AMENDED AND RESTATED

OPERATING AGREEMENT

OF

MARAUDER TECH, LLC
a Florida limited liability company

THE MEMBERSHIP INTERESTS ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE LAWS OF ANY STATE, AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AS "RESTRICTED SECURITIES" (AS DEFINED IN 17 C.F.R. §230.144). A MEMBERSHIP INTEREST MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OF AMERICA, OR TO ANY "U.S. PERSON" (AS DEFINED IN 17 C.F.R. §230.902(k)), UNLESS BOTH: (1) THE MEMBERSHIP INTEREST IS REGISTERED UNDER THE SECURITIES ACT, OR IS OTHERWISE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PURSUANT TO AN EXEMPTION THEREFROM; AND (2) THE TRANSACTION IS PERMITTED BY APPLICABLE U.S. STATE SECURITIES LAWS.

TRANSFERS OF MEMBERSHIP INTERESTS ARE ALSO RESTRICTED IN THE MANNER SET FORTH IN ARTICLE 9 OF THIS AGREEMENT.

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

MARAUDER TECH, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT OF MARAUDER TECH, LLC is made and entered into as of _____, 2026 (the "Effective Date"), by and among the Members (as defined below) who have signed this Agreement, and all of the other persons admitted to the Company as Members from time to time.

BACKGROUND

The Members previously adopted an operating agreement on February 13, 2025 (the "Original Operating Agreement"). The Members hereby agree to amend and restate the Original Operating Agreement on the terms and conditions stated herein. The Members further agree that: (a) the Company's membership units shall be recapitalized as set forth in this Operating Agreement; (b) that each Member shall surrender the membership units issued by the Company under the terms of the Original Operating Agreement; and (c) shall receive membership units based on the classes set forth in this Operating Agreement.

ARTICLE 1

DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the following terms used in this Agreement have the following meanings:

"Act" means the Florida Revised Limited Liability Company Act.

"Additional Units" means any Units, membership interests, profits interests, equity interests, or other securities of the Company, and any rights, options, warrants, convertible securities, exchangeable securities, or other instruments that are directly or indirectly convertible into, exercisable for, exchangeable for, or otherwise settleable in Units or other equity interests of the Company, issued or deemed issued by the Company after the original issuance date of the Class B Units.

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

(i) Credit to the Capital Account all amounts the Member is obligated to restore to the Company pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations or is deemed to be obligated to restore pursuant to the penultimate sentence of Section 1.704-

2(g)(ii) of the Treasury Regulations or the penultimate sentence of Section 1.704-2(i)(5) of the Treasury Regulations; and

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

"Affiliate" means with respect to any person, any of: (i) a director, manager, officer, shareholder, member, or partner of such person; (ii) a spouse, parent, sibling, or descendant of such person (or a spouse, parent, sibling or descendant of any director, manager, officer, shareholder, member, or partner of such person); and (iii) any other person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, another person.

"Agreement" means this Amended and Restated Operating Agreement of Marauder Tech, LLC, as amended or restated from time to time.

"Anti-Dilution Protection" means the amount of Class B Units that will be issued to Class B Unit Holders after Additional Units or New Equity is issued to ensure they own a Percentage Interest equal to their original investment. For purposes of this Agreement, Class B Unit Members will not be diluted by subsequent issuance of Additional Units or New Equity and will be automatically issued Class B Units at any time there is an issuance of Additional Units or New Equity to ensure the following: (a) PETER KANENBLEY always has a Percentage Interest equal to One Point Five percent (1.5%); (b) EMILIO STILL always has a Percentage Interest equal to One Point Five percent (1.5%); (c) ADAM W. ISALY, as Trustee of the ADAM W. ISALY TRUST always has a Percentage Interest equal to One percent (1.00%); (d) JEFFREY ISALY always has a Percentage Interest equal to One percent (1.00%); and (e) KEITH C. DURKIN, as Trustee of the KEITH C. DURKIN FAMILY TRUST dated October 14, 2019 always has a Percentage Interest equal to Point Three percent (.3%).

"Articles of Organization" means the articles of organization or similar instrument of the Company that is filed with the State of Florida, as it is amended, supplemented, or restated from time to time.

"Capital Account" means the account described in Section 5.2 of this Agreement.

"Capital Contribution" means the total amount of capital contributed to the Company's capital by each Member, as may be adjusted by the terms hereof.

"Capital Proceeds" means capital distributions received by the Company from entities in which the Company has an ownership interest and the net cash proceeds received by the Company from or as a result of a Capital Transaction, after deducting: (a) all expenses paid in connection therewith; (b) all amounts applied by the Company toward the payment of obligations associated with the Capital Transaction, including payments of principal and interest on mortgages or payments to repair or restore assets, and then payment of other indebtedness of the Company (including indebtedness owed to the Members); (c) the payment of other expenses; and (d) the establishment of reserves. If the proceeds of a Capital Transaction are paid in more

than one installment, each installment shall be treated as a separate Capital Transaction for purposes of this definition.

"Capital Transaction" means: a (a) sale or other disposition of the assets of the Company (other than sales in the ordinary course of business); (b) financing or refinancing of the assets of the Company; and/or (c) receipt of casualty insurance proceeds (other than business interruption insurance) or condemnation awards with respect to the Company's assets.

"Class A Member" means any Member holding Class A Units as indicated on Exhibit A to this Agreement.

"Class A Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Class A Units" in this Agreement. Class A Units shall be voting units and shall be entitled to vote on Company matters.

"Class B Member" means any Member holding Class B Units as indicated on Exhibit A to this Agreement.

"Class B Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Class B Units" in this Agreement. Class B Units shall be non-voting units and shall not be entitled to vote on Company matters. As initial investors in the Company, the Class B Units shall be subject to the Anti-Dilution Protection.

"Class C Member" means any Member holding Class C Units.

"Class C Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Class C Units" in this Agreement. Class C Units shall be non-voting units and shall not be entitled to vote on Company matters. Class C Units shall be limited to Two Million Five Hundred Thousand Units (2,500,000.00) and shall be set aside for a crowdfunding equity raise.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent laws.

"Company" means Marauder Tech, LLC, a Florida limited liability company.

"Company Affiliates" has the meaning set forth in Section 8.8.

"Company Capital" means the total amount of all Capital Contributions of the Members.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity or individual, whether through the ownership of voting securities, by contract, or otherwise.

"Dissolution Event" has the meaning set forth in Section 9.9(a).

"Drag-Along Right" has the meaning set forth in Section 9.10(a).

"Family Member" means a Member's spouse, children, or grandchildren, or a trust in benefit thereof; provided that the individual must be at least 25 years old to be a Family Member.

"Former Member" has the meaning set forth in Section 9.9(a).

"Gain from Capital Transaction" means the total of all gains resulting from Capital Transactions and capital gains allocated to the Company from entities in which it has an ownership interest as determined by the Company for that year or other period.

"Gross Asset Value" means, with respect to each asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of each asset contributed by a Member to the Company shall be the gross fair market value of the asset, as determined by the contributing Member and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Company, as of the time of any adjustment pursuant to Section 5.2(b);

(c) The Gross Asset Value of a Company asset distributed to a Member shall be the gross fair market value of the asset on the date of distribution; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect adjustments to the adjusted basis of the assets pursuant to Code Section 732(d), Code Section 734(b) or Code Section 743(b), but only to the extent that the adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, provided that Gross Asset Values will not be adjusted under this subparagraph (iv) to the extent that the Managers determine that an adjustment under subparagraph (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment under this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (a), (b) or (d) of this definition, the Gross Asset Value shall thereafter be adjusted by the depreciation or amortization taken into account with respect to the asset for purposes of computing Profits and Losses.

"Indebtedness" means the following obligations: (a) all indebtedness or other obligations for borrowed money, whether current, short-term or long-term, secured or unsecured, including all overdrafts and negative cash balances; (b) all indebtedness of the Company for the deferred purchase price for purchases of property or services with respect to which the Company is liable, contingently or otherwise, as obligor or otherwise (whether earn-outs or otherwise) except any trade payable incurred in the Company's ordinary course; (c) all lease obligations of the Company under leases that have been or are required to be capitalized in accordance with

GAAP; (d) the aggregate drawn amount of all outstanding letters of credit issued on behalf of the Company; (e) all guaranties, endorsements and other contingent obligations of the Company to purchase, to provide funds for payment, to supply funds to invest in any other person, or otherwise to assure a creditor against loss; (f) all obligations secured by an encumbrance upon any assets or properties of the Company; and (g) all indebtedness referred to in clauses (a) through (f) above of any person other than the Company that is guaranteed by the Company.

"Indemnified Person" has the meaning set forth in Section 12.1.

"IRS" means the U.S. Internal Revenue Service.

"Key Principal" means, with respect to each Member, the individual with the power to control such Member.

"Losses" is defined in the definition of "Profits" below.

"Loss from Capital Transaction" means the total of all losses resulting from Capital Transactions and capital losses allocated to the Company form entities in which it has an ownership interest as determined by the Company for that year or other period.

"Lease" has the meaning set forth in Section 8.8.

"Liquidator" has the meaning set forth in Section 11.2.

"Majority Sellers" has the meaning set forth in 9.10(a).

"Majority Vote" means the affirmative vote of the Members holding a majority of Class A Units.

"Managers" means, collectively, the persons appointed by the Members to manage the Company pursuant to Section 4.1.

"Members" means, collectively, all individuals who are issued, directly or indirectly, one or more Units, and any Substituted Members.

"Members' Shares of Assessment" has the meaning set forth in Section 8.1(a).

"Membership Interest" means a membership interest of a Member in the Company.

"Membership Units" The number of Units held by a Member, which as of the date of this Agreement are set forth on **Exhibit "A"**; provided that only Class A Units may be included in determining percentage interests for purposes of any vote, consent, approval, or other action by the Members.

"Method of Accounting" means the method of accounting selected by the Managers from time to time.

"Minority Members" has the meaning set forth in Section 9.10(a).

"Minority Units" has the meaning set forth in Section 9.10(a)

"Net Cash Flow" means all cash received by the Company in a fiscal year from its operations (excluding contributions to Company Capital, the receipt of Capital Proceeds, and the receipt of loan proceeds) less all disbursements of cash (other than disbursements pursuant to Section 7.1), including payments of operating expenses, payments in reduction of Company indebtedness and payments to reasonable reserve accounts (as set forth in Section 7.2 below). If the Managers determine that the reserves of the Company exceed the amount they reasonably deem sufficient for the operation of the Company's business, the reserves may be reduced by the excess and the excess shall be added to Net Cash Flow.

"New Equity Interests" means any new Class C equity interests or other equity interests that are issued by the Company subsequent to the execution of this Agreement. The term, however, excludes: (i) Class A Units issued to a person that is a Member or an Affiliate of a Member of the Company; (ii) Class B Units issued to a person that is a Member or an Affiliate of a Member of the Company, including any Class B Units that are issued to a Class B Member pursuant to the Anti-Dilution Protection; and (iii) Class C Units issued to a Member that is a Class A Member.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during the fiscal year over the aggregate amount of all distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations. If the amount of Nonrecourse Deductions during the Company's fiscal year exceeds the total amount of items of Company loss, deduction and Section 705(a)(2)(B) expenditures for the year, then the excess shall carry forward and shall be treated as an increase in Partnership Minimum Gain for the immediately succeeding fiscal year for the purpose of determining whether there is a net increase or decrease in Partnership Minimum Gain (and Nonrecourse Deductions) during the succeeding Company fiscal year.

"Nonrecourse Liabilities" means liabilities of the Company treated as "nonrecourse liabilities" under Section 1.704-2(b)(3) of the Treasury Regulations.

"Non-Selling Members" has the meaning set forth in Section 9.8(a).

"Offered Terms" has the meaning set forth in Section 9.8(a).

