

Initial File #: L00008234001

Entity Type: Domestic Limited Liability Company

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this ***CERTIFICATE OF GOOD STANDING*** is hereby issued to

TSG Advocates DC L.L.C.

WE FURTHER CERTIFY that the domestic filing entity is formed under the law of the District on 01/02/2025; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity has not been dissolved. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 06/04/2026 3:54 PM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: C2026CT0087692



DEPARTMENT OF LICENSING AND CONSUMER PROTECTION

District of Columbia Government

Corporations Division

Articles of Organization for Domestic Limited Liability Company

One or more persons acting as the organizers under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Organization:

First: Company name:

TSG Advocates DC L.L.C.

Second: The street address of the initial principal office:

1300 Pennsylvania Avenue NW

Suite 190-404

Washington, District of Columbia 20004

Third: Registered agent's name and address in the District of Columbia:

C T CORPORATION SYSTEM

1015 15th St NW

Suite 1000

Washington, District of Columbia 20005

Fourth: The company will have one or more series that is treated as a separate entity which limits the debts, obligations, and other liabilities to the assets of a particular series as provided in the operating agreement as authorized by § 29-802.06: No

Answer 4A & 4B if answered "Yes"

Fourth A: The limited liability company has at least one member: YES

Fourth B: The date on which a person or persons became the company's initial member or members: 1/2/2025

Fifth: Effective Date: 1/2/2025

Sixth: Miscellaneous Provisions:

Influence Accelerator, LLC

P.O. Box 10570

Tallahassee, FL 32302

Professional LLC

Seventh: Organizers Name & Address:

Name	Address
Adria Cavany	P.O. Box 10570, Tallahassee, Florida 32302
Adria Cavany	P.O. Box 10570, Tallahassee, Florida 32302

Eighth: Organizers executing this form:

No information provided.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

Received by NSD/FARA Registration Unit 09/03/2026 3:34:55 PM

Amount Paid: \$199.00

Date: 1/2/2025 6:04 PM

E-Signed

Received by NSD/FARA Registration Unit 09/03/2026 3:34:55 PM

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS OF THE COMPANY HAVE NOT BEEN REGISTERED UNDER ANY FEDERAL OR STATE SECURITIES LAWS AND CANNOT BE SOLD, TRANSFERRED, ASSIGNED, HYPOTHECATED OR OTHERWISE DISPOSED UNLESS THEY ARE REGISTERED THEREUNDER OR EXEMPTIONS FROM SUCH REGISTRATIONS ARE AVAILABLE, AND THE REQUIREMENTS OF THIS LIMITED LIABILITY COMPANY AGREEMENT ARE SATISFIED.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY
AGREEMENT OF
TSG ADVOCATES DC, LLC