

**STATEMENT OF ORGANIZER  
IN LIEU OF ORGANIZATION MEETING  
OF  
DECISIONBOUNDARIES LLC**

THE UNDERSIGNED, being the Authorized Person (“Organizer”) of DECISIONBOUNDARIES LLC, a limited liability company of the State of Delaware does hereby adopt the following resolutions and takes the following action by written consent in lieu of a meeting.

RESOLVED, that a copy of the Certificate of Formation of DECISIONBOUNDARIES LLC, as filed in the Office of the Secretary of State of Delaware on 7th March 2019 be, and the same hereby is, ordered filed in the minute book of the limited liability company; and

RESOLVED that the number of initial Members forming this limited liability company shall be at least one (1); and

RESOLVED, that from March 7, 2019 hence, the undersigned has fulfilled the duties of Organizer and relinquishes all further duties to the Members/Managers of DECISIONBOUNDARIES LLC, and

RESOLVED, that simultaneous with the Organizer's transfer of all further duties to the Members/Managers, the said Organizer resigns such office effective March 7, 2019; and

RESOLVED, that the following named persons shall constitute the initial Members (owner) of DECISIONBOUNDARIES LLC:

**Carlos Abadi**

Signed and executed by the Organizer on March 7, 2019.

A handwritten signature in black ink, appearing to read 'Sonia Becerra', written over a horizontal line.

Sonia Becerra, Organizer

**LIMITED LIABILITY  
OPERATING AGREEMENT  
OF  
DECISIONBOUNDARIES LLC**

a Delaware limited liability company

This is a general Operating Agreement that has been personalized for your company. Before signing this agreement, it should be reviewed and edited by the company's Members and/or attorney to meet your company's specific needs and to conform to any statutory changes.

**OPERATING AGREEMENT  
OF  
DECISIONBOUNDARIES LLC**  
a Delaware limited liability company

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**OPERATING AGREEMENT**  
**OF**  
**DECISIONBOUNDARIES LLC**  
a Delaware limited liability company

This Limited Liability Operating Agreement of DecisionBoundaries LLC, effective as of March 1, 2019, is (a) adopted by the Managers and (b) executed and agreed to, for good and valuable consideration, by the Members.

**Article 1**  
**FORMATION OF THE COMPANY**

1.1 **FORMATION.** The Company was formed as a limited liability company by the filing of its Certificate with the state of Delaware.

1.2 **NAME.** The name of the Company is DecisionBoundaries LLC and all Company business must be conducted in that name or such other names that may be selected by the Board of Managers and that comply with applicable law.

1.3 **REGISTERED OFFICE; REGISTERED AGENT; OFFICES.** The registered office and registered agent of the Company in the State of Delaware shall be as specified in the Certificate or as designated by the Board of Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Board of Managers may designate, which need not be in the State of Delaware.

1.4 **PURPOSES.** The purpose of the Company is set forth in the Certificate.

1.5 **FOREIGN QUALIFICATION.** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Board of Managers shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

1.6 **TERM.** The term of existence of the Company is perpetual from the date the Certificate became effective and shall continue in existence until earlier wound up and terminated in accordance with this Agreement.

1.7 **NO STATE-LAW PARTNERSHIP.** The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than applicable federal tax laws, and this Agreement may not be construed to suggest otherwise.