"Offered Units" has the meaning set forth in Section 9.8(a).

"Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if the Partner Nonrecourse Debt

were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

"Partner Nonrecourse Debt" has the meaning in Section 1.704-2(b)(4) of the Treasury Regulations.

"Partner Nonrecourse Deductions" has the meaning in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to the Partner Nonrecourse Debt during that fiscal year over the aggregate amount of all distributions during that fiscal year to the Member that bears the economic risk of loss for the Partner Nonrecourse Debt to the extent the distributions are from the proceeds of the Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributed to the Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

"Partnership Minimum Gain" has the meaning in Sections 1.704-2(b)(2) and (d) of the Treasury Regulations.

"Partnership Representative" means Morgan Kane, or any successor as chosen pursuant to Section 8.1.

"Percentage Interest" or "Percentage Interests" means, as the context requires, the number of Units owned by a Member expressed as a percentage of all issued and outstanding Units owned by all of the Members in question (including that Member).

"Principal Place of Business" means 3472 NE Savannah Road, Suite 216, Jensen Beach, Florida 34957.

"Proceeding" has the meaning set forth in Section 12.1.

"Profits" and "Losses" mean for each fiscal year, an amount equal to the Company's taxable income or loss, respectively, inclusive of Gain from Capital Transaction and Loss from Capital Transaction, as applicable, for that year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) All income of the Company that is exempt from federal income tax or otherwise described in Section 705(a)(1)(B) of the Code and not otherwise taken into account shall be added to taxable income or loss;

(b) All expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or loss;

(c) If the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of that year, in lieu of depreciation, amortization and other cost recovery deductions, there shall be taken into account depreciation for the fiscal year or other period equal to the amount that bears the same ratio to the Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction bears to the beginning adjusted tax basis. In lieu of a gain or loss resulting from disposition of Company property and taken into account in computing taxable income or loss or Gain from Capital Transaction, there shall be taken into account gain or loss computed by reference to the Gross Asset Value of the item of Company property rather than its adjusted basis for federal income tax purposes;

(d) If the Gross Asset Value of a Company asset is adjusted pursuant to clause (b) or (c) of the definition of Gross Asset Value, the amount of the adjustment shall be taken into account as gain or loss from disposition of that asset for purposes of computing Profits and Losses or Gain from Capital Transaction; and

(e) The following items shall be excluded from the computation of Profits and Losses:

(i) All income, gain, deduction or losses specially allocated pursuant to Sections 6.1, 6.2 and 6.3 of this Agreement;

(ii) All Nonrecourse Deductions; and

(iii) All Partner Nonrecourse Deductions.

"Proportionate Share of New Equity Interests" has the meaning set forth in Section 5.1(c).

"Proposed Budget" has the meaning set forth in Section 8.7(a).

"Proposed Sale" has the meaning set forth in Section 9.10(a).

"Required Sale Notice" has the meaning set forth in Section 9.10(b).

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Members" has the meaning set forth in Section 9.8(a).

"Substituted Member" means a person or entity admitted to the Company pursuant to the provisions in Section 9.2 and in accordance with the provisions of the Act.

"Tag-Along Notice" has the meaning set forth in Section 9.10(c).

"Tag-Along Right" has the meaning set forth in Section 9.10(a).

"Tax Correspondence" has the meaning set forth in Section 8.1(b)(i).

"Transfer" means a sale, transfer, offer to sell or transfer, conveyance, assignment, gift, or other disposition, or the pledge, grant of a security interest or lien in, pledge, hypothecation, or other encumbrance, whether voluntary or by operation of law, directly or indirectly, of all or part of a Member's Units.

"Transfer Conditions" has the meaning set forth in Section 9.3(a).

"Treasury Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as amended from time to time.

"Uncontrolled Expenses" means the Company's payment obligations with respect to third-party loans of the Company entered into in accordance with this Agreement, utilities, and taxes, insurance.

"Units" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Class A Units, the Class B Units, and the Class A Units; provided, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights. Class A Units shall be voting units and entitled to vote on Company matters. Class B Units and Class C Units shall be non-voting units and not entitled to vote on Company matters. Class C Units are capped at Two Million Five Hundred Thousand Units. Class B Units are subject to the Anti-Dilution Protection.

"Written Notice" has the meaning set forth in Section 5.1(c).

ARTICLE 2

ORGANIZATIONAL MATTERS; PURPOSE

2.1. Formation of Company. The Members hereby agree to operate the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. Except as expressly provided herein to the contrary, the rights and obligations of the Members and the administration and termination of the Company shall be governed by the Act. The Units of each Member shall be personal property for all purposes.

2.2. Name. The Managers may change the name of the Company at any time and from time to time and shall notify the Members of any such change in the regular communication to the Members next succeeding the effectiveness of the change of name.

2.3. Term. The Company shall continue until terminated as provided in Article 11.

2.4. Purpose. The purpose and nature of the business (the "Business") to be conducted by the Company is to market, sell, update, serialize, and support a video game called "Price of

Glory" (the "Business"). Subject to all of the terms, covenants, conditions, and limitations contained in this Agreement and any other agreement entered into by the Company, the Company shall have full power and authority to do any and all acts and things necessary, appropriate, proper, advisable, desirable, incidental to, or convenient for the furtherance and accomplishment of the Business and for the protection and benefit of the Company, including, without limitation, full power and authority, directly or through its ownership interest in other entities, to enter into, perform, and carry out contracts of any kind.

2.5. Articles of Organization. To the extent that such action is determined by the Managers to be necessary or appropriate, the Company shall file amendments to and restatements of the Articles of Organization of the Company and do all things necessary or appropriate to maintain the Company as a limited liability company under the laws of the State of Florida and each other jurisdiction in which the Company may elect to do business or own property. Subject to the terms of Article 10, the Managers shall not be required, before or after filing, to deliver or mail a copy of the Articles of Organization or any amendment thereto to any Member. The Managers may use any and all reasonable efforts to cause to be filed such other certificates or documents as may be reasonable and necessary or appropriate for the continuation, qualification, and operation of a limited liability company in the State of Florida and any other jurisdiction in which the Company may elect to do business or own property.

2.6. Annual Report. The Company shall file an annual report with the Secretary of State of the State of Florida on or before the required filing date of such report for each calendar year, on the form provided by the Secretary of State of the State of Florida.

ARTICLE 3

MEMBERS

3.1. Members. Each Member agrees to make its agreed-upon Capital Contribution at the time it is admitted to the Company, as reflected in Exhibit A attached hereto and by this reference incorporated herein. The Members executing this Agreement shall be admitted to the Company concurrently with their execution of this Agreement.

3.2. Member Meetings. Meetings of the Members may be called by the Managers or by the written request of Members owning at least fifty percent (50.00%) of all issued and outstanding Units. Within twenty (20) days after receipt of such request, the Company shall provide all Members with written notice of a meeting to be held not less than fifteen (15) nor more than sixty (60) days after receipt of such written request, which notice: (a) shall specify the time and place of such meeting; (b) shall contain a statement of each matter to be acted on at such meeting; (c) shall include a verbatim resolution proposed for adoption by any Member calling such meeting; and (d) shall include proxies or written consents which specify a choice between approval or disapproval of each matter to be acted upon at such meeting. Meetings of the Company shall be held at the Principal Place of Business unless otherwise agreed to by written consent of holders of a Majority Vote, and the Manager shall make reasonable accommodations for Members to attend meetings electronically. Voting by proxy shall be permitted. Members will have the right to participate in a meeting by means of conference telephone or similar communications equipment that permits all persons participating in the

meeting to hear each other or by any other means permitted by law and such participation will constitute presence in person at such meeting.

3.3. Waiver of Notice. Members may waive notice of a meeting before or after the date and time specified in the written notice of meeting. All waivers of notice must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the appropriate records. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Action may be taken at any meeting at which proper notice has been given or notice has been waived by Members owning at least a Majority Vote.

3.4. Voting. If the Members are entitled to vote on a particular matter, then at any meeting of the Members at which proper notice has been given or waived, action on such matter shall be approved by the affirmative vote of Members owning the required number of Units. If no specific number of Units is required under this Agreement or required by the Act to approve a matter, then the matter may be approved by the affirmative vote of holders of a majority of Units.

3.5. Proxies. A Member entitled to vote at a meeting of Members, or an adjournment of it, may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact.

3.6. Action Without A Meeting. Any action required or permitted to be taken at a Members' meeting that requires the vote of the Members may be taken without a meeting, without prior notice and without a vote if the action is taken by Majority Vote. To be effective, the action must be evidenced by a written consent describing the action to be taken, dated and signed by Members approving such action.

ARTICLE 4

MANAGERS AND MEMBERS

4.1. Number and Election. The Company shall be managed by managers within the meaning of the Act. The number of Managers and their terms of service may be fixed or revised from time to time by Majority Vote. On the Effective Date, there shall be one (1) Manager, and Morgan Kane is hereby confirmed as the Manager of the Company. Managers may only be removed and replaced in the manner set forth in Section 4.5.

4.2. Acceptance of Managers. By virtue of their acceptance of their Units, each Member agrees that the Managers of the Company are authorized to act on behalf of the Company without any further act, approval or vote of the Members, subject to any requirements of this Agreement (including, without limitation, Section 8.4), the Act, or any applicable law, rule, or regulation with respect thereto. The execution, delivery, or performance by the Manager or any Officers of the Company of any agreement shall not constitute a breach by the Manager or Officers of any duty that the Manager or Officers may owe the Company or the Members or any

other persons, subject to any requirements of this Agreement, the Act, or any applicable law, rule, or regulation with respect thereto.

4.3. Actions of the Managers.

(a) Voting. If there is more than one Manager, the act of a majority of all appointed Managers shall be the act of the Managers. If there is a deadlock based upon the vote of the Managers, the decision shall be made by Majority Vote. In the event that there is more than one Manager, then the use of "Manager" in this Agreement shall be construed to mean the Managers acting pursuant to this Section 4.3 unless otherwise set forth in this Agreement or the context requires otherwise. If there is one Manager, then the use of "Managers" in this Agreement shall be construed to mean the one Manager.

(b) Action without a Meeting. Any action of the Managers that is required or permitted to be taken at a meeting may be taken without a meeting if written consent to the action, signed by all appointed Managers, is filed in the minutes of the proceedings of the Managers. Such consent shall have the same effect as a unanimous vote of the appointed Managers at a meeting.

4.4. Tax Liability. No Member or any Manager shall be under any obligation to take into account the tax consequences to any Member of any action taken by the Members or the Managers, as applicable. The Members and the Managers shall not have any liability to a Member under any circumstance as a result of an income tax liability incurred by such Member as a result of an action (or inaction) by the Members or the Managers, as applicable, pursuant to any authority of the Members or the Managers granted by this Agreement.

4.5. Removal and Replacement of Managers. A Manager may be removed by Majority Vote for any reason or for no reason. Any vacancy in the position of a Manager that is caused by a removal, resignation, or increase in the number of Managers may be filled by Majority Vote.

4.6. Officers. The Managers may appoint or remove, as applicable, a Chief Executive Officer, President, one or more Executive Vice Presidents, a Treasurer, a Secretary, and any other officers deemed necessary or desirable by the Managers. Each appointed officer shall hold office for such period, have such authority, and perform such duties as the Managers shall determine form time to time. Any removal of an officer form his or her position shall be without prejudice to the rights, if any, of the officer under any employment contract. An officer need not be a Member.

4.7. Other Matters Concerning the Managers. The Managers may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Managers may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by them, and any act taken or omitted to be taken in reliance upon the opinion of such persons as to

matters which the Managers reasonably believe to be within such person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith.

ARTICLE 5

CAPITAL CONTRIBUTIONS; UNITS

5.1. Capital Contributions.

(a) Each of the Members has contributed to the Company the Capital Contribution set forth on Exhibit A.

