

# Team Eagle Consulting, LLC

## FARA Registration

### Exhibit C

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TEAM EAGLE CONSULTING, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2024, AT 5:40 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

5158391 8100  
SR# 20243724920

Authentication: 204440558  
Date: 09-20-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)


State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:40 PM 09/18/2024  
FILED 05:40 PM 09/18/2024  
SR 20243724920 - File Number 5158391

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Team Eagle Consulting, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By:   
Authorized Person

Name: Stephen Payne  
Print or Type

## OPERATING AGREEMENT

**Team Eagle LLC**  
**(a Delaware Limited Liability Company)**  
**(Organized under the Delaware Limited Liability Company Act)**

### ARTICLE I INITIAL DATE AND PARTIES; AUTHORIZATION

**Section 1.01. Initial Date of and Parties to this Agreement.** This Agreement became effective the date articles of organization were filed with the Delaware Secretary of State and is between the Company and its Members.

**Section 1.02. Authorization for this Agreement.** This Agreement is made under the LLC Act.

### ARTICLE II DEFINITIONS

Unless the language or context clearly indicates otherwise, the following definitions apply:

- **Act of Members** mean decisions undertaken by Members holding a majority Membership Interest Percentage, unless a different percentage is otherwise specified in this Agreement. These may occur at a meeting or by written consent.
- **Agreement** means this agreement and the articles of organization, as amended from time to time.
- **Assignee** has the meaning set forth in Article XI.
- **Capital Account** has the meaning set forth in Article V.
- **Charging Order Holder** has the meaning set forth in Article XI.
- **Code** means the Internal Revenue Code, as amended.
- **Company** means this LLC, a Limited Liability Company organized under the LLC Act.
- **Corporate Transparency Act** is that act which consists of Sections 6001 through 6511 of the National Defense Authorization Act found in Title 31 of the U.S.C. The CTA will go into effect January 1, 2024, and will require any person who (1) who directly or indirectly exercises “*substantial control*” over the reporting company, or (2) who directly or indirectly owns or controls 25 percent (25%) or more of the “*ownership interests*” of the reporting company to file and maintain updated, correct information stipulated in the CTA. The Company is defined as a reporting company under the CTA. The required report must be filed by the Company with the Financial Crimes Enforcement Network (“*FinCEN*”). Any person described in subsections (1) or (2) or both, immediately above, is referred to in this Agreement as a “**CTA Reporting Person.**”
- **CTA Reports** means the information submitted to FinCEN which includes details about the beneficial owners such as names, addresses, dates of birth, and other identifying information. These reports aim to enhance transparency by disclosing the individuals who ultimately own or control the entity.
- **CTA Reporting Person** means an individual who is required to provide information to FinCEN because that individual is directly or indirectly the beneficial owner or has significant control over the company.

- **Default Rule** means a rule in the LLC Act which: (i) structures, defines or regulates the finances, governance, operations or other aspects of a limited liability company under the LLC Act and (ii) applies except to the extent negated or modified by the Agreement.
- **FinCEN** is the abbreviation for the Financial Crimes Enforcement Network.
- **Fiscal Year** means the calendar year.
- **LLC Act** means the Delaware Limited Liability Company Act.
- **Manager** means, initially, the Members.
- **Member** means those Persons with ownership interests in the Company who have either initially signed this Agreement or are a Substitute Member.
- **Membership Interest** and **Percentage** have the meanings set forth in Article V.
- **Net Losses** and **Profits** mean net losses and profits of the Company computed in accordance with customary methods of accounting consistently applied from prior periods, which shall be allocated according to Membership Interest Percentage.
- **Net Operating Cash Flow** means all cash received by the Company from operations, including, but not limited to, rents, fees and reimbursements and proceeds from sales, financings or re-financings, all as decreased by all cash expenditures for operations, including, but not limited to, expenditures for principal and interest on indebtedness, taxes, insurance, management fees, commissions, reasonable reserves, repairs, maintenance, renovation and capital improvements.
- **Officer** has the meaning set forth in Section 8.05.
- **Person** means an individual, corporation, limited liability company, partnership, limited partnership, association, trust, unincorporated organization, and any other legal entity, organization, or governmental body.
- **Reporting Company** means a limited liability company (LLC) or a company created by the filing of a document with the secretary of state or any similar office under the law of a State or Indian tribe that does not qualify for an exemption.
- **Required Records** have the meaning set forth in Article X.
- **Securities Act** refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.
- **Substantial Control** over a reporting company means an individual who meets any of four general criteria: 1) the individual is a senior officer; 2) the individual has authority to appoint or remove certain officers or a majority of directors of the reporting company; 3) the individual is an important decision-maker; or 4) the individual has any other form of substantial control over the reporting company.
- **Substitute Member** has the meaning set forth in Article XI.
- **Transfer** means an assignment, conveyance, deed, encumbrance, gift, lease, mortgage, sale, security interest or other disposition or transfer, however phrased, whether direct or indirect.
- **Transferee** is a Person to whom a Member Transfers all or any part of a Membership Interest; however, unless admitted, a Transferee shall have no rights of a Member and shall merely be an Assignee until such time admitted as a Substitute Member.