**Article 2**  
**UNITS / MEMBERS**

2.1 UNITS. Unless and until the Board of Managers determines otherwise, the Company shall be authorized to issue one class of Units. The total number of Units which the Company is authorized to issue shall be 1,000. Units of the Company may be issued, as authorized by the Board of Managers in accordance with the terms of this Agreement. Subject to the terms of this Agreement, the Board of Managers shall be authorized to (i) select persons to receive Units, (ii) determine the form and substance of issuances of Units, and the conditions and restrictions, if any, subject to which such issuances will be made and (iii) certify that the conditions and restrictions applicable to any issuance have been met. It is not necessary that all authorized Units be issued or outstanding. The total number of authorized Units may not be increased without the approval of a Majority of the Members. Except as set forth in this Agreement, no Member, acting in his capacity as a Member, has any right to act for or bind the Company. As of the Effective Date, the Members of the Company, and their respective Membership Interests in the Company, are set forth on the annexed Exhibit A. Subject to the approval of a Majority of the Members, the Board of Managers may, at any time, create and issue additional Units to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, at the direction of the Board of Managers at the time of admission. The terms of admission or issuance must specify the Membership Interests applicable thereto and may provide for the creation of different classes or groups of Units/Members and having different rights, powers, and duties. The Board of Managers may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Company an instrument containing the notice address of the new Member, the assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 2.3 are true and correct with respect to it. The provisions of this Section 2.1 shall not apply to Transfers of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Article 8.

2.2 CERTIFICATE OF UNITS; SECURITIES.

(a) Certificate. The Units may be represented by a certificate of membership as determined by the Board of Managers. The exact contents of a certificate of membership may be determined by action of the Board of Managers but certificates shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued and shall be signed by the officers of the Company designated by the Board of Managers. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of Delaware as a limited liability company, the name of the Person to whom the certificate is issued, the date of issuance, and the number, class and, if applicable, series of Units represented thereby. Each certificate of membership shall be otherwise in such form as may be determined by the Board of Managers. Such certificates shall bear the following restrictive legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE  
NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

(THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AGREEMENT BY AND AMONG THE LIMITED LIABILITY COMPANY AND THE HOLDERS OF CERTIFICATES OF MEMBERSHIP OF THE LIMITED LIABILITY COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE LIMITED LIABILITY COMPANY.

(b) Cancellation of Certificate. Except as herein provided with respect to lost, stolen, or destroyed certificates, no new certificates of membership shall be issued in lieu of previously issued certificates of membership until former certificates for a like number of Units shall have been surrendered and cancelled. All certificates of membership surrendered to the Company for transfer shall be cancelled.

(c) Replacement of Lost, Stolen or Destroyed Certificate. Any Member claiming that its certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and request a new certificate. Upon the giving of a satisfactory indemnity to the Company as reasonably required by the Board of Managers, a new certificate may be issued of the same tenor and representing the same number of Units as was represented by the certificate alleged to be lost, stolen, or destroyed.

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Company by delivery thereof to the person in charge of the Unit transfer book and ledger. Such certificates shall be cancelled and new certificates shall thereupon be issued. A record shall be made of each transfer. Whenever any transfer of Units shall be made for collateral security, and not absolutely (to the extent permitted under this Agreement), it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Company to do so. The Board of Managers shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for Units of the Company.

2.3 REPRESENTATIONS AND WARRANTIES. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in

accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

(b) the Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default, or violation of, (y) any contract or agreement to which that Member is a party or is otherwise subject, or (z) any law, order, judgment, decree, writ, injunction, or arbitral award to which that Member is subject; or (ii) require any consent, approval, or authorization from, filing or registration with, or notice, any Governmental Authority or other Person, unless such requirement has already been satisfied;

(c) the Member is familiar with the existing or proposed business, financial condition, properties, operations, and prospects of the Company; he has asked such questions, and conducted such due diligence, concerning such matters and concerning its acquisition of the Units as he has desired to ask and conduct, and all such questions have been answered to his full satisfaction; he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Company; he understands that owning the Units involves various risks, including the restrictions on Transfer set forth in Article 8, the lack of any public market for the Units, the risk of owning his Units for an indefinite period of time and the risk of losing his entire investment in the Company; he is able to bear the economic risk of such investment; he is acquiring his Units for investment, solely for his own beneficial account and not with a view to or any present intention of directly or indirectly selling, offering, offering to sell or transfer, participating in any distribution, or otherwise Transferring all or a portion of his Units; and he acknowledges that the Units have not been registered under the Securities Act or any other applicable federal or state securities laws, and that the Company has no intention, and shall not have any obligation, to register or to obtain exemption from registration for the Units or to take action so as to permit sales pursuant to the Securities Act.