(b) The Members agree that the Company is raising capital in the amount of $2,500,000.000 and that such purchase is being made with the Capital Contributions made by the Class C Members subsequent to the Effective Date with the Class C Pool consisting of 2,500,000 Class C Units. The Members further agree that the Company may, in the Manager's discretion, raise capital in the future and create additional classes of units for any such capital raise.

(c) Subject to the approval of Indebtedness provision set forth in Section 8.4, the Company may finance working capital with funds borrowed from any Member or any person that is not a Member.

5.2. Capital Accounts.

(a) Each Member shall have a Capital Account maintained in accordance with the rules in Section 1.704-1(b)(2)(iv) of the Treasury Regulations, which generally require that each Capital Account be increased by (i) the amount of money contributed by the Member to the Company, (ii) the amount of any Company liabilities assumed by the Member (other than liabilities described in subparagraph (x), below), (iii) the initial Gross Asset Value of property contributed by the Member to the Company (net of liabilities secured by the contributed property that the Company is deemed to assume or take subject to under Section 752 of the Code), and (iv) allocations to the Member of Company income and gain (or items thereof), including income and gain exempt from tax, and be decreased by (I) the amount of money distributed to the Member by the Company, (II) the Gross Asset Value of property distributed to the Member by the Company (net of liabilities secured by the distributed property that the Member or transferee is considered to assume or take subject to under Section 752 of the Code), (III) allocations to the Member of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (IV) allocations of Company loss and deduction (or items thereof).

(b) Immediately prior to any event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5), and in any other instance deemed necessary or desirable by the Managers, all of the property of the Company may be revalued at its fair market value, and the Capital Accounts shall be adjusted to reflect the manner in which the unrealized income, gain, loss or deduction inherent in such property (that has not been reflected in adjustments to the Capital Accounts previously) would be allocated among the Members if the property were sold at its fair market value on such valuation date. The term "fair market value" as used in this Agreement shall mean a value unanimously agreed upon by all of the Members. If the Members are unable to agree upon the value of the Company's property in good-faith within a ten (10) day

period, then an independent certified appraiser shall be employed to determine the fair market value of the Company's property at that time. The Managers shall appoint the appraiser with the consent of owners of a majority of all issued and outstanding Units (such consent to not be unreasonably withheld, conditioned, or delayed), and the fair market value of the Company's property shall be the appraised value. An appraisal made pursuant to this paragraph shall be final and binding on all of the Members, absent manifest error. The cost of the appraiser shall be borne equally by all of the Members.

5.3. Limited Liability of Members. Unless otherwise provided herein, the Members shall not have any liability to contribute money to, or in respect of the liabilities or obligations of, the Company, nor shall the Members be personally liable for any obligations of the Company. The Members shall not have any obligation to restore any deficit balance in their Capital Accounts, unless otherwise required by applicable law.

5.4. No Interest on Capital Contributions. No interest or additional share of Net Cash Flow shall be paid or credited to the Members or any transferee on their Capital Accounts or on any undistributed Net Cash Flow or funds left on deposit with the Company. Interest earned on Company funds shall inure to the benefit of the Company, and the Members shall not receive interest on their Capital Contributions.

5.5. Repayment of Capital Contributions of Members. Except as expressly provided in this Agreement, no specific time has been agreed upon for the repayment of the Capital Contributions of the Members. No Member shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent of distributions made pursuant to this Agreement or upon termination of the Company as provided herein. Each Member understands that the Managers, other Members, the Company, and their respective Affiliates make no warranty, guarantee, or representation that the Company will have sufficient funds to repay the Capital Contribution or Capital Account of any Member and that repayment of the Capital Contribution or Capital Account of any Member shall be made only from available Company funds as provided in this Agreement. No Member or any successor in interest shall have a right to withdraw or reduce any capital contributed to the Company.

5.6. Provisions Not For Benefit of Creditors. The foregoing provisions of this Article 5 are not intended to be for the benefit of any creditor or other person (other than a Member in its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members; and no such creditor or other person shall obtain any right under such foregoing provision against the Company or any of the Members by reason of any debt, liability, or obligations, or otherwise. Specifically, but not by way of limitation, no creditor or lender may extend credit or otherwise act in reliance upon this Article 5 insofar as such creditor intends to rely on any additional Capital Contributions of the Members to the Company for repayment of the credit extended.

5.7. General Provisions. Each transferee succeeding to a Member's or transferee's interest in the Company, whether as a Substituted Member or a transferee, shall have a Capital Account (in proportion to the interest of the Member or transferee that is transferred) identical to that of the transferee's predecessor at the date the Transfer became effective.

5.8. Units. There shall be classes of Units that shall be designated as "Class A Units", "Class B Units", and "Class C Units" that shall have the rights and be subject to the obligations set forth in this Agreement. The Class A Units shall be voting and fully vested upon issuance. The Class B Units shall be non-voting, fully vested upon issuance, and subject to the Anti-Dilution Protection. The Class C Units shall be non-voting and subject to further issuance of the Company as part of the crowdfunding equity raise. Neither the Class A Units nor the Class C Units shall have the Anti-Dilution Protection. The Company shall be prohibited from issuing Class B Units in the future or any other Units with Anti-Dilution Protection. At any time, Additional Units or New Equity is issued, then the Company shall automatically issue Class B Units to the Class B Members to fulfill the Anti-Dilution Protection.

ARTICLE 6

ALLOCATION OF PROFITS AND LOSSES

6.1. Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain during a fiscal year, each Member shall be allocated items of income and gain for that year (and, if necessary, for subsequent years) in proportion to, and to the extent of, an amount equal to the Member's share of the net decrease in Partnership Minimum Gain during that year. This Section 6.1 is intended to constitute a "minimum gain chargeback" within the meaning of Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently with that section.

6.2. Partner Minimum Gain Chargeback. If there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Partner Minimum Gain determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for that year (and if necessary for subsequent years) in an amount equal to that Member's share of the net decrease in Partner Minimum Gain, determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 6.2 is intended to comply with the "partner nonrecourse debt minimum gain chargeback" requirement within the meaning of Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently with that section.

6.3. Other Allocation Rules.

(a) No allocation of deduction or loss shall be made to a Member if it would result in the Member having an Adjusted Capital Account Deficit, unless such allocation results in all Members having an Adjusted Capital Account Deficit.

(b) If any Member unexpectedly receives an adjustment, allocation or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations that results in the Member having an Adjusted Capital Account Deficit after all other allocations under this Article 6, other than this Section 6.3(b), have tentatively been made, then the Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit as quickly as possible. This Section 6.3(b) is intended to

constitute a "qualified income offset" as defined under Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) If a Member would have a deficit Capital Account after all other allocations under the provisions of this Article 6 (other than Section 6.3(b) and this Section 6.3(c)) have tentatively been made and which deficit is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to the terms of this Agreement and (ii) the amount the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, then the Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate such excess as quickly as possible.

6.4. Profits and Losses. For each applicable period of the Company, after adjusting each Member's Capital Account for all Capital Contributions and Distributions during such period, all regulatory and special allocations pursuant to Sections 6.1, 6.2, 6.3, and 6.6 during such period, and all allocations pursuant to Section 6.5 for such period, all Profits and Losses shall be allocated to the Members' Capital Accounts in a manner such that, as of the end of such period, the Capital Account of each Member shall equal, as nearly as possible, (a) the amount that would be distributed to such Member, determined as if the Company were to dispose of all of its assets for the Gross Asset Value thereof and distribute the proceeds thereof pursuant to Section 11.3, minus (b) the sum of (i) such Member's share of partnership minimum gain (as determined according to Treasury Regulation Sections 1.704-2(d) and (g)(3)) ("Company Minimum Gain") and partner minimum gain (as determined according to Treasury Regulation Section 1.704-2(i)) ("Member Minimum Gain"), and (ii) the amount, if any, such Member is obligated to contribute to the capital of the Company as of the last day of such Fiscal Year, provided, however, that no deductions or losses may be allocated to a Member to the extent such an allocation would result in or increase an Adjusted Capital Account Deficit for such Member.

6.5. Depreciation.

(a) Notwithstanding any other provision of this Agreement to the contrary, to the extent a Member's Capital Contributions have funded the purchase of depreciable property of the Company, the depreciation shall be allocated to the Member for both determining the Member's Capital Account balance and for tax purposes (i.e., the depreciation deduction shall be allocated to such Member).

(b) If a Member guarantees a nonrecourse liability to fund the acquisition of depreciable assets of the Company, the depreciation of assets shall be a Partner Nonrecourse Deduction, allocable to such Member, both for purposes of calculating the Member's Capital Account and for tax purposes.

6.6. Nonrecourse Deductions. Partner Nonrecourse Deductions for a fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt as determined in accordance with Section 1.704-2(i) of the Treasury Regulations.

6.7. General Provisions. Whenever a proportionate part of Profit or Loss is credited or debited to a Member's Capital Account, every item of income, gain, loss, deduction or credit entering into the computation of the Profit or Loss, or applicable to the period during which the Profit or Loss is realized, shall be considered credited or debited, as the case may be, to the account in the same proportion. As between the Member and a transferee of the Member, unless otherwise agreed by them or with respect to the Members upon the admission of a new Member, Profits or Losses for the fiscal year (or portion thereof, as the case may be) shall be determined by an interim closing of the Company's books and records, as if the fiscal year had closed on the day prior to the date of Transfer or admission, as the case may be, and the Member(s) who have been admitted shall be allocated Profits or Losses with respect to the period commencing with the day of Transfer or admission.

6.8. Tax Allocations. All items of Company income, gain, loss and deduction, including Nonrecourse Deductions, shall be allocated for federal, state and local income tax purposes to and among the Members in the same manner that the corresponding items of Company income, gain, loss and deduction are allocated for book purposes, except as otherwise provided in this Article 6.

6.9. Allocation of Nonrecourse Debt. Solely for purposes of determining a Member's proportionate share of excess Nonrecourse Liabilities of the Company within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations, the Member's interest in the Company's profits shall be allocated pro-rata based on a Member's membership interest.

6.10. Allocation of Inherent Gain in Property.

(a) Pursuant to Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to property contributed to the capital of the Company by the Members (or property whose basis is determined by reference solely to the Member who contributed the property) shall be allocated to take account of any variation between the adjusted basis of the property for federal income tax purposes and its initial Gross Asset Value. The Managers hereby elect to utilize the traditional method with curative allocations described in Section 1.704-3(c) of the Treasury Regulations. This Section 6.10(a) is intended to comply with Section 704(c) of the Code and shall be interpreted consistent with that Section. All net profits or net losses, as the case may be, allocated to the Members pursuant to this Section 6.10(a) shall not increase or decrease the Capital Accounts of the Members.

(b) If the Gross Asset Value of any Company asset is adjusted pursuant to Clause (b) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction regarding that asset shall take account of the variation, if any, between the adjusted basis of the asset for federal income tax purposes and its Gross Asset Value in the same manner as such variations are computed under Section 704(c) of the Code and the Treasury Regulations thereunder. Net profits or net losses, as the case may be, allocated to the Members

pursuant to this Section 6.10(b) shall not increase or decrease the Capital Accounts of the Members.

6.11. Transferees. A transferee shall be treated as a Member with regard to the allocations described in this Article 6.

6.12. Reversal of Regulatory Allocations. To the extent that any item of income, gain, loss, or deduction has been specially allocated pursuant to Sections 6.1, 6.2, 6.3, and 6.6 and such allocation is inconsistent with the way in which the same amount otherwise would have been allocated under Sections 6.4 or 6.5, subsequent allocations under said Sections 6.4 or 6.5 shall be made, to the extent possible and without duplication in a manner consistent with the Treasury Regulations under Code Section 704(b), which negate as rapidly as possible the effect of all such inconsistent allocations under Sections 6.1, 6.2, 6.3, and 6.6. This Section 6.12 shall be interpreted and applied in such a manner and to such extent as is reasonably necessary to eliminate, as quickly as possible, permanent economic distortions that would otherwise occur as a consequence of the allocations pursuant to Sections 6.1, 6.2, 6.3, and 6.6 in the absence of this Section 6.12.