### ARTICLE III BACKGROUND OF THIS AGREEMENT

**Section 3.01. History and Nature of the Company.** The Company was organized in Delaware and is authorized to engage in any legal act.

**Section 3.02. Powers.** The Company has all powers granted under the laws of Delaware.

**Section 3.03. Registered Agent and Office.** The Company's initial registered agent and its office are specified in the articles of organization. The registered agent may only be changed by an Act of Members.

**Section 3.04. Term.** The Company commenced existence on the date its articles of organization were endorsed by the Delaware Secretary of State and shall exist in perpetuity unless sooner terminated as provided in Article XIII.

**ARTICLE IV**

**RELATIONSHIP OF AGREEMENT TO DEFAULT RULES AND ARTICLES**

**Section 4.01. Relationship of Agreement to LLC Act Default Rules.** Regardless of whether this Agreement specifically refers to a Default Rule:

- If any provision of this Agreement conflicts with a Default Rule, the provisions of this Agreement control to the extent the law allows and the Default Rule is modified or negated accordingly; and
- If it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

**Section 4.02. Relationship between Agreement and Articles of Organization.** If a provision of this Agreement differs from a provision of the articles of organization, this Agreement governs to the extent the law allows.

**Section 4.03. Standards of Conduct of Members and Managers.** The Members, notwithstanding the provisions of W.S.17-29-409(g), and Managers of the Company have a duty of loyalty to the Company as defined in W.S. 17-29-409(b)(ii) "[t]o refrain from dealing with the company in the conduct or winding up of the company's activities as or on behalf of a person having an interest adverse to the company." This duty of loyalty specifically prohibits a Member or Manager from allowing a judgement creditor of a Member to exercise any rights or benefits not specifically authorized under W.S. 17-29-503. Any such action, if or when taken is void *ab initio* unless such action is authorized by a Delaware state court.

**ARTICLE V**

**MEMBERSHIP INTERESTS, PERCENTAGES; ACCOUNTS; CONTRIBUTIONS**

**Section 5.01. Membership Interests; Capital Accounts; and Membership Interest Percentages.** Each Member's Interest in the Company is reflected in that Member's Capital Account maintained in the Required Records. Each Member's Interest Percentage is proportional to all other Capital Accounts.

As of the date of this Agreement, outstanding Membership Interests and Percentages are held by the following Members in their respective Capital Accounts:

<u>Member</u>	<u>Contribution</u>	<u>Membership</u>	<u>Interest</u>
<u>Percentage</u>			

Stephen Payne  
Member  
100

**Total: 100%**

The Company shall not issue Membership certificates but shall at the written request of a Member provide a statement setting forth the Member's current Membership Interest as reflected in that Member's Capital Account and the corresponding Membership Interest Percentage.

**Section 5.02. Additional Contributions.** Additional capital contributions may be made by Members as needed for Company purposes. The Manager shall determine when such contributions are necessary. Contributions shall be made in proportion to each Member's Interest Percentage. If any Member is unwilling or unable to contribute, the other Members may contribute in proportion to each contributing Member's Interest Percentage as a percentage of all contributing Members. All Capital Accounts and Membership Interest Percentages shall be adjusted according to the contributions made.

**Section 5.03. Return of Contributions.** No one has the right to require the return of any contribution; however, the Company may return all or any portion if: (i) all liabilities of the Company have been paid or sufficient property remains for payment and (ii) all Members consent.