2.4 NO PREEMPTIVE RIGHTS. Should the Company issue additional Units, the Membership Interest of the Members will be reduced and no Member shall have the "right" (often referred to as "preemptive right") to purchase any such additional Units in the Company that might be offered for sale in the future.

2.5 WITHDRAWAL. A Member may not withdraw from the Company.

2.6 INFORMATION.

(a) The Members agree that the Managers may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members to examine or copy that information.

(b) Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

2.7 LIABILITY TO THIRD PARTIES. No Member shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

2.8 EXPULSION. A Member may not be expelled from the Company.

2.9 SPOUSES OF MEMBERS. Spouses of Members do not become Members as a result of such marital relationship. Each spouse of a Member shall sign a Consent of Spouse form, substantially in the form of Exhibit B, agreeing to be bound by the terms hereof including, without limitation, the term providing that ownership by a spouse is not permitted.

### **Article 3**

#### **CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS**

3.1 CAPITAL CONTRIBUTIONS. The initial Capital Contributions of each of the Members as of the date hereof are set forth on the annexed Exhibit A.

3.2 RETURN OF CONTRIBUTIONS. A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

3.3 LOANS BY MEMBERS. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Managers may advance all or part of the needed funds to or on behalf of the Company, at such interest rate and on such other terms as such Member and the Board of Managers may agree. An advance constitutes a loan from the Member to the Company and is not a Capital Contribution.

### **Article 4**

#### **DISTRIBUTIONS AND ALLOCATIONS**

4.1 DISTRIBUTIONS IN GENERAL. At such time as determined by the Board of Managers, but in no event no less often than annually on or before the sixtieth (60th) day after the end of each Fiscal Year, the Board of Managers shall determine the extent, if any, of Distributable Cash. If the Board of Managers determines that Distributable Cash exists for each Fiscal Year (or such shorter period for which the distribution is made), the Board of Managers may distribute to the Members, pro rata, in proportion to their respective Units, all or a portion of the Distributable Cash.

4.2 DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

4.3 RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS. The Managers will have no liability to the Members or the Company if the Managers rely upon the written opinion of tax

counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Article 4 or other provisions of this Agreement.

4.4 MEMBER ACKNOWLEDGMENT. The Members agree to be bound by the provisions of this Article 4 in reporting their shares of Company income and loss for income-tax purposes.

## **Article 5** **MANAGEMENT / GOVERNANCE / MEETINGS**

### 5.1 MANAGEMENT BY MANAGERS.

(a) Subject to the provisions of Section 5.2, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Board of Managers. Each Manager shall devote such time to the affairs of the Company as is reasonably necessary for performance by the Manager of his duties.

(b) In managing the business and affairs of the Company and exercising its powers, the Board of Managers shall act (i) collectively through resolutions adopted at meetings and in written consents pursuant to Section 5.4 and Section 5.8; and (ii) through committees and individual Managers to which authorities and duties have been delegated pursuant to Section 5.5. Decisions or actions taken by the Board of Managers in accordance with this Agreement (including this Section 5.1 and Section 5.2 shall constitute decisions or actions by the Company and shall be binding on each Manager, Member, Officer (as defined in Section 5.9), and employee of the Company.

5.2 DECISIONS REQUIRING MEMBER CONSENT. Notwithstanding any power or authority granted the Managers by the Certificate or this Agreement, (a) the Managers may not make any decision or take any action for which the consent of the Members is expressly required by the Certificate or this Agreement, without first obtaining such consent, and (b) the Managers may not make any of the following decisions or actions without first obtaining the consent of a Majority of the Members:

(a) causing or permitting the Company to be a party to a merger, conversion, share exchange, interest exchange, or any other transaction not authorized by the Members.