ARTICLE 7

DISTRIBUTIONS

7.1. Net Cash Flow and Capital Proceeds. Subject to Section 7.2, the Managers shall distribute Net Cash Flow to the Members at the discretion of the Manager. Distributions of Net Cash Flow shall be made to the Members at the addresses specified on the signature pages of this Agreement or such other address contained in a written notice from the Member to the Company. Distributions of Net Cash Flow shall be made to the Members as follows:

(a) First, to pay the Class A Units, Class B Units, and the Class C Units initial capital contribution in proportion of each Member's ownership of Units in the Company based on a fraction, the numerator of which is the total amount of all Units owned by such Member and the denominator is the total outstanding and issued membership units in the Company; and

(b) After fulfilling the distribution set forth in subparagraph (a), distributions shall be made to the Members pursuant to their Percentage Interests.

7.1.1. Distribution of Capital Proceeds. If Capital Proceeds are received by the Company (except in the case of a liquidation of all assets of the Company, in which case the provisions of Section 11.3 shall be applicable), the Capital Proceeds shall be distributed as soon as reasonably practicable following the date of the corresponding Capital Transaction (except to the extent to which such distribution is prohibited by applicable laws). Except as otherwise provided in Section 7.1.2., distributions of Capital Proceeds shall be made as follows:

(a) First, to pay the Class A Units, Class B Units, and the Class C Units initial capital contribution in proportion of each Member's ownership of Units in the Company based on a fraction, the numerator of which is the total amount of all Units owned by such Member and the denominator is the total outstanding and issued membership units in the Company; and

(b) After fulfilling the distribution set forth in subparagraph (a), distributions shall be made to the Members pursuant to their Percentage Interests.

7.2. Limitation. Except in the case of liquidation of the Company, at the time of a distribution of Net Cash Flow or Capital Proceeds, the Company must have available to it unencumbered cash funds sufficient for the distribution after taking into account, the amounts needed for a reasonable reserve for the continuing conduct of the business of the Company and for normal working capital. In addition, the distribution may not be made in violation of the Act.

7.3. Distribution of Assets in Kind. If assets of the Company are distributed in kind, they shall be distributed to the Members entitled to them as tenants-in-common in the same proportions in which the Members would have been entitled to cash distributions had there been a sale of these assets.

7.4. Demand for Distribution. No Member shall be entitled to demand and receive a distribution of Company property in return for his Capital Contributions to the Company, except as required by the Act.

7.5. Assignees. A transferee receiving Units, but who have not been admitted as a Substituted Member in accordance with this Agreement, shall be treated as a Member solely with regard to the distributions described in this Article 7 and such transferee shall have no voting rights or other rights as a Member under this Agreement.

7.6. Tax Distributions. Subject to Section 7.2, on or before March 1 of each year, the Managers shall cause the Company to distribute to each Member an amount equal to the following: (a) the product of the highest Federal income tax rate for ordinary income multiplied by the amount of Profits in excess of Losses (but not including net capital gains), if any, of the Company allocated to such Member for the immediately preceding calendar year; plus (b) the product of (i) the sum of the highest Federal income tax rate for capital gains plus three and eight tenths percent (3.8%), multiplied by (ii) all net capital gains allocated to such Member for the immediately preceding calendar year, if any; less (c) the amount that the Company distributed to such Member during the immediately preceding calendar year (not including distributions made pursuant to this Section 7.7 on account of tax years prior to the immediately preceding year); provided that any such distribution pursuant to this Section 7.7 shall be credited toward such Member's distributions pursuant to Sections 7.1 and 7.1.1, as applicable. To the extent that the Company does not have sufficient amounts available to make the distributions required by this Section 7.7, or such distributions are prohibited by Section 7.2, then the entire amount available for distribution shall be divided pro-rata among the Members then-eligible to receive distributions pursuant to this Section 7.7 based on the amount each Member is entitled to receive at that time, and any unpaid amount shall be paid to the applicable Members by the Company as soon as the Company is capable of making that payment. To the extent that there are any accrued, unpaid amounts that are due to a Member under this Section 7.7, they shall be paid prior to any future tax distributions.

ARTICLE 8

CONTROL AND MANAGEMENT

8.1. Partnership Representative.

(a) The Partnership Representative shall constitute the partnership representative required pursuant to Section 6223 of the Code. If the Partnership Representative is not an individual, the Partnership Representative shall select, and may remove and replace, an individual to act as the "designated individual" pursuant to Treas. Reg. Section 301.6223-1(b)(3). The Partnership Representative selects Morgan Kane to act as the initial designated individual. If the Company receives notice of a final partnership adjustment pursuant to Section 6231 of the Code, the Partnership Representative shall promptly notify the Members. The Company shall make the election under Section 6226 of the Code in the Partnership Representative's sole discretion. If the Company does not make the election under Section 6226 of the Code, then the Company shall make any payments of assessed amounts under Section 6221 of the Code and shall allocate any such assessment among the current or former Members of the Company for the "reviewed year" to which the assessment relates in a manner that reflects the current or former Members' respective interests in the Company for the reviewed year based on such Member's share of such assessment as would have occurred if the Company had amended the tax returns for such reviewed year and such Member incurred the assessment directly (in accordance with the provisions of Article 5 and using the tax rates applicable to the Company under Section 6225 of the Code). If the Company does not make the election under Section 6226 of the Code, then, to the extent that the Company is assessed amounts under Section 6221(a) of the Code, each current or former Member to which this assessment relates shall pay to the Company such Member's share of the assessed amounts, including such Member's share of any accrued interest and penalties assessed against the Company relating to such Member's share of the assessment, upon thirty (30) days of written notice from the Partnership Representative requesting the payment (collectively, the "Members' Shares of Assessment"). At the reasonable discretion of the Partnership Representative, with respect to current Members, the Company may alternatively allow some or all of the Members' Shares of Assessment to be applied to and reduce the next distribution(s) otherwise payable to such Members under this Agreement, provided that such application to and reduction of the distributions shall apply to all current Members, pro rata and pari passu, based on the Members' Shares of Assessment. All Code sections referred to in this Section 8.1(a) are as promulgated under the Bipartisan Budget Act of 2015.

(b) At any time during the term of the Company:

(i) As the Partnership Representative, the Manager shall arrange for and cause to be delivered to each other Member notice of all audits and examinations and any written correspondence relating to any such audits and examinations (collectively, "Tax Correspondence") that may come to its attention in its capacity as the Partnership Representative by giving notice thereof within fifteen (15) business days after becoming aware thereof (subject to the notice delivery requirement under Section 13.3), and, within such time, shall forward to each other Members copies of all Tax Correspondence it may receive in such capacity. Except as otherwise expressly set forth in Section 8.01(a), all material decisions by the Manager as the Partnership Representative shall be subject to

the unanimous approval of the Members (such approval to not be unreasonably withheld, conditioned, or delayed). This provision is not intended to authorize the Manager to take any action that is left to the determination of an individual Member under Sections 6222 through 6231 of the Code where applicable, as promulgated under Tax Equity and Fiscal Responsibility Act of 1982 or the Bipartisan Budget Act of 2015.

(ii) All expenses incurred in connection with any audit, investigation, settlement or review by the IRS or any other governmental authority of the tax returns of the Company or the books and records of the Company in connection with any tax returns or other filings by the Company shall be borne by the Company. The Company, however, shall not bear any expenses incurred by any Member as a result of any tax return or other filing by the Member (including, without limitation, any audit, investigation, settlement, or review of any tax return of any Member resulting from actions taken by the IRS in connection with any returns filed by the Company).

(iii) The Managers are hereby authorized and shall take all actions necessary to qualify the Company as a partnership for federal income tax purposes in accordance with the Code and the Treasury Regulations. In the event that Morgan Kane resigns as the Partnership Representative, then: (A) a successor Partnership Representative shall be appointed by the Manager or, if there is no Manager, by a Majority Vote; and (B) the Managers shall cooperate fully with all reasonable requests of the Partnership Representative.

8.2. Management and Control of Company by Managers. The management and control of the Company shall be vested in the Managers. The Managers shall have, except as specifically limited in this Agreement, full and exclusive authority in the management and control of the Company, and shall have all the rights and powers which are otherwise conferred by law or are necessary or advisable for the discharge of their duties and the management of the business and affairs of the Company. No Member (other than Members serving in their capacities as Managers) shall take part in the operation, management, or control (within the meaning of the Act) of the Company's business, transact any business in the Company's name, or have the power to sign documents for or otherwise bind the Company, except to the extent that such Member is appointed by the Managers as an employee of the Company and vests any such powers of the Managers in such employee. The transaction of any such business by Members, any of their respective Affiliates, or any officer, manager, member, employee, or agent of the Company, or any of their Affiliates, in his, her, or its capacity as such, shall not affect, impair, or eliminate the limitations on the liability of the Members under this Agreement.

8.3. Expressly Authorized Rights and Powers. Without limiting the generality of Section 8.2, but subject to any approval rights set forth in Section 8.4, the Managers are expressly authorized on behalf of the Company to:

(a) procure and maintain with responsible companies such insurance as may be advisable in such amounts and covering such risks as are deemed appropriate by the Managers;

(b) take and hold any assets of the Company in the Company's name;

(c) to designate an officer, Manager, or other authorized person to execute and deliver on behalf of and in the name of the Company, or in the name of a nominee of the Company, all instruments, contracts and agreements necessary or incidental to, or deemed by the Managers to be in furtherance of, the conduct of the Company's business;

(d) protect and preserve the assets of the Company;

(e) will, dispose of, trade, exchange, convey, quitclaim, surrender, release, or abandon, upon terms and conditions which the Managers may negotiate and deem appropriate, personal property of the Company in the ordinary course of business;

(f) open Company bank accounts in which all Company funds shall be deposited and from which payments shall be made;

(g) invest Company funds in accordance with the purpose of the Company and establish working capital reserves;

(h) To purchase, lease, rent, exchange, or otherwise acquire any real, intangible, personal assets and properties in the Company's name in the ordinary course of the Company's business;

(i) To sell, assign, mortgage, lease, pledge, encumber, place liens on, grant security interests or otherwise transfer any asset or property of the Company or any subsidiary;

(j) To purchase, lease or otherwise acquire any property on behalf of the Company or any subsidiary

(k) To organize, form, or create subsidiaries;

(l) To cause the Company or any subsidiary to borrow money or create any one or series of related debts, which may be secured by the assets of the Company or a subsidiary;

(m) To cause the Company or any subsidiary to incur single expense or cost (or series of related expenses or costs) or make any expenditures (or series of related expenditures) regardless of amount;

(n) To execute and deliver any and all instruments, agreements, and documents, and to do any and all other things necessary or appropriate, in the Manager's discretion;

(o) To engage, on behalf of the Company, all employees, agents, contractors, attorneys, accountants, consultants or any other Persons as the Manager, in its discretion, deem appropriate for the performance of their professional, legal and accounting services or otherwise in connection with the conduct, operation and management of the Company's business and affairs;

(p) To prosecute, defend, settle or compromise, at the Company's expense, any suits, actions or claims at law or in equity to which the Company is a party or by which it is affected as may be necessary or proper in the Manager's discretion, to enforce or protect the Company's interests, and to satisfy out of Company's funds any judgment, decree or decision of any court, board, agency or authority having jurisdiction or any settlement of any suit, action or claim prior to judgment or final decision thereon; or

(q) To invest and reinvest the funds of the Company and to establish bank, money market and other accounts for the deposit of Company funds and permit withdrawals therefrom upon such signatures as the Manager designates; or

(r) To execute, engage, undertake, or otherwise take any action under the Act.

