03 shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of such Member's Units or Unit Equivalents.

Section 10.04 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 8.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

Section 10.05 Company Funds. All funds of the Company shall be deposited in its name in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
DISSOLUTION AND LIQUIDATION

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Manager to dissolve the Company, subject to Section 4.06(b)(vii);

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under § 18-802 of the Delaware Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been Distributed as provided in Section 11.03, and the Certificate of Formation shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Delaware Act and the following provisions:

(a) **Liquidator.** The Manager shall act as liquidator to wind up the Company (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) *First*, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *Second*, to the establishment of and additions to reserves that are determined by the Liquidator in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) *Third*, to the Members in the same manner as Distributions are made under and pursuant to Section 7.02.

(d) **Discretion of Liquidator.** Notwithstanding Section 7.05 or the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator, acting in good faith, deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed shall be valued at its Fair Market Value, as determined by the Liquidator in good faith.

Section 11.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 11.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Formation in the State of Delaware and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company.

Section 11.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to Section 12.03.

Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator, or any other Member.

ARTICLE XII
EXCULPATION AND INDEMNIFICATION

Section 12.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean each (i) Member; (ii) officer, director, shareholder, partner, member, Affiliate, employee,

agent, or representative of a Member, and each of their controlling Affiliates; and (iii) the Manager and each Officer, employee, agent, or representative of the Company.

(b) **Standard of Care.** No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in his, her, or its capacity as a Covered Person, whether or not such Person continues to be a Covered Person at the time such loss, damage, or claim is incurred or imposed, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company, or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) the Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 18-406 of the Delaware Act.

Section 12.02 Liabilities and Duties of Covered Persons.

(a) **Limitation of Liability.** This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) **Duties.** Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including his, her, or its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 12.03 Indemnification.

(a) To the fullest extent permitted by the Delaware Act, as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Delaware Act permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person from and against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a manager, officer, employee, or agent of the Company or that such Covered Person is or was serving at the request of the Company as a manager, director, officer, employee, or agent of any other Person;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe his, her, or its conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence or willful misconduct, in either case as determined by a final, non-appealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, or willful misconduct.

(b) **Advancement.** To the fullest extent permitted by Applicable Law, expenses (including reasonable legal fees and expenses) incurred by a Covered Person in connection with investigating, preparing to defend, or defending any claim relating to any Losses for which such Covered Person may be entitled to be indemnified pursuant to Section 12.03(a) shall, from time to time, be advanced by the Company prior to a final, non-appealable determination of a court of competent jurisdiction that, in respect of such matter, such Covered Person is not entitled to indemnification for such Losses; *provided, however,* that the Covered Person shall have provided to the Company (i) written affirmation of such Covered Person's good faith belief that he, she, or it has met the standard of conduct necessary for indemnification for such Losses under Section 12.03(a); and (ii) an undertaking to repay all such advanced amounts if it shall ultimately

be determined that the Covered Person is not entitled to such indemnification. Notwithstanding the foregoing, the Company shall not advance expenses incurred by a Covered Person in connection with a claim initiated against such Covered Person by the Company.

(c) **Entitlement to Indemnity.** The indemnification provided by this Section 12.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 12.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 12.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(d) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 12.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 12.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 12.03 to the fullest extent permitted by any applicable portion of this Section 12.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 12.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 12.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 12.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification, or repeal shall apply in such a way as to

eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 12.04 Survival. The provisions of this ARTICLE XII shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE XIII
MISCELLANEOUS

Section 13.01 Confidentiality. Each Member shall, and shall cause each of his, her, or its Affiliates to, maintain, at all times (including after any time that such Member ceases to be a Member), the confidentiality of all information furnished to him, her, or it pertaining to the Company ("**Confidential Information**"), other than information that such Member can demonstrate (a) is or becomes generally available to the public other than as a result of a disclosure by such Member or his, her, or its Affiliates; (b) becomes available to such Member or any of his, her, or its Representatives on a non-confidential basis from a third party who is not known by such Member to be prohibited by any obligation of confidentiality owed to the Company from transmitting the information to such Member; or (c) was already in the possession of such Member prior to his, her, or its becoming a Member; *provided, however,* that the prohibitions set forth in this Section 13.01 shall not prohibit disclosure of Confidential Information (i) to Representatives of such Member who, in the reasonable judgment of such Member, have a need to know such information; (ii) to any investor in the equity or assets of such Member or its Affiliates as part of disclosures to such investor in the ordinary course of such Member's or its Affiliate's business; (iii) to any bona fide prospective Transferee of such Member that shall have agreed to be bound by the provisions of this Section 13.01 as if a Member; (iv) to the extent necessary in the course of performing such Member's obligations or enforcing any remedy under this Agreement or the agreements expressly contemplated hereby; or (v) as is required to be disclosed by a court of competent jurisdiction, administrative body, or governmental body or by subpoena, summons, or legal process, or by Applicable Law; *provided* that, to the extent permitted by Applicable Law, the Member required to make such disclosure shall provide to the Manager prompt notice of such disclosure.