## ARTICLE VI

### PROFITS AND LOSSES, DISTRIBUTIONS; MEMBER TRANSACTIONS

**Section 6.01. Profits and Losses.** Net Profits and Losses shall be determined as soon as practicable after the close of each fiscal year and shall be allocated in accordance with Membership Interest Percentages outstanding at the end of the fiscal year as held by Members, Substitute Members, Assignees and Charging Order Holders

**Section 6.02. Annual Distributions of Net Operating Cash Flow.** Net Operating Cash Flow shall be distributed annually. These distributions shall occur at such times and in such amounts as the Manager may determine after reserving for working and other capital needs of Company.

**Section 6.03. No Right to Interim Distributions.** No one has a right to any distribution other than (i) the annual distribution; (ii) a distribution on termination of the Company; or (iii) as approved by an Act of Members holding at least 75% of outstanding Membership Interest Percentage. If an interim distribution is made, the distribution shall be allocated according to Membership Interest Percentages outstanding at the date of distribution.

**Section 6.04. Distributions in-Kind.** No one has a right to any distribution other than in cash and the Company may not make a distribution in-kind unless approved by an Act of Members.

**Section 6.05. Distributions Subject to Set-Off.** All distributions are subject to set-off by the Company for any past-due obligation of a Member to the Company.

**Section 6.06. Loans from and Transactions with Members.** The Company, on terms negotiated by the Manager, may borrow money from and otherwise transact with a Member. Borrowing from or engaging in other transactions with one or more Members does not obligate the Company to provide comparable opportunities to other Members.

## **ARTICLE VII TAX MATTERS**

**Section 7.01. Tax Characterization and Returns.** The Manager shall initially select the tax treatment of the Company. A change in that treatment requires an Act of Members holding at least 75% of the outstanding Membership Interest Percentage on the date of the decision.

**Section 7.02. Accounting Decisions.** The Manager determines all accounting matters.

**Section 7.03. Tax Matters Partner.** The Manager may designate a Member to act as “tax matters partner” within the meaning of Section 6231(a)(7) of the Code.

**Section 7.04. Assignee and Charging Order Holder to Assume Tax Liability.** The Assignee of a Membership Interest and the Charging Order Holder shall report income, gains, losses, deductions and credits as set forth in Article VI. The Manager shall deliver to the Assignee and Charging Order Holder all tax forms required to be delivered to Members generally indicating that the income from the Membership Interest assigned or charged has been allocated as set forth in Article VI as if the Assignee or Charging Order Holder were a Member.

## **ARTICLE VIII GOVERNANCE**

**Section 8.01. Designation of Manager or Managers.** The Company shall be managed by its Members with each Member being referred to as a Manager when carrying out Company management duties. The term Manager is singular in this Agreement; however, the term encompasses all Managers, irrespective of whether there is one or more.

**Section 8.02. Authority of Manager.** Except as otherwise provided in this Agreement, the Managers have sole authority to manage the Company. The Managers shall act by majority consent; however, the signature of one Manager shall bind the Company.

Notwithstanding the foregoing, the Manager may in its sole and absolute discretion appoint a nominee, agent, attorney, or other Person who is not a Member or Manager who, at the direction of the Manager, shall have the authority to make any contracts, enter into any transactions and make and obtain any commitments on behalf of the Company to conduct or further the Company’s business. The Manager shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct. Such nominee of the Manager shall sign any and all documents with the title of Manager.

**Section 8.03. Duties of Managers.** Each Manager must discharge his or her responsibilities in good faith, with the care an ordinarily prudent Person in a like position would exercise under

similar circumstances and in a manner reasonably believed to be in the best interests of the Company.

**Section 8.04. Appointment of Officers.** The Members may unanimously appoint “*Officers*” to act on behalf of the Company. Officers shall have such powers as are specifically set forth in those resolutions creating a specific Officer position.

Each Officer shall serve at the pleasure of the Manager. The Manager may at any time (with or without cause) remove any Officer and fill any vacancy created by the death, disability, incapacity, removal, dissolution, termination, resignation or increase in the number of Officers.