8.4. Reserved Rights of Members. Notwithstanding Sections 8.2 and 8.3, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without the prior consent or affirmative vote of a Majority Vote, and any such act or transaction entered into without such consent or vote shall be null and void and of no force or effect:

(a) do any act in contravention of this Agreement;

(b) do any act which would make it impossible to carry on the ordinary business of the Company, except as expressly provided in this Agreement;

(c) assign rights in specific Company property other than in the ordinary course of business of the Company consistent with past practice; provided that this Section 8.4 shall not apply to a sale of all or substantially all of the assets in accordance with Article 11;

(d) knowingly do any act (except an act expressly required by this Agreement) that would cause the Company to become an association taxable as an "S" corporation;

(e) approve any merger, consolidation, recapitalization, reorganization, or interest exchange of or by the Company;

(f) any general assignment for the benefit of creditors, the filing (or consenting to filing) of a bankruptcy, insolvency, reorganization or similar case under the U.S. Bankruptcy Code, the seeking of the appointment of a trustee, receiver, liquidator, or fiscal agent for all or a substantial part (measured by fair value) of the property of the Company, or otherwise seeking or acquiescing to a liquidation, reorganization, arrangement of creditors, or other relief from creditors under any bankruptcy, insolvency, or debtor relief law;

(g) changing the purposes of the Company or engage in any other business or activity not included within the purposes of the Company;

(h) amend or restate, or add, any material provision to this Agreement or the Articles of Organization (in each case except in the manner permitted by Section 13.7).

8.5. Other Business Ventures. Subject to the right of first refusal in Section 5.1(c) and the other provisions of this Agreement, any Member and any Manager may engage in or possess an interest in other business ventures independently or with others, including in the Business and/or the development and sale of any video game. Unless otherwise agreed to, each Manager shall devote so much of that Member's time and attention to the Company as is reasonably necessary, and/or appropriate, and/or advisable to manage the affairs of the Company. Notwithstanding any other provision in this Agreement, the Class B Members and Class C Members agree to the following terms and restrictions:

(a) Such Members acknowledge that they will have direct access to and knowledge of the Company's trade secrets and other confidential and proprietary information and documents, including but not limited to the Company's customer list, customer requirements and information, price lists, all training materials, operating procedures, marketing information, selling strategies, and supplier information (collectively "Confidential Information"). Each such Member agrees that all Confidential Information shall remain the property of the Company, shall be kept in the strictest of confidence, used solely for the benefit of the Company and shall not be disclosed, either directly or indirectly, to any other person or entity except as is required in the furtherance of the Company's business and for the Company's benefit. Each such Member further agrees that all such Confidential Information (and any copies of such Confidential Information regardless of how maintained, including that which has been reduced to electronic memory) shall be returned to the Company upon the termination of such Member's membership in the Company for whatever reason. The terms of this paragraph are in addition to, and not in lieu of, any common law, statutory or other contractual obligations that the Company may have relating to the Company's Confidential Information. Further, the terms of this Section 8.5(a) shall survive indefinitely the termination of this Agreement.

(b) Each Member acknowledges and agrees that the covenants set forth in this Section 8.5 are necessary and reasonable to protect the Company's Confidential Information, its intangible business assets, its legitimate business interests and goodwill, and that the breadth and time of the limitations set forth in this Agreement are reasonable and necessary to protect the same. Such Member expressly acknowledges and agrees that the Company would not have an adequate remedy at law in the event of his or its breach, and or threatened breach of the covenants set forth in this Section 8.5. Consequently, in addition to such other remedies as the Company may have, the Company, without posting any bond, shall be entitled to obtain, and such Member agrees not to oppose a request for, equitable relief in the form of specific performance, ex parte temporary or preliminary injunctive relief, other temporary or permanent injunctive relief, or other equitable remedy fashioned by a court of competent jurisdiction enjoining such Member from any such threatened or actual breach.

(c) The restrictive covenants in this Section 8.5 shall be construed as an agreement and as an independent covenant. The existence of any cause of action of any Member against the Company shall not constitute a defense to the Company's enforcement of the restrictive covenants.

(d) Each agrees that if any portion of the restrictive covenants in this Section 8.5 is held to be unreasonable, arbitrary or against public policy by any court or tribunal, or if the applicable law on which such covenant is founded is changed in any manner, the restrictive

covenants shall be deemed to be modified to the extent necessary to permit the greatest restriction that can be enforced in such proceeding.

8.6. No Authority of the Members. No Member may act for, obligate, or in any manner legally bind, the Company or any other Member with respect to the Company, unless such Member is acting in his capacity as an appointed Manager or officer, is otherwise authorized to do so herein, or has been authorized to do so, in writing, by the Managers. Any Member acting in contravention of this provision hereby agrees to indemnify, save, pay, insure, defend, protect, and hold harmless the Company, the Managers, and each other Member from and against, and reimburse the Company, the Managers, and each other Member for, any and all liability, loss, cost, expense or damage incurred or sustained by reason thereof, including, but not limited to, court costs and reasonable attorney and paralegal fees and costs through any and all negotiations, trials and appeals and through all settlement and collection proceedings.

8.7. Power of Attorney. Each Member hereby makes, constitutes and appoints the Manager, acting alone, with full power of substitution, as such Member's true and lawful attorneys-in-fact, in such Member's name, place and stead, and on such Member's behalf, to make, execute, acknowledge, certify, deliver, file and/or record:

(a) All amendments to, and any corrections, restatement or cancellations of, the Company's Articles of Organization approved in accordance with the provisions of this Agreement.

(b) Any amendment of this Agreement approved in accordance with the provisions of this Agreement.

(c) Any and all other instruments or documents that may be required to be made, executed, acknowledged, certified, delivered, filed and/or recorded by the Company (or by such Member with respect to the Company) under the laws of any state or by any governmental agency, or which the Manager deems it advisable to make, execute, acknowledge, certify, deliver, file and/or record.

(d) Any instruments or documents that may be required to affect the admission of any person entitled to be admitted to the Company as a Member pursuant to the provisions of this Agreement.

(e) Any instruments or documents that may be required to effect, or to be filed in connection with the merger or consolidation of the Company, the conversion of the Company into another entity, or the termination of the Company following its dissolution, that is approved in accordance with the terms and conditions of this Agreement.

(f) Any instruments or documents that may be required to affect any Transfers of Membership Interests which are permitted or provided for in this Agreement.

The foregoing power of attorney, and any other power of attorney described in this Agreement, is a special power of attorney coupled with an interest, is irrevocable, and shall survive the Transfer by a Member of such Member's Membership Interest and any disability or incapacity of such Member

ARTICLE 9

TRANSFERS OF UNITS

9.1. General Provision. Members may not Transfer all or any part of their Units, and no person shall become a transferee or be admitted to the Company as a Member, except as permitted in this Article 9. All Transfers in contravention of this Article 9 shall be null and void *ab initio*.

9.2. Transfer of Members' Membership Interests.

(a) The Members may not Transfer all or any part of their Units without the prior written consent of a Majority Vote, which consent may be granted or withheld in their respective sole and absolute discretions; provided, however, that a Member may Transfer all or a portion of its Units in a Permitted Transfer (as defined in Section 9.2(c)) and the transferee shall become a Substituted Member without the prior written consent of a Majority Vote (but only if the other requirements in Section 9.2(b)(i)-(iii) are satisfied).

(b) Transfers may be made only on forms provided by the Managers. If Members Transfer their Units, except as otherwise provided in this Agreement, their transferees shall not become Substituted Members unless a Majority Vote shall have affirmatively consented in writing to such persons becoming Substituted Members in the manner required above. In addition to the requirements set forth in Section 9.2(a), any Transfer of Units (including, without limitation, pursuant to a Permitted Transfer) shall comply with the following conditions:

(i) No Transfer will be permitted if (A) based upon information provided by the Company, counsel for the Company is, or the Managers are, of the reasonable view that there is a substantial risk that such Transfer would result in the Company being considered to have terminated within the meaning of Section 708 of the Code or (B) the Managers determine that such Transfer would increase the likelihood that the Company would be treated as a corporation or as a "publicly traded partnership" within the meaning of Sections 7704 or 469(k) of the Code;

(ii) In no event shall Units be Transferred to a minor or an incompetent except by will or intestate succession;

(iii) No Transfer will be permitted unless the Membership Interests in question are registered under the Securities Act and all applicable state "blue-sky" laws, or are otherwise exempt from registration thereunder; and

(c) Notwithstanding the foregoing, a Member shall be permitted, at any time and from time to time, to Transfer its Unit(s) or a portion of its indirect interest in its Unit(s) as long as after giving effect to any such Transfer (i) the Key Principal for such Member (as of the time of the initial issuance by the Company of the applicable Units) or such Key Principal's Family Members retains indirect ownership of such Unit(s); (ii) such Transfer will not cause a default under the terms of any loan or any liability to a guarantor providing a guaranty in connection with a loan; (iii) such Transfer will not require approval of the lender under the terms of any loan

(including but not limited to any review by the lender for "know your customer" due diligence), unless such approval is obtained; (iv) the provisions in Section 9.3(a)(ii)-(vi) are satisfied; and (v) as a result of the Transfer, the applicable transferee can continue to make all representations of the Member required herein (in each case, a "Permitted Transfer").

9.3. Conditions and Effect of Transfer.

(a) No Transfer will be binding upon the Company or the Members until each of the following conditions is satisfied (collectively, the "Transfer Conditions"): (i) the provisions of Section 9.2 have been met; (ii) the Company has received, at the expense of the transferor or transferee of the Units, any opinion letter, document, or instrument that is reasonably requested by the Managers in form and substance that is satisfactory to the Managers in their reasonable discretion; (iii) in the case of a Transfer (but not an offer to Transfer), there shall have been filed with the Company a duly executed and acknowledged counterpart of the instrument making such Transfer, manually signed by both the transferor and the transferee, with such instrument evidencing the written acceptance by the transferee of all of the terms and provisions of this Agreement and containing a representation by the transferor that such Transfer was made in accordance with all applicable laws and regulations; (iv) the transferor and the transferee have executed and provided such certificates and other documents and have performed such acts as the Managers deem necessary or desirable to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is doing business, to evidence compliance with the conditions of Sections 9.2, and to evidence the agreement of such transferee to be bound by the terms and provisions of this Agreement; (v) the transferor and transferee have paid, or reimbursed the Company or the Manager (as applicable) for, all costs, fees, and expenses reasonably incurred by them in connection with such Transfer and any admission of the transferee as a Substituted Member; and (vi) the Transfer does not result in a breach, default, or violation of any of the Company's or its Affiliates' loans, material contracts, licenses and permits, or other agreements, or result in a breach, default, or violation of any kind of any material restriction, obligation, or requirement imposed upon the Company or any of its Affiliates by a creditor, a Governmental Agency, or any other person. Notwithstanding the foregoing requirements or any waiver thereof by the Company or the Managers, any Transfer of Units pursuant to this Article 9 shall be automatically subject to, and the transferee shall acquire the transferred Units subject to, all of the terms and provisions of this Agreement.

(b) All Transfers of a Member's Units shall entitle the transferee only to receive the economic interest to which the transferring Member otherwise would be entitled. Such a transferee shall become a Substituted Member only upon the satisfaction of the conditions set forth in this Section 9.3 and in Section 9.2, except to the extent that any such conditions are waived by a Majority Vote.