(b) causing or permitting the Company to sell all or substantially all of its assets;

(c) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (i) is unrelated to the Company's purpose (as set forth in the Certificate and in Section 1.4), (ii) otherwise contravenes the Certificate or this Agreement, (iii) would make it impossible to carry on the ordinary business of the Company, or (iv) is not apparently for the carrying on of the business of the Company in the usual way; or

(d) causing or permitting the Company (i) to fail to comply with any provisions of applicable law, (ii) to fail to obtain, or comply with, all material permits and authorizations from governmental entities required for it to conduct its business, or (iii) to agree to the cancellation, amendment, restatement, or relinquish of any material rights under, any such material permit or authorization.

Each Member may, with respect to any vote, consent, or approval that it is entitled to grant pursuant to this Agreement, grant or withhold such vote, consent, or approval in its sole discretion.

5.3 SELECTION OF MANAGERS. The number of the Board of Managers of the Company shall initially consist of two (2) Managers. The initial Board of Managers shall consist of \_\_\_\_\_ and \_\_\_\_\_. A Manager may be removed from the Board of Managers and shall cease to be a Manager upon the earliest to occur of only the following events: (a) such Manager shall engage in gross negligence or willful misconduct in the performance of his duties as a Manager and, as a result thereof, shall be removed by a Majority of the Members at a meeting of the Members called for that purpose; (b) such Manager shall resign as a Manager, by giving notice of such resignation to the Company and the Members; or (c) such Manager shall die. Any vacancy in any Manager position may be filled by a Majority of the Members at a meeting of the Members called for that purpose.

5.4 MEETINGS OF MANAGERS. Regular meetings of the Board of Managers may be held on such dates and at such times as shall be determined by the Board of Managers, with notice of the establishment of such regular meeting schedule being given to each Manager that was not present at the meeting at which it was adopted. Special meetings of the Board of Managers may be called by any Manager by notice thereof (specifying the place and time of such meeting) that is delivered to each other Manager at least two (2) days prior to such meeting. Neither the business to be transacted at, nor the purpose of, such special meeting need be specified in the notice (or waiver of notice) thereof. Unless otherwise expressly provided in this Agreement, at any meeting of the Board of Managers, a Majority of the Managers shall constitute a quorum for the transaction of business, and the affirmative vote or written consent by a Majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. The provisions of this Section 5.4 shall be inapplicable at any time that there is only one Manager.

5.5 COMMITTEES OF MANAGERS; DELEGATION OF AUTHORITY. The Board of Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Board of Managers. Regular and special meetings of such committee shall be held in the manner designated by the Board of Managers or, if not so designated, by such committee. The Board of Managers may dissolve any committee at any time. In addition, the Board of Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Board of Managers may deem advisable. Any such delegation may be revoked at any time by the Board of Managers.

5.6 COMPENSATION. The Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

5.7 MEETINGS OF MEMBERS. An annual meeting of the Members for the transaction of such business as may properly come before the meeting shall be held on such date and at such time as the Board of Managers shall specify in the notice of the meeting, which shall be delivered to each Member at least ten (10) days prior to such meeting. Special meetings of the Members may be called by the Board of Managers or by Members having among them at least twenty percent (20%) of the Units of all Members. Any such meeting shall be held on such date and at such time as the Person calling such meeting shall specify in the notice of the meeting, which shall be delivered to each Member at least ten (10) days prior to such meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) for such meeting may be conducted at such meeting. Unless otherwise expressly provided in this Agreement, at any meeting of the Members, a Majority of the Members, represented either in person or by proxy, shall constitute a quorum for the transaction of business, and an act of a Majority of the Members shall be the act of the Members.

5.8 PROVISIONS APPLICABLE TO ALL MEETINGS. In connection with any meeting of the Members, the Board of Managers or any committee of the Board of Managers, the following provisions shall apply:

(a) Any such meeting shall be held at the principal place of business of the Company, unless the notice of such meeting (or resolution of the Board of Managers or committee, as applicable) specifies a different place, which need not be in the State of (State name).