## ARTICLE IX ACTS OF MEMBERS

**Section 9.01. Acts of Members.** This term is defined in Article II.

**Section 9.02. Incapacity of Member.** In the event of the incapacity of a Member, that Member’s Interest shall be disregarded in determining a quorum and an Act of Members. A Member shall be considered incapacitated if the Member is unable to take an active part in the business of the Company for a period exceeding 90 consecutive days. Alternatively, at the option of the other Members, a written declaration of incapacity may be signed by the other Members at any time before or after the expiration of the 90 days. If the declaration is made in good faith, it shall terminate the incapacitated Members’ right to vote. If the Member objects, in writing, to termination within 10 days of receiving the declaration, a written opinion of incapacity signed by a physician who has examined the incapacitated Member must be obtained before termination. The Member objecting to termination must cooperate fully by submitting to an exam and signing the necessary medical releases needed to allow the other Members to obtain the physician’s written opinion of incapacity within 10 days of making the objection or the right to vote shall be terminated without the physician’s written opinion.

**Section 9.03. Annual Meeting.** The Members may meet annually if they elect to do so.

**Section 9.04. Special Meetings.** A special meeting of the Members may be called for any purpose or purposes at any time by one or more Members. Those Members demanding the meeting must give notice to the other Members as set forth in Section 9.05.

**Section 9.05. Notice of Meetings.** Written notice of each meeting of Members stating the date, time and place and, in the case of a special meeting, the purpose or purposes, must be given to every Member at least ten days and not more than 60 days prior to the meeting. The business transacted at a special meeting of Members is limited to the purpose or purposes stated in the notice.

**Section 9.06. Location and Conduct of the Meetings; Adjournments.** Each meeting of the Members shall be held at the Company’s principal place of business or at some other suitable location designated by the Members. Any meeting of Members may be adjourned. If at adjournment the Person chairing announces the date, time, and place at which the meeting shall be reconvened, it is not necessary to give further notice of the reconvening.

**Section 9.07. Waiver of Notice.** A Member may waive notice of the date, time, place and purpose or purposes of a meeting of Members. A waiver may be made before, at or after the

meeting in writing, orally or by attendance. Attendance by a Member at a meeting is a waiver, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of that item.

**Section 9.08. Quorum.** For any meeting, the Membership Interest Percentages constituting a majority is a quorum. If a quorum is present when a properly called meeting is convened, the Members present may continue to transact business until adjournment, even though the departure of Members originally present leaves less than the percentage required for a quorum.

**Section 9.09. Written Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting by written action signed by the Members who own the Membership Interest Percentage that would be required to take the same action at a meeting of the Members. The written action is effective when signed by Members owning the required percentage, unless a different effective time is provided in the written action. When written action is taken by less than all Members, the Company shall immediately notify all Members of the text and effective date of the action taken. Failure to provide notice does not invalidate the action.

## **ARTICLE X REQUIRED RECORDS**

**Section 10.01. Location of Required Records.** The Company shall maintain the Required Records at its principal place of business.

**Section 10.02. Maintenance of Particular Records.** The Company shall comply with the LLC Act; specifically, the Company shall maintain the records and information required by the Delaware Secretary of State, including, without limitation, the following:

- Name, address, phone number and e-mail address of the Member or the Member's authorized agent; and
- Capital Account for each Member, including all capital contributions and distributions, Membership Interest Percentage and Transfers.

**Section 10.03. Access to Records.** After giving reasonable notice, a Member may inspect and review the Required Records and may, at the Member's expense, make copies of all or any portion. Member access must take place during regular business hours; however, the Company may impose additional reasonable conditions and restrictions on access, including the amount of advance notice.

## **ARTICLE XI ADDITIONAL MEMBERS AND MEMBERSHIP INTEREST TRANSFERS**

**Section 11.01. Admission of Additional Members by Consent.** No Person shall be admitted to the Company as an additional Member without the unanimous consent of the Members. The Members have no obligation to consent. The admission of an additional Member will have the effect of reducing the proportional Membership Interest Percentage of the existing Member or Members and increasing the Membership Interest Percentage of the admitted Member or Members.