(c) All Transfers made in compliance with this Article 9 shall be effective (i) the first (1st) day of the month in which the Company receives the instrument described in clause (iii) of Section 9.3(a) and any other documents required by the Managers in connection with the Transfer if such instrument and other documents are received on or before the fifteenth (15th) day of a month, or (ii) the first day of the month immediately following the date the Company receives the instrument and documents described in clause (i) of this sentence if such instrument and other documents are received on or after the sixteenth (16th) day of a month. In

the event that such a Transfer occurs, the Managers shall, as soon as practicable thereafter, amend the books and records of the Company to reflect the admission of any Substituted Members. The Managers are not required to file any such amendment to this Agreement with the State of Florida. Any Substituted Member so admitted to the Company will succeed to all the rights and be subject to all the obligations of the transferring Member with respect to the Units as to which such Member was substituted.

9.4. Liabilities of Transferring Member. Members who shall Transfer all of their Units shall cease to be Members of the Company, except that unless and until Substituted Members are admitted in their stead, such transferring Members shall retain the statutory rights of transferor of limited liability company interests under the Act. No substitution of a transferee as a Member shall operate to relieve the transferor of the liabilities imposed under the Act or of the transferor's duties and obligations hereunder, unless the Managers agree in writing to release such Member.

9.5. Record Owner of Units. Notwithstanding anything contained in this Agreement to the contrary, both the Company and the Managers shall be entitled to prohibit the Transfer of a Member's economic interest in the Company in accordance with Sections 9.2 and 9.3 and to treat the transferor of any Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made to such transferor, until such time as the Transfer Conditions have been satisfied and the Transfer has occurred.

9.6. Admission of Additional Members. Except with respect to Units issued pursuant to Article 5, additional Members may be admitted to the Company only with the prior approval or written consent of a Majority Vote. Not less than thirty (30) days after the admission of an additional Member, the Manager shall amend the books and records of the Company to reflect such admission.

9.7. Withdrawal Prohibited. Except as otherwise expressly permitted by this Agreement, no Member shall be entitled to withdraw or retire from the Company except upon dissolution of the Company, and any attempt by a Member to withdraw from the Company in violation of the terms hereof shall constitute a breach of this Agreement. Damages caused by such breach by a Member shall be offset against any distribution or return of capital that may subsequently be made to such Member.

9.7. Death, Incompetency, or Dissolution of a Member. The death, legal incompetency, bankruptcy, or dissolution of a Member shall not dissolve the Company. The rights and obligations of such Member to share in the Profits, Losses, Gain from Capital Transactions, and Loss from Capital Transactions of the Company, other items of income, gain, loss, and deduction, to receive Net Cash Flow and Capital Proceeds, and to Transfer the Member's Units pursuant to this Article 9, upon the happening of such an event, shall devolve upon such Member's legal representative successor in interest, as the case may be, subject to the terms and conditions of this Agreement, and the Company shall continue as a limited liability company. Upon the death of a Member, the Member's legal representative shall have all the other rights of a Member solely for the purpose of settling the Member's estate. In no event, however, may such estate, legal representative, or other successor in interest become a Substituted Member except in accordance with Sections 9.2 and 9.3 hereof. Each Member's

estate or other successor in interest shall be liable for all the obligations and liabilities of such Member.

9.8. Right of First Refusal.

(a) Unless a Transfer is otherwise subject to Sections 9.9 or 9.10 (in which case such other Section shall control), in the event that one or more Class C Members (collectively, the "Selling Members") intend to, or will otherwise, dispose of any Class C Units (the "Offered Units"), whether voluntarily or involuntarily, in any transaction other than a Permitted Transaction that complies with Sections 9.2 and 9.3, then the Selling Members shall notify the Managers and all Class A Members (collectively, the "Non-Selling Members") in writing of the identity of the Selling Members, the proposed purchaser, the amount and type of the Offered Units, and the proposed price and all material terms of sale (the "Offered Terms").

(b) The Company, upon the Managers' receipt of the notice required in Section 9.8(a), shall have a right of first refusal to distribute cash in liquidation to the Selling Members of all of the Offered Units at the Offered Terms. The Company may exercise its right to liquidate the Offered Units by the Managers, by giving notice to the Selling Members within thirty (30) days following receipt by the Non-Selling Members of the notice from the Selling Members. The decision to liquidate such Offered Units shall be made by the affirmative vote of Non-Selling Members owning a majority of all issued and outstanding Class A Units held by Non-Selling Members. Such liquidation shall be made pursuant to documentation acceptable to the Company. If the Company does not elect to purchase the Offered Units within the above period of time, the Non-Selling Members may elect to purchase such units within fifteen (15) days after such time period.

(c) If the Company and the Non-Selling Members do not timely exercise its right under Section 9.8(b), then the Selling Members shall be free for a period of ninety (90) days thereafter to sell the entire Offered Interest to the purchaser indicated on the notice of intended sale that was delivered to the Company; provided, however, that the sale must be at the Offered Terms. If a sale of the Offered Interest does not occur at the Offered Terms within such ninety (90) day period, the Selling Members cannot sell the Offered Units without again complying with this Section 9.8.

(d) A purchaser of the Offered Interest hereunder shall be a transferee, subject to the provisions of Sections 9.2 and 9.3 above. A distribution by the Company pursuant to this Section 9.8 shall not be subject to Sections 7.1 or 7.1.1.

9.9. Option to Purchase Former Member's Interest.

(a) Upon the occurrence of any of the following events (each, a "Dissolution Event") with respect to a Class B Member or Class C Member, the Company shall have the right (but not the obligation) to purchase all of the Class B Units or Class C Units of that Member (or otherwise distribute cash in liquidation to the Former Member) within one hundred eighty (180) days after the Managers are made aware of the occurrence of such Dissolution Event: (i) the withdrawal, resignation, expulsion, bankruptcy, death, or dissolution of the Member; (ii) the occurrence of a direct or indirect change in control of the Member in violation of this

Agreement; or (iii) any initiation by the Member of a proceeding to dissolve the Company. Upon the occurrence of a Dissolution Event, such Member or its legal representatives (collectively, the "Former Member") shall be required to sell all of the Former Member's Units to the Company in accordance with the terms, and at the purchase price, set forth in this Section 9.9 upon an election by the Company to purchase the Units, after which the Former Member shall be deemed dissociated from the Company as of the time of the Dissolution Event. The Managers shall not cause the Company to purchase the Units of any Former Member pursuant to this Section 9.9 without the prior written consent of a majority of the Class A Members.

(b) The purchase price payable to the Former Member under this Section 9.9 shall be the fair market value of the Former Member's Units determined by the agreement of the Former Member or its authorized legal representatives, as applicable, and the Managers. If those parties cannot reach an agreement as to fair market value, then the legal representatives of the Former Member and the Managers shall mutually select an independent appraiser (an "Appraiser") to make the determination of fair market value; provided, however, that, if they cannot agree on the Appraiser within a five (5) day period, they will each promptly select one independent appraiser, and the two independent appraisers shall be instructed to collectively select a third independent appraiser to serve as the sole Appraiser. The value determined by the Appraiser shall be the conclusive fair market value of the Former Member's Units for purposes of this Section 9.9, and shall be binding on the Company, the Members, and the Former Member, absent manifest error. The cost of the appraisal will be paid one-half by the Company and one-half by the Former Member.

(c) The closing of the purchase of the Former Member's Units by the Company pursuant to this Section 9.9 shall occur at a reasonable place and time designated by the Managers. At the closing, the Former Member shall deliver to the Managers an instrument of transfer in a form reasonably acceptable to the Managers that conveys full title to the Former Member's Units without any liens, claims, or encumbrances. The Former Member and the Company shall further do all things, and execute and deliver all documents, as may be necessary or reasonably advisable to fully consummate such sale and purchase in accordance with the terms and provisions of this Agreement. Payment for the Former Member's Units shall be paid by the Company, in its sole and absolute discretion, either: (A) in cash or in other immediately available funds in full at the Closing; or (B) pursuant to a promissory note, the principal amount of which (I) shall be payable in full, with all accrued interest, within three (3) years after the closing of the purchase, (II) shall be payable, together with accrued interest, in equal, consecutive quarterly installments beginning three (3) months after the date of the closing of the purchase, and (III) shall bear interest in the amount of the prime rate of interest as reported in the Wall Street Journal on the date of the closing of the purchase.

(d) A distribution by the Company pursuant to this Section 9.9 shall not be subject to Sections 7.1 or 7.1.1.

9.10. Sale of Controlling Interest.

(a) Generally. In the event that Members owning the Class A Units (the "Majority Sellers") desire to sell all of their Class A Units to any one or more persons who are not Members or Affiliates of Members (collectively, "Purchaser") pursuant to a bona-fide offer

to purchase such Units in any transaction that is not a Permitted Transfer that complies with Sections 9.2 and 9.3 (a "Proposed Sale"), the Majority Sellers shall have the right to require all of the other Members (collectively, the "Minority Members") to sell all of their Units (the "Minority Units") to the Purchaser (the "Drag-Along Right"). If the Majority Sellers do not exercise their Drag-Along right, then each Minority Member shall have the right to participate in the Proposed Sale on the same terms and conditions as the Majority Sellers in the manner set forth in this Section 9.10 (a "Tag-Along Right"). In the case of the exercise of either a Drag-Along Right or a Tag-Along Right, the Minority Members shall sell the Minority Units to the Purchaser on the same terms and conditions, and at the same price, as the Majority Sellers.

(b) Notice of Sale. Not less than fifteen (15) days prior to the consummation of a Proposed Sale, the Majority Sellers shall notify the Company and the Minority Members in writing of the purchase price and the material terms of the Proposed Sale (the "Required Sale Notice"). The Required Sale Notice must indicate either that: (i) the Majority Sellers are exercising their Drag-Along Right; or (ii) that the Majority Sellers are not exercising their Drag-Along Right and that the Minority Members are entitled to exercise their Tag-Along Right by delivering to the Company and the Sellers a Tag-Along Notice within five (5) days after receipt of the Required Sale Notice.

(c) Election of Tag-Along Rights. If the Minority Members are entitled to exercise their Tag-Along Rights, each Minority Member electing to exercise its Tag-Along Right shall deliver written notice of such election (the "Tag-Along Notice") to the Company and the Majority Sellers within five (5) days after such Minority Member's receipt of the Required Sale Notice. A Tag-Along Notice must indicate the number of Units which such Minority Member wishes to sell to the Purchaser. Each Minority Member shall have the right, subject to the Minority Member's compliance with the requirements of this Section 9.10, to sell to the Purchaser in the Proposed Sale any amount of its Units up to the amount of: (i) the total Units being sold by the Majority Sellers; multiplied by (ii) a fraction, the numerator of which is the number of Units held by such Minority Member and the denominator of which is the sum of all Units held by the Majority Sellers and all Minority Members participating in the Proposed Sale (including such Minority Member in question). To the extent that one or more of the Minority Members exercise their Tag-Along Right, the Units that the Majority Sellers may sell in the Proposed Sale shall be correspondingly reduced by the amount of the Units which the Minority Members are entitled to sell as determined pursuant to this Section 9.10(c). If a Minority Member exercises the Minority Member's Tag-Along Right, such election shall be irrevocable.

(d) General Closing Conditions. Within five (5) days after receipt of the Required Sale Notice (in the case of the Drag-Along Right), or promptly following the Majority Sellers' request therefor and, in any event, prior to the closing of the Proposed Sale (in the case of a Tag-Along Right), each participating Minority Member (regardless of whether pursuant to mandatory or voluntary participation) shall deliver to the Company each of the following: (i) all certificates, if any, representing the Minority Units; (ii) duly executed assignments of the Minority Units in the form provided by the Company to the Minority Members; and (iii) wiring instructions for the distribution of the Minority Member's portion of the purchase price. The certificates and assignments shall be held in escrow by the Company's attorneys pending the consummation of the Proposed Sale. Each Member hereby appoints each of the Managers as the Member's attorney-in-fact, and grants each Manager full power of attorney, to execute any

assignments of Minority Units pursuant to item (ii) of this Section 9.10(d) on behalf of the Member in the event that the Member fails to provide them within the time period required by this Section 9.10(d). In the event that the Proposed Sale is not consummated within thirty (30) days after the date set for the closing thereof in the Required Sale Notice, the certificates and assignments shall be returned to the Minority Members and the Minority Members shall have no obligation to sell the Minority Units, unless the Majority Sellers again follow the procedure set forth in this Section 9.10. The Majority Sellers shall require the Purchaser to remit directly to each participating Minority Member the portion of the purchase price to which Minority Member is entitled by reason of its participation in the Proposed Sale. For the avoidance of doubt, the amount of the purchase price payable to each Member pursuant to this Section 9.10 shall be determined by the Manager in the Manager's good faith discretion based on the amount equal to the amount the Member would have received had the aggregate purchase price for all Members were received by the Company and distributed pursuant to Section 11.3 (including payment of liabilities if the liabilities will be paid in connection with the sale).