(b) Attendance of a Person at such meeting (including pursuant to Section 5.8(e)) shall constitute a waiver of notice of such meeting, except where such Person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) A Person may vote at such meeting by a written proxy executed by that Person and delivered to another Manager, Member, or member of the committee, as applicable. A proxy shall be revocable unless it is stated to be irrevocable.

(d) Any action required or permitted to be taken at such a meeting may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Managers, Members, or members of the committee, as applicable, having not fewer than the minimum number of Units or votes that would be necessary to take the action at a meeting at which all Members, Managers, or members of the committee, as applicable, entitled to vote on the action were present and voted.

(e) Managers, Members, or members of the committee, as applicable, may participate in and hold such meeting by means of conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

5.9 OFFICERS. The Board of Managers may designate one or more Persons to be officers of the Company and any Officers so designated shall have such title, authorities, duties,

and salaries as the Board of Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Board of Managers.

5.10 LIMITATIONS ON LIABILITY OF MANAGERS. The liability of the Managers to the Company and the Members shall be limited to the greatest extent allowed by law.

5.11 CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES. Unless otherwise bound, the Members, and any of their Affiliates may engage in and possess interests in other ventures of any and every type and description, independently or with others, excluding ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager, or Officer the right to participate therein. The Company may transact business with any Member, Manager, Officer, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

5.12 INDEMNIFICATION. **THE COMPANY SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS EACH MANAGER AND OFFICER FROM AND AGAINST ALL ACTIONS, SUITS OR PROCEEDINGS, AND ALL OTHER CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, PENALTIES, FINES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), ARISING OUT OF THE MANAGEMENT OF THE COMPANY OR SUCH MANAGER'S SERVICE OR STATUS AS A MANAGER OR SUCH OFFICER'S SERVICE OR STATUS AS AN OFFICER. THIS INDEMNITY SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY BY SUCH MANAGER OR OFFICER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY SUCH MANAGER OR OFFICER.**

## **Article 6** **TAXES**

6.1 TAX RETURNS. The Company shall prepare and timely file all federal, state, and local tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall deliver a copy of each such return to the Members on or before ten (10) days prior to the due date of any such return, together with such additional information as may be required by the Members in order for the Members to file their individual returns reflecting the Company's operations. The Company shall bear the costs of the preparation and filing of its returns.

6.2 TAX ELECTIONS. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the method of accounting recommended by the Company's accountant and to keep the Company's books and records on the income tax basis;

## Article 7

### **BOOKS, RECORDS, AND BANK ACCOUNTS**

7.1 **BOOKS AND RECORDS.** The Managers shall keep or cause to be kept at the principal office of the Company complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business, and minutes of the proceedings of its Board of Managers, Members, and each committee of the Board of Managers. The books and records shall be maintained with respect to accounting matters in accordance with sound accounting practices, and the books and records shall be available at the Company's principal office for examination, subject to Section 2.6, for any purpose reasonably related to a Member's Interest in the Company, by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

7.2 **REPORTS.** Within ninety (90) days after the end of each taxable year, the Board of Managers shall cause to be sent to each Member at the end of the taxable year a complete accounting of the financial affairs of the Company for the taxable year then ended.

7.3 **ACCOUNTS.** The Board of Managers shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and firms that the Board of Managers determine. The Board of Managers may not commingle the Company's funds with the funds of any Manager or Member.