Section 13.02 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 13.03 Further Assurances. Each Member shall execute all such certificates and other documents and do all such filing, recording, publishing, and other acts as the Manager deems necessary or appropriate to comply with the requirements of the Delaware Act or Applicable Law relating to the formation and operation of the Company and the acquisition, operation, or holding of its property.

Section 13.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the

addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.04):

If to the Company:	39500 High Pointe Blvd, Suite 220 Novi, MI 48375 E-mail: byablunsky@inveniam.io Attention: Robert G. Yablunsky
with a copy to:	Greenspoon Marder LLP 590 Madison Avenue, Suite 1800 New York, NY 10022 E-mail: robert.wessely @gmlaw.com Attention: Robert P. Wessely

If to a Member, to such Member's respective mailing address as set forth on the Members Schedule.

Section 13.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 13.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 12.03(f), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13.07 Entire Agreement. This Agreement, together with the Certificate of Formation, the Subscription Agreements, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 13.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

Section 13.09 No Third-Party Beneficiaries. Except as provided in ARTICLE XII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Manager and the Requisite Members. Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that (i) an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to such Member relative to the rights of other Members shall be effective only with that Member's consent and (ii) any amendment or modification of this Section 13.10 shall require the approval of all Members. Notwithstanding the foregoing, the Manager may, without the consent of or execution by the Members, amend or modify (A) this Agreement in accordance with the provisions of Section 3.03 and (B) the Members Schedule, in either case to reflect any new authorization, issuance, redemption, repurchase, or Transfer of Units or Unit Equivalents in accordance with this Agreement.

Section 13.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this Section 13.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 13.14 hereof.

Section 13.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

Section 13.13 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject matter jurisdiction over such suit, action, or proceeding, and that any cause of

action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice, or other document by registered mail to the address set forth in Section 13.04 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 13.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 13.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 13.16 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which he, she, or it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, and court costs.

Section 13.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 12.02 to the contrary.

Section 13.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

The Company:

TIV 1 LLC,
a Delaware limited liability company

By: TIV 1 Management LLC, its Manager

DocuSigned by:
By: Robert G. Yablunsky
53E714E4C92F42A...
Name: Robert G. Yablunsky
Title: Manager

The Manager:

TIV 1 Management LLC,
a Delaware limited liability company

DocuSigned by:
By: Robert G. Yablunsky
53E714E4C92F42A...
Name: Robert G. Yablunsky
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

The Members:

MEMBER (if an individual):

By:_____
Name:

MEMBER (if an entity):

Bunker Consulting, LLC

By: DocuSigned by: 96DF5AC665754D3...
Name: Richard G. Bunker, Jr.

Title: Signatory

MEMBER (if an individual):

By:_____
Name:_____

MEMBER (if an entity):

_____
Legal Name of Entity

By:_____
Name:_____
Title:_____

EXHIBIT A

FORM OF JOINDER AGREEMENT

The undersigned hereby executes this Joinder for the purpose of becoming a party to and agreeing to be bound by that certain Limited Liability Company Agreement of TIV 1, LLC, dated as of December 16, 2021, by and among TIV 1 LLC, a Delaware limited liability company (the "Company") and its members, attached hereto as Appendix A in connection with the purchase by the undersigned as of the date hereof of Class A Common Units of the Company, and agrees that the undersigned shall be a "Member" within the meaning of such agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date set forth below.

MEMBER (if an individual):

By:_____
Name:
Date:

MEMBER (if an entity)

Bunker Consulting, LLC

By: DocuSigned by: 96DF5AC665754D3...

Name: Richard G. Bunker, Jr.

Title: Signatory

Date: 1/18/2022

SCHEDULE A

MEMBERS SCHEDULE

Name of Member	Number of Units	Percentage Interest
_____ Address:_____ _____ Email Address:		
_____ Address:_____ _____ Email Address:		
_____ Address:_____ _____ Email Address:		
_____ Address:_____ _____ Email Address:		
_____ Address:_____ _____ Email Address:		
TOTAL:		**100%**