9.11. No Right to Partition. No Member shall have the right to partition any assets of the Company or any interest therein, nor shall a Member make application or institute proceedings for a partition thereof.

ARTICLE 10

BOOKS OF ACCOUNT, FINANCIAL REPORTS, RECORDS, FISCAL YEAR, BANKING AND ACCOUNTING DECISIONS

10.1. Books of Account. Each Member shall have, at reasonable times during normal business hours, access to and the right to inspect and, at such Member's expense, copy, such books and records of the Company as are required by the Act to be available for inspection by all Members. Without limiting the generality of the foregoing provision, no Member has the right to obtain a copy of, or otherwise have access to: (a) the Schedule K-1 of any other Member; (b) any other Member's tax identification number; (c) any other Member's social security number; (d) any documents or information that the Managers believe to be in the nature of trade secrets or other information the disclosure of which the Managers in good faith believes is not in the best interests of the Company; or (e) the Company is required by law or by agreements with unaffiliated third parties to keep confidential. The Managers may keep the items listed in the immediately preceding sentence confidential from the Members for such period of time as the Managers determine in their sole and absolute discretion. The Company's books and records shall be maintained by Tim Hanley (CFO For Hire). The Company shall: (a) employ Tim Hanley as independent contractor to prepare/review Company financial statements, provide quarterly reports, review/prepare the Proposed Budget, calculating the working capital provision set forth in Section 7.2, and provide other incidental services arising out of or relating to maintaining the Company's books and records; and (b) pay Tim Hanley One Thousand Dollars ($1,000.00) per month for maintaining the Company's books and records. The Company agrees to provide Tim Hanley access to all of the Company's books and records on a monthly basis, or as requested by Tim Hanley, so that Tim Hanley can render the services hereunder.

10.2. Bank Accounts, Funds and Assets. The funds of the Company shall be deposited in such bank or banks as shall be deemed appropriate by the Managers. Such funds shall be withdrawn only by such authorized persons as may be designated by the Managers.

10.3. Tax Returns and Reports. Appropriate tax returns and reports for the Company shall be prepared and timely filed with the proper authorities. The Company shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with such entities under then current applicable laws, rules and regulations.

10.4. Reports and Financial Statements. The Managers shall provide the following reports and financial statements to the Members:

(a) within thirty (30) days after the end of each calendar quarter, a balance sheet as of the end of such quarter, together with related statements of income, Members' equity, and a statement of cash flows, and other reports prepared by management, with variance reports and explanations of the variances, an update of then existing leases and leads and prospects for leases; and

(b) as soon as practical after the end of each fiscal year but not later than March 15, all information necessary for the preparation of a Member's federal income tax return.

10.5. Fiscal Year. Unless otherwise determined pursuant to Code Section 706(b), the fiscal year of the Company for both reporting and federal income tax purposes shall begin with the 1st day of January and end on the 31st day of December in each calendar year.

10.6. Tax Elections. The Managers shall, in their sole and absolute discretion, determine whether to make any available election (including, without limitation, the election under Section 754 of the Code) or choose any available reporting method pursuant to the Code or state or local tax law. The Managers shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) or change any reporting method upon the Managers' determination in its sole and absolute discretion that such revocation is in the best interests of all of the Members. Notwithstanding anything contained herein to the contrary, in the event an election will result in a material adverse effect on a Member (as determined in such Member's reasonable discretion), the Managers shall require the affected Member's consent to make such election.

10.7. Withholding. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local, or foreign taxes that the Managers determine that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement, including, without limitation, any taxes required to be withheld or paid by the Company pursuant to Sections 1441, 1442, 1445, or 1446 of the Code. Any amount paid on behalf of or with respect to a Member shall constitute a loan by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Company that such payment must be made unless (a) the Company withholds such payment from a distribution which would otherwise be made to the Member, or (b) the Managers reasonably determine that such payment may be satisfied out of the available funds of the Company which would, but for such payment, be distributed to the Member. Any amounts withheld pursuant to the foregoing clauses (a) or (b) shall be treated as having been distributed to such Member. Each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's

Units to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 10.7. Any amounts payable by a Member hereunder shall bear interest at the base rate on corporate loans at large United States money center commercial banks, as published from time to time in the Wall Street Journal, plus four percentage points (but not higher than the maximum lawful rate) from the date such amount is due (i.e., fifteen (15) days after demand) until such amount is paid in full. Each Member shall take such actions as the Company shall request in order to perfect or enforce the security interest created hereunder.

10.8. Methods of Accounting. The Manager shall determine the Methods of Accounting for financial purposes and tax purposes; provided that, to the extent permitted by law, the Manager shall elect and otherwise apply the cash method for tax purposes.

ARTICLE 11

DISSOLUTION AND TERMINATION

11.1. Dissolution of Company. The term of the Company shall be dissolved, and its business shall terminate, upon the earliest occurrence of any of the following events:

(a) delivery to the Managers of a written agreement in which Majority Vote approve of the dissolution of the Company;

(b) the sale, exchange, forfeiture, or other disposition of all or substantially all the assets of the Company, unless Members unanimously elect to continue the Company business for the purpose of the receipt and collection of indebtedness or the collection of other consideration to be received in exchange for the assets of the Company (which activities shall be deemed to be part of the winding up of the Company); or

(c) the entry of a decree of judicial dissolution under the Act (or successor provision of the Act) for a limited liability company with perpetual life.

The Company shall continue to exist after the happening of any of the foregoing events solely for the purpose of winding up its affairs in accordance with the Act.

11.2. Procedure on Liquidation. Unless the business of the Company is continued pursuant to the provisions of this Agreement, upon the dissolution of the Company, a person selected by the Managers or, in the event there are no Managers, a person selected by Members owning a majority of all issued and outstanding Class A Units (the "Liquidator"), shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 11.3 for the fiscal year of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise-occur in connection with the liquidation. The Company shall follow the procedures contained in the Act in connection with the liquidation of the Company. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the Capital Accounts of the Members that have been maintained in accordance with this Agreement shall be adjusted for the gain or loss that would have been allocated if the property had been sold at its assigned values. Upon completion of the liquidation of the Company and distribution of the

proceeds, the person supervising the liquidation shall file articles of dissolution with the State of Florida.

11.3. Liquidation Proceeds. The proceeds from the liquidation of the assets of the Company (including any proceeds from the collection of the receivables of the Company) and the assets distributed in kind shall be distributed in the following order of priority:

(a) first, to the payment of debts and liabilities of the Company which are due and owing, except that expenses or debts that may be deferred in accordance with an agreement providing for deferral may be deferred to the extent that the Company expects to receive proceeds that can be used to satisfy the expenses and debts; then

(b) next, to the setting up and disbursement of reserves for payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period; then

(c) next, to the Members in accordance with Section 7.1.1.

All distributions pursuant to clause (c) of this Section 11.3 shall be made no later than the end of the Company's fiscal year during which the liquidation of the Company occurs (or, if later, within 90 days after the date of the liquidation.) A transferee that is not a Substituted Member shall be treated as a Member for purposes of Section 11.3(c) only. In no event shall any Member have an obligation to restore any Capital Account deficit.

11.4. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. Except as provided herein, no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations except as expressly provided in this Agreement.

11.5. Liability of the Liquidator. The Liquidator shall be indemnified and held harmless by the Company from and against any and all claims, demands, liabilities, costs, damages, and causes of action of any nature whatsoever arising out of or incidental to the Liquidator's taking of any action authorized under or within the scope of this Agreement; provided, however, that the Liquidator shall not be entitled to indemnification, and shall not be held harmless where the claim, demand, liability, cost, damage, or cause of action at issue arises out of: (a) a matter entirely unrelated to the Liquidator's action or conduct pursuant to the provisions of this Agreement; or (b) the proven willful misconduct or gross negligence of the Liquidator.

ARTICLE 12

INDEMNIFICATION

12.1. Right to Indemnification of Members, Managers, and Officers. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it

presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Member, Manager, or officer of the Company against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 12.3, the Company shall not be required to indemnify an Indemnified Person if such Indemnified Person is ultimately adjudged to have acted in bad faith or the Proceeding was the result of gross negligence, fraud, willful misconduct or deliberate dishonesty that was material to the cause of action so adjudicated.

12.2. Prepayment of Expenses. The Company shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an executed undertaking by the Indemnified Person to repay all amounts advanced in form and substance reasonably satisfactory to the Managers if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article 12 or otherwise.

12.3. Claims. If a claim for indemnification or advancement of expenses under this Article 12 is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Company, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the reasonable expense of prosecuting such claim. In any such action the Company shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under the Act. It shall be a defense to any such action that the Indemnified Person has not met the standards of conduct set forth in Section 12.1.

12.4. Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Company or, while an employee or agent of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are not Managers or officers shall be made in such manner as is determined by the Managers in their sole and absolute discretion. Notwithstanding the foregoing sentence, the Company shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Managers.

12.5. Non-Exclusivity of Rights. The rights conferred on any person by this Article 12 shall not be exclusive of any other rights which such person may have or hereafter acquire under

any statute, provision of the Article of Organization, this Agreement, vote of Members or disinterested Managers, or otherwise.

12.6. Other Indemnification. The Company's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

12.7. Insurance. The Managers may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Company's expense insurance: (a) to indemnify the Company for any obligation which it incurs as a result of the indemnification of Managers, officers, employees, and agents under the provisions of this Article 12; and (b) to indemnify or insure Managers, officers, employees, and agents against liability in instances in which they may not otherwise be indemnified by the Company under the provisions of this Article 12.

12.8. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article 12 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE 13

MISCELLANEOUS

13.1. Representation of Investor Suitability. Each Member represents and warrants to the Company, the Managers, and the other Members that: (a) the Member is knowledgeable in, and experienced with respect to, investments in general and with respect to investments of a nature similar to an investment in the Company; (b) by reason of such knowledge and experience, such Member is capable of evaluating the merits and risks of, and making an informed business decision with regard to, an investment in the Company; (c) such Member can bear the economic risk of its investment in the Company and can afford the loss of its entire investment in the Company; (d) such Member has had the full opportunity, in reviewing this Agreement, to obtain legal, tax, and investment advice regarding its admission to the Company as a Member; (e) the Units are being acquired by the Member for the Member's own account for investment purposes only, and not for the interest of any other person or with the intent to sell or distribute the Units to others; and (f) the Units have not been registered under the Securities Act or the securities laws of any U.S. state (collectively, "Applicable Securities Laws") and are subject to restrictions on transferability and resale as "Restricted Securities" (as such term is defined in 17 C.F.R. §230.144), and the Member has no right to require the Managers or the Company to undertake any registration of the Units at any time under any Applicable Securities Laws.

13.2. Additional Information. The Member acknowledges and agrees that certain equity partners, lenders, and other third parties could require personal information from the Member in connection with the Company's business, including without limitation "Know Your Customer" background information, and could require the Member to satisfy other requirements, or take certain other actions, in connection therewith. Upon the Managers' request, each Member shall promptly provide any and all such information to the Managers, satisfy any such requirements, and take any such other actions as required.