## Article 8

### **RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION**

8.1 **RESTRICTION ON TRANSFERS.** No Member may Transfer all or any portion of his Units except in strict accordance with this Article 8. Any Units transferred in contravention of this Article shall be void of all voting, inspection and other rights with respect to the pledgee/transferee and any such Transfer shall be null and void *ab initio* and shall be subject to purchase by the Company. Any transferor must sign a counterpart to this Agreement agreeing to be bound by all terms hereof prior to such transfer being deemed effective. Each Member specifically acknowledges that a breach of this Article 8 would cause the Company and the Members to suffer immediate and irreparable harm, which could not be remedied by the payment of money. In the event of a breach or threatened breach by a Member of the provisions of this Article 8, the Company or other Members shall be entitled to injunctive relief to prevent or end such breach, without the requirement to post bond. Nothing herein shall be construed to prevent the Company or other Members from pursuing any other remedies available to it for such breach or such threatened breach, including the recovery of damages, reasonable attorneys' fees and expenses.

8.2 **PREFERENTIAL PURCHASE RIGHT.**

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with Section 8.2(b);

provided, however, that compliance with Section 8.2(b) shall not be required in the case of the following dispositions:

(i) Transfers arising as a result of the bankruptcy or death of a Member, both of which are governed by Section 8.4; and

(ii) Transfers arising as a result of the occurrence of a divorce of a Member or the death of the spouse of a Member, which are governed by Section 8.5.

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer Notice shall set forth all relevant information with respect to the proposed Transfer, including but not limited to the name and address of the prospective acquirer, the consideration to be received for the proposed Transfer, the precise Membership Interest that is the subject of the Transfer, the proposed closing date for the Transfer, and any other terms and conditions of the proposed Transfer. The Company (or its Designee), first, and then the other Members, second, shall have the preferential right to acquire all or a portion of such Membership Interest for the same purchase price, and on the same terms and conditions, as are set forth in the Transfer Notice, except as provided otherwise in this Section 8.2(b). The Company shall have thirty (30) days following its receipt of the Transfer Notice in which to notify the Transferring Member and the other Members whether the Company desires to exercise its preferential right, and if so, with respect to what portion of the offered Interest. If the Company does not exercise its right to purchase all or a portion of the offered Membership Interest, then the Members (other than the Transferring Member) shall have sixty (60) days following its receipt of the Transfer Notice in which to notify the Transferring Member and the Company whether such Member desires to exercise its preferential right, and if so, with respect to what portion of the offered Interest. If the Company or any Member does not respond during the applicable period, then the Company or the Member that failed to respond shall be deemed to have waived such right. If there is more than one Purchasing Member, each Purchasing Member shall participate in the purchase in the same proportion that its Membership Interest bears to the aggregate Membership Interests of all Purchasing Members (or on such other basis as the Purchasing Members may mutually agree).

8.3 OBLIGATIONS OF PERMITTED TRANSFEREES. In the case of any Transfer of Units made in accordance with Section 8.2, the transferee shall execute and deliver an appropriate instrument agreeing to be bound by this Agreement as a Member and such additional agreements or instruments as the Managers may require. Any permitted transferee of Units shall receive and hold such Units subject to this Agreement and all of the restrictions, obligations and rights created hereunder, and the Members and each transferee shall be bound by their obligations under this Agreement with respect to each subsequent transferee.

8.4 DEATH OR BANKRUPTCY. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise.

The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this Section 8.4 shall be the Fair Market Value of the Units. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the Company's option. If an option to purchase is exercised in accordance with the other provisions of this Section 8.4, the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60<sup>th</sup>) day after the exercise of the Company's option, unless the parties to such closing agree upon a different place or date. At the closing, (a) the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company (i) an assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and (ii) any other instruments reasonably requested by the Company to give effect to the purchase; and (b) the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member (i) the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

8.5 PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the other Members shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within ninety (90) days following such Member's receipt of the notice described in the first sentence of this section. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Unit bears to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Unit that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this Section 8.5 is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this Section 8.5 are referred to herein as the "Buyer(s)." The purchase price for the Unit or a Spouse's Fraction being purchased pursuant to this Section 8.5 shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the option. If an option to purchase is exercised in

accordance with the other provisions of this Section 8.5, the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60<sup>th</sup>) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, (a) the Seller shall execute and deliver to the Buyer(s) (i) an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such Unit or Spouse's Fraction is free and clear of any encumbrances), and (ii) any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and (b) the Buyer(s) shall deliver to the Seller (i) the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

8.6 FAILURE TO COMPLY. Any purported Transfer consummated without first complying with this Article 8 shall be null and void and of no effect whatsoever.