**Section 11.02. Restriction on Transfer.** To the fullest extent permitted by law, any transfer of, or creation or existence of a lien on, whether voluntary or involuntary, or by operation of law, any Membership Interest or portion thereof, or any beneficial interest in a Membership Interest, that affects the record of beneficial ownership in possession of any Membership Interest is null and void without the unanimous consent of the Members. The Members have no obligation to consent. Any transfer in violation of the provisions of this Article makes the proposed transferee an Assignee.

**Section 11.03. Admission Requirements.** Notwithstanding the provisions of the foregoing section, no Person shall be admitted as a Member until that Person has:

- paid all expenses connected with admission;
- agreed to be bound by this Agreement;
- provided evidence satisfactory to the [Members or Manager] in its sole and absolute discretion, that admission will not:
  - violate applicable securities law,
  - cause a termination of the Company under the Code or the LLC Act;
  - change the tax status of the Company; and
  - damage or diminish the value of the Company's property.

A violation of this Article in any respect shall make the admission of any Person as a Member null and void and of no force and effect; however, on full satisfaction of the aforementioned requirements, the proposed admittee shall be deemed a "Substitute Member."

**Section 11.04. Assignee Interest Transferred.** The Person to whom a Membership Interest is sought to be conveyed by a Member shall be an "*Assignee*" until such time, if ever, as that Person satisfies in full the requirements of this Article and becomes a "*Substitute Member*." Until such time as an Assignee is admitted as a Substitute Member, the Assignee shall have only those rights set forth in the following section.

**Section 11.05. Rights of an Assignee.** A Transfer from a Member to another Person shall become effective on the date all conditions set forth in this Article are completed in full. Until the effective date an Assignee is admitted as a Substitute Member, the Company and the Members may treat the assignor of the transferred Membership Interest as the absolute owner of the transferred Membership Interest except with respect to Member distributions.

Until an Assignee is admitted as a Substitute Member, the Assignee shall be entitled to receive any distributions from the Company the transferring Member would have been entitled to receive with respect to the Membership Interest had the transferring Member retained the Membership Interest.

An Assignee has substantially fewer rights than a Member. Members have full access to Company records and information, while Assignees have no access. Members have voting rights, while Assignees have no voting rights. Members have full legal and economic rights, while Assignees only have the right to receive distributions.

**Section 11.06. Member or Substitute Member's Death or Disability.** This Section applies on the death or disability of a Member or Substitute Member.

- *Disability:* The duly authorized agent of a disabled individual Member, whether acting under a durable power of attorney or as the legal representative, may exercise all of the Member's rights and voting authority and is entitled to receive distributions of cash or other property on behalf of the Member.
- *Death:* If a Member is (i) an individual who is the beneficiary of a trust that holds a Membership Interest or (ii) the decedent whose Membership Interest will pass under his or her last will and testament, the Membership Interest held by the trust or probate estate shall pass as the interest of an Assignee to:
  - one or more members of the Member's immediate family;
  - a trust established for the benefit of one or more members of the Member's immediate family; or
  - a Charity or Charitable Trust.

**Section 11.07. Non-Recognition of an Unauthorized Transfer or Assignment.** The Company shall not be required to recognize the purported Membership Interest of anyone who has obtained the interest as a result of a Transfer that is not authorized under this Agreement.

**Section 11.08. Creditor Rights.** If a court enters a charging order against a Member, a Substitute Member, or an Assignee, then the judgment creditor shall be referred to as the "Charging Order Holder." Pursuant to W.S. 17-29-503, the charging order is the exclusive remedy by which a Charging Order Holder may obtain any satisfaction from the Company.

The Charging Order Holder has only those rights specified in the foregoing statute and nothing in this Agreement shall be construed to provide otherwise. This Section does not deprive any Member, Substitute Member, or Assignee of rights under any available exemption laws. A Charging Order Holder has no rights of a Member.

## ARTICLE XII DISSOLUTION

**Section 12.01.** The Company shall dissolve and wind up when the period fixed for duration expires or on the written Act of Members holding at least 75% of outstanding Membership Interest Percentage. The following Sections apply to distributions in dissolution and shall supplement those distribution provisions set forth in Article VI; however, any conflict shall be governed by this Article.

**Section 12.02. Distributions on Dissolution.** On dissolution and satisfaction of all debts and other obligations, including debt obligations to Managers and Members, assets shall be liquidated and distributed in cash in accordance with outstanding Membership Interests Percentages at the date of distribution.