13.3. Notices. All notices, payments, demands and communications required or permitted to be given by this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes: (a) if delivered personally or by e-mail to the party or to an officer of the party to whom the same is directed; or (b) if sent and delivered (either by actual delivery or refusal of delivery by the recipient) by a nationally-recognized courier by overnight delivery, or by registered or certified mail, postage and charges prepaid, addressed to the addresses set forth on Exhibit A of this Agreement, or to such other address as the Member from time to time specifies by written notice to the Company, or to such other address as the Member from time to time specifies by written notice to the Company. Any notice shall be deemed to have been given as of the date delivered if delivered personally or by e-mail, one (1) day after the date on which it was sent by overnight delivery by a nationally-recognized courier, or three (3) three days after the date on which it was sent by registered or certified mail in the manner set forth above. Any notice may be waived by the person entitled to receive the notice.

13.4. Section Captions. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of any part of this Agreement.

13.5. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13.6. Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purpose of this Agreement.

13.7. Amendments.

(a) Amendments to this Agreement may be proposed by the Managers, or by Majority Vote; provided, however, that the Managers shall have the right, without first proposing such amendment to the Members and without the vote or consent of, the Members, but only after reasonable prior written notice to the Members, to amend the Agreement to: (i) reflect a ministerial amendment to the duties or responsibilities of the Managers; (ii) reflect the Transfer of Units pursuant to Article 9; or (iii) reflect or memorialize any course of action authorized by the Members pursuant to Section 8.4. Proposed amendments may concern any Article in this Agreement, including, but not limited to, termination of the Company.

(b) Following any proposal of an amendment, other than amendments to be made by pursuant to Section 13.7(a), the Managers, within twenty (20) days after receipt, shall

submit to all Members a verbatim statement of the proposed amendment. The Managers may include in such submission an opinion of counsel to the Managers concerning whether the proposed amendment would result in changing the liability of the Managers or the Members, or allowing the Members to take part in the control or management of the Company. The Managers may also include in said submission its recommendation as to the proposed amendment. In the case of any proposed amendment that would affect the allocations or distributions provided for in Articles V, VI, or VII hereof, the Managers may include in said submission the written advice of counsel experienced in federal income tax matters as to the effect, if any, which such amendment would have on such allocations and distributions and on the bases of the Members' Units. Any Member, at the Member's sole expense, may include an opinion of counsel experienced in matters under the Act concerning the effect of the proposed amendment. Except as otherwise provided in Section 13.7(a) hereof, all proposed amendments, whether proposed by the Managers or the Members, shall be submitted to Members for a vote, and a Majority Vote shall be sufficient to approve any such amendment.

(c) Notwithstanding the foregoing provisions of this Section 13.7, no amendment of any provision of this Agreement that materially and adversely affects the rights or obligations hereunder of any particular Member, or group of Members, while not similarly affecting the rights or obligations hereunder of all Members shall not be effective against such Member, or group of Members, unless approved in writing by such Member or group of Members (as the case may be).

13.8. Governing Law, Jurisdiction, and Venue. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and the Act as now in effect or as amended in the future shall govern and supersede any provision of this Agreement which would otherwise be in violation of the Act. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by negotiation. If the dispute has not been resolved within thirty (30) days of any party's initiation of said attempt, the dispute shall be submitted to non-binding mediation conducted by one mediator selected by all of the parties. If after thirty (30) days the mediation is unsuccessful, the dispute shall be finally settled by arbitration to be held in Orlando, FL in accordance with the rules then applicable of the American Arbitration Association ("AAA"), or such body as the AAA may designate. The AAA will be the appointing authority for such proceeding. The number of arbitrators to be used in any such arbitration shall be one (1), who shall be acceptable to the parties. Any award rendered therein shall be final and binding on each of the parties, and judgment may be entered thereon in any court in Florida having jurisdiction thereof. The prevailing party, as determined by the arbitrator or mediator (as applicable), shall be entitled to recover its reasonable fees and expenses, including reasonable attorneys' fees and arbitration costs, incurred in connection with such dispute.

13.9. Creditors. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

13.10. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

13.11. No Agency. Nothing contained herein shall be construed to constitute any Member the agent of another Member, except as specifically provided herein, or in any manner to limit the Members in the carrying on of their own respective businesses or activities.

13.12. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

13.13. Parties in Interest. Subject to the provisions contained in Article 9, every covenant, term, provision and agreement in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

13.14. Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those set forth therein.

13.15. Number and Gender. Where the context so indicates, the masculine shall include the feminine and neuter, the singular shall include the plural and "person" shall include an individual, corporation, partnership, limited liability company, trust, and other entities and legal forms.

13.16. Executory Agreement. The parties agree that this Agreement constitutes an executory agreement with respect to all membership interests in the Company and shall be governed by 11 U.S.C. §365 in connection with the bankruptcy of the Company or of any Member because, among other provisions and obligations, this Agreement imposes on each Member certain unperformed affirmative duties. Accordingly, any trustee in bankruptcy with rights in and to any membership interest in the Company shall be required to comply with the terms of this Agreement and Florida governing this Agreement, including, without limitation, the restrictions of the rights of a creditor of a Member or transferee.

13.17. Caveat. **THIS OPERATING AGREEMENT HAS BEEN DRAFTED BY LEGAL COUNSEL FOR THE MORGAN KANE. PRIOR TO EXECUTING THIS AGREEMENT, EACH OTHER MEMBER IS STRONGLY URGED TO SEEK INDEPENDENT LEGAL COUNSEL TO REVIEW THIS AGREEMENT ON THEIR BEHALF. EXECUTION OF THIS AGREEMENT BY SUCH OTHER MEMBER INDICATES THAT SUCH OTHER MEMBER HAS HAD THIS AGREEMENT REVIEWED BY INDEPENDENT COUNSEL OR HAS MADE AN INFORMED DECISION THAT SUCH REVIEW WAS UNNECESSARY.**

13.18. Tax Advisor. **EACH SUCH OTHER MEMBER IS FURTHER STRONGLY URGED TO SEEK INDEPENDENT COUNSEL OF A TAX ADVISOR AS TO THE EFFECTS OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE TAX LAW ON SUCH OTHER MEMBER.**

[*Remainder of Page Intentionally Blank. Signature Page Follows.*]

IN WITNESS WHEREOF, this Agreement has been executed to be effective on the date first written above.

CLASS A MEMBER:

By: DocuSigned by: Morgan Kane 2DCF6600DD4746D...
Morgan Kane

CLASS B MEMBERS:

By: DocuSigned by: Emilio Stillo B2135EA3D46E412...
EMILIO STILLIO

By: DocuSigned by: B585001852594B1...
PETER KANENBLEY

By: Signed by: Jeff Isaly 161959F44A0E4C0...
JEFFREY ISALY

By: DocuSigned by: 2F158834693C4BB...
ADAM ISALY, as Trustee of the ADAM ISALY TRUST

By: DocuSigned by: Keith Durkin C10F152CE6C141C...
KEITH DURKIN, as Trustee of the KEITH C. DURKIN FAMILY TRUST

EXHIBIT A

MEMBERS

Name and Address:	**Capital Contribution:**	**Number of Units:**
Morgan Kane Address: [redacted]	Intellectual Property; Cash; Equipment	21,175,000 Class A Units
Emilio Stillio Address: [redacted]	Cash	375,000 Class B Units
Peter Kanenbley Address: [redacted]	Cash	375,000 Class B Units
Adam W. Isaly, Trustee of the Adam W. Isaly Trust Address:	$0.00	250,000 Class B Units
Jeffrey Isaly Address:	0.00	250,000 Class B Units
Keith C. Durkin, Trustee of the Keith C. Durkin Family Trust Address: [redacted]	Cash	75,000 Class B Units
CLASS C POOL		2,500,000 Class C Units to be issued as Additional Units or New Equity

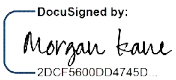
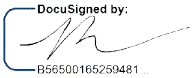
Certificate Of Completion

Envelope Id: 4C4AB552-3025-86F0-821B-FA9E9A5138FB
Status: Completed
Subject: Complete with Docusign: 2026 AR OA for Marauder Tech.doc
Source Envelope:
Document Pages: 44
Signatures: 6
Envelope Originator:
Certificate Pages: 5
Initials: 0
Keith Durkin
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original
6/12/2026 5:51:42 PM
Holder: Keith Durkin
Location: DocuSign

Signer Events	Signature	Timestamp
Adam Isaly Security Level: Email, Account Authentication (None)	DocuSigned by: 2F158834693C4BB...	Sent: 6/12/2026 5:56:53 PM Viewed: 6/13/2026 12:14:12 PM Signed: 6/13/2026 12:15:00 PM
	Signature Adoption: Drawn on Device Using IP Address: 63.232.86.8 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/13/2026 12:14:12 PM ID: cb1715ce-388c-4db4-81ff-849c83a7d0b5		
Emilio Stillo owner Security Level: Email, Account Authentication (None)	DocuSigned by: B2135EA3D46E412...	Sent: 6/12/2026 5:56:54 PM Viewed: 6/12/2026 5:57:34 PM Signed: 6/12/2026 5:58:04 PM
	Signature Adoption: Pre-selected Style Using IP Address: 96.80.66.49	
Electronic Record and Signature Disclosure: Accepted: 2/12/2025 2:45:11 PM ID: f5312142-ee14-4522-afdc-be09fcce9fa9		
Jeff Isaly Security Level: Email, Account Authentication (None)	Signed by: 161959F44A0E4C0...	Sent: 6/12/2026 5:56:54 PM Viewed: 6/15/2026 12:18:13 PM Signed: 6/15/2026 12:25:23 PM
	Signature Adoption: Pre-selected Style Using IP Address: 24.22.37.249	
Electronic Record and Signature Disclosure: Accepted: 6/15/2026 12:18:13 PM ID: 49560c27-856e-4cda-906d-21bf013bf989		
Keith Durkin partner Security Level: Email, Account Authentication (None)	DocuSigned by: C10F152CE6C141C...	Sent: 6/12/2026 5:56:56 PM Viewed: 6/12/2026 5:57:10 PM Signed: 6/12/2026 5:57:17 PM
	Signature Adoption: Pre-selected Style Using IP Address: 38.101.125.88	
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Morgan Kane [redacted] President Security Level: Email, Account Authentication (None)	DocuSigned by:  2DCF5600DD4745D...	Sent: 6/12/2026 5:56:55 PM Viewed: 6/15/2026 7:02:58 AM Signed: 6/15/2026 7:03:19 AM
	Signature Adoption: Pre-selected Style Using IP Address: 2603:9001:1800:2d1a:8556:2ff3:8a2f:5064	
Electronic Record and Signature Disclosure: Accepted: 6/15/2026 7:02:58 AM ID: dea4b218-eeff-40db-bd3b-c26480cf3081		
Peter Kanenbley [redacted] Security Level: Email, Account Authentication (None)	DocuSigned by:  B56500165259481...	Sent: 6/12/2026 5:56:56 PM Viewed: 6/12/2026 6:40:15 PM Signed: 6/12/2026 6:40:33 PM
	Signature Adoption: Drawn on Device Using IP Address: 2600:387:c:7017::3 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/12/2026 6:40:15 PM ID: 94d395e0-46c1-46d1-a1f6-e4a0bf2480a0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 5:56:56 PM
Certified Delivered	Security Checked	6/12/2026 6:40:15 PM
Signing Complete	Security Checked	6/12/2026 6:40:33 PM
Completed	Security Checked	6/15/2026 12:25:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Baker Hostetler LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Baker Hostetler LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: maylward@bakerlaw.com

To advise Baker Hostetler LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at maylward@bakerlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to maylward@bakerlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Baker Hostetler LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to maylward@bakerlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Baker Hostetler LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Baker Hostetler LLP during the course of your relationship with Baker Hostetler LLP.