**Article 9**  
**WINDING UP AND TERMINATION**

9.1 WINDING UP.

(a) Winding up of the Company is required upon the first of the following to occur:

(i) The expiration of the Company's period of duration if not perpetual;

(ii) Upon the affirmative vote of a Majority of the Members to wind up the Company; or

(iii) The entry of a decree by a court of competent jurisdiction requiring the winding up of the Company.

(b) Upon the occurrence of an event requiring the winding up of the Company, the business and affairs of the Company shall cease except to the extent necessary to wind up the Company's business, and the assets of the Company shall be liquidated under this Article 9.

(c) Winding up of the Company shall be effective as of the day on which the event occurs giving rise to the winding up, but the Company shall not terminate until the winding up process has been completed.

(d) During the winding up of the Company, the Board of Managers may cause any part or all of the assets of the Company to be sold in such manner as the Board of Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Board of Managers may distribute assets of the Company in kind to the Members to the extent practicable.

9.2 WINDING UP AND LIQUIDATION. On the occurrence of an event described in Section 9.1(a), the Board of Managers shall act as liquidator or may appoint one Manager as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Board of Managers. The costs of winding up shall be borne as a Company expense.

9.3 DISTRIBUTION OF ASSETS. In settling accounts during winding up, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their Capital Contributions;

(b) Second, to fund reserves for liability not then due and owing and for contingent liabilities to the extent they were reasonable by the Board of Managers, provided that, upon the expiration of such period of time as the Board of Managers deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner below;

(c) Third, any remainder shall be distributed to the Members of the Company, pro rata, in accordance with their respective Units.

9.4 DISTRIBUTIONS IN KIND. If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members.

9.5 TERMINATION. When the winding up process has been completed, a Certificate of Termination shall be executed on behalf of the Company by a Manager and shall be filed with the Secretary of State of Delaware, and the Board of Managers shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the termination of the Company.

## **Article 10** **AMENDMENT**

10.1 AMENDMENTS TO THIS AGREEMENT. Except as provided in Section 10.2, no alterations, modifications, amendments or changes herein shall be effective or binding upon the parties hereto unless the same shall have been agreed to by a vote of a Majority of the Members. Any amendments to this Agreement that would have the effect, directly or indirectly, separately or cumulatively, of reducing the benefits to, or increasing the obligations or liabilities of, the Managers or the Members and any amendment to this Article 10 shall require additionally the express written consent of the Managers and the affected Member. A Member who fails to respond within fifteen (15) days of a notice of a proposed amendment shall be deemed to have voted in favor of it.

10.2 OTHER AMENDMENTS TO THIS AGREEMENT. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Board of Managers without the consent of any of the Members (i) to cure any ambiguity, to correct or

supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) to admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) to modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Board of Managers such modification is necessary to cause the allocations contained therein to have substantial economic effect.

## **Article 11**

### **GENERAL PROVISIONS**

11.1 OFFSET. Whenever the Company is to pay any sum to a Member, any amounts that the Member owes the Company may be deducted from that sum before payment.

11.2 NOTICES. Except as expressly set forth to the contrary in this Agreement, all notices, requests, approvals or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier or by facsimile transmission; and a notice request or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law or by this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of that notice.

11.3 ENTIRE AGREEMENT; SUPERSEDURE. This Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.4 EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of his or its rights with respect to that default until the applicable statute of limitations period has run.

11.5 BINDING EFFECT. Subject to the restrictions on Transfer set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective legal representatives, successors and permitted assigns.