**Section 12.03. Gains or Losses.** Any profit or loss on disposition of property shall be credited or charged to Members in accordance with Section 6.01. Any property distributed in-kind shall be valued and treated as though the property had been sold for its fair market value and the cash proceeds distributed. The difference between the value of the property distributed in kind and its book value to the Company shall be treated as a profit or loss allocated pursuant to the provisions of Section 6.01.

## ARTICLE XIII

## AMENDMENTS

The provisions of this Agreement may not be waived, altered, amended or repealed, in whole or in part, except by Members holding at least 75% of outstanding Membership Interest Percentage.

### ARTICLE XIV INDEMNIFICATION AND DISASSOCIATION

**Section 14.01. Permissive Indemnification of a Member, Manager, Employee and Agent.**

The Company may indemnify, save, defend and hold harmless any Person who was or is a party or is threatened to be made a party to any pending or completed action or suit (whether civil, criminal, administrative or investigative) if the Person was acting at the request of the Company and acted in good faith and in a manner which was reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the Person must also not have had a reasonable cause to believe the conduct was unlawful.

**Section 14.02. Mandatory Indemnification of a Member, Manager, Employee or Agent.**

To the extent a Member, Manager, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, either by or on behalf of the Company, the Company shall indemnify the Member, Manager, employee or agent against expenses, including attorneys' fees, reasonably incurred in connection with the defense.

**Section 14.03. Mandatory Reporting Requirements of CTA Reporting Person(s).**

Before a person is admitted to the Company as a Member, the person must comply with all FinCen reporting requirements under the CTA.

**Section 14.04. Mandatory Dissociation of CTA Reporting Person.**

If at any time a CTA Reporting Person fails or refuses to cooperate with the Company in the filing of reports with FinCEN under the CTA, that person shall be immediately disassociated from the Company by a unanimous consent of the Members who are not failing to cooperate in the filing of these reports. On disassociation, the CTA Reporting Person shall automatically forfeit all control and ownership of any Membership Interests that person may have, including the right to receive profits, and if a Manager, shall be immediately dismissed without any contract rights, including the right to receive compensation.

### ARTICLE XV MISCELLANEOUS

**Section 15.01. Governing Law.** This Agreement and any question, dispute, or other matter related to or arising under this Agreement shall be governed by the laws of Delaware.

**Section 15.02. Binding Effect.** This Agreement binds the Members, Substitute Members, Assignees, Charging Order Holders and all other Transferees.

**Section 15.03. Complete Agreement.** This Agreement, which term, as set forth in Article II, includes the articles of organization, each as amended from time to time, constitutes the complete and exclusive Agreement of the Members and supersedes all prior agreements, oral or written.

**Section 15.04. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable:

- that provision shall be severed and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been part;
- the remaining provisions of this Agreement shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance; and
- in place of the illegal, invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar to the illegal, invalid or unenforceable provision as legally possible.

**Section 15.05. Notices.** A notice to be given under this Agreement must be in writing and shall be considered to have been given when delivered to the address specified in the Required Records. A Person who wants to change an address in the Required Records may do so by giving notice to the Company, which shall be effective five days after receipt.

**Section 15.06. Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same document. Proving the execution and contents of this Agreement against a party may be done by producing any copy of this Agreement signed by that party.

**Section 15.07. Additional Documents and Acts.** Each Member agrees to execute and deliver whatever additional documents and to perform such additional acts as may be necessary or appropriate to effectuate and perform all terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

**Section 15.08. Attorney's Fees.** If any Member brings an action or proceeding (including any cross-complaint, counterclaim or third-party claim) under this Agreement against any other Member or the Company, the non-prevailing party shall pay to the prevailing party all the prevailing party's costs and expenses of suit, including costs and expenses of enforcing any judgment or settlement and including reasonable and actual attorneys' fees, all of which shall be payable whether such action is prosecuted to judgment.


**Section 15.09. Gender and Number.** As used in this Agreement, the masculine, feminine and neuter gender, and the singular or plural number shall be considered to include the others whenever the context indicates.

**ACCEPTED AND AGREED TO BY: *Team Eagle, LLC***

By.   
Stephen Payne  
Sole Member

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/18/2024	Stephen Payne	
10/18/2024	Logan Somera	