11.6 GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or

circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.7 FURTHER ASSURANCES. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effect and perform the provisions of this Agreement and those transactions.

11.8 WAIVER OF CERTAIN RIGHTS. Each Member irrevocably waives any right it may have to maintain any action for the winding up and termination of the Company or for partition of the property of the Company.

11.9 NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Units set forth in Article 8. Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

11.10 NUMBERS AND GENDER. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

11.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**IN WITNESS WHEREOF**, the Members have executed this Agreement as of the Effective Date, although not necessarily executed on such date.

**MEMBERS:**

\_\_\_\_\_

\_\_\_\_\_

**MANAGERS:**

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**EXHIBIT A**

**MEMBERS**

**(AS OF THE EFFECTIVE DATE)**

<b><u>NAME AND ADDRESS</u></b>	<b><u>NUMBER OF UNITS</u></b>	<b><u>INTEREST</u></b>
<b>TOTAL</b>	<b>1000</b>	<b>100%</b>

**EXHIBIT B-1**

**SPOUSE'S AGREEMENT**

I acknowledge that I have read the Limited Liability Company Agreement of DecisionBoundaries LLC and that I understand its contents. I am aware that the Agreement contains provisions whereby my spouse agrees to sell all of his / her Units / Membership Interest, of any form, in the Company, including, if any, our community interest in the Units / Membership Interest, upon the occurrence of certain events, and that such Agreement also imposes restrictions on the transfer of such ownership interests in the Company. I hereby consent to any sale of my spouse's interest in the Company pursuant to the Agreement, approve of the provisions of the Agreement, and agree that our community property interest in the Units / Membership Interest, if any, is subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement in relation to the Units / Membership Interest. I further agree that the Units / Membership Interest will be the sole management community property of my spouse, and my spouse, without my consent, shall have the sole authority to control all or any portion of the Units / Membership Interest.

I am aware that the legal, financial and other matters contained in the Agreement are complex and I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing the Agreement that I will waive such right.

Date: \_\_\_\_\_, 20\_\_

Name of Member: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Signature of Spouse: \_\_\_\_\_

**Exhibit B-2**

**SPOUSE'S AGREEMENT**

I acknowledge that I have read the Limited Liability Company Agreement of DecisionBoundaries LLC and that I understand its contents. I am aware that the Agreement contains provisions whereby my spouse agrees to sell all of his / her Units / Membership Interest, of any form, in the Company, including, if any, our community interest in the Units / Membership Interest, upon the occurrence of certain events, and that such Agreement also imposes restrictions on the transfer of such ownership interests in the Company. I hereby consent to any sale of my spouse's interest in the Company pursuant to the Agreement, approve of the provisions of the Agreement, and agree that our community property interest in the Units / Membership Interest, if any, is subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement in relation to the Units / Membership Interest. I further agree that the Units / Membership Interest will be the sole management community property of my spouse, and my spouse, without my consent, shall have the sole authority to control all or any portion of the Units / Membership Interest.

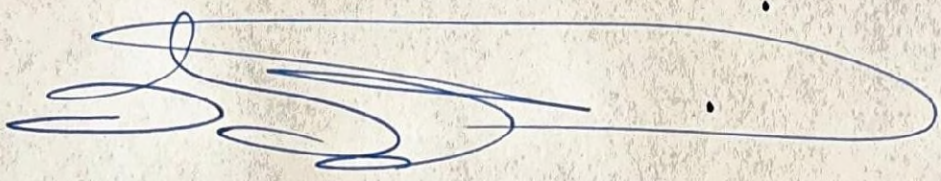
I am aware that the legal, financial and other matters contained in the Agreement are complex and I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing the Agreement that I will waive such right.

Date: \_\_\_\_\_, 20\_\_

Name of Member: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Signature of Spouse: \_\_\_\_\_

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right. There are two small black dots above the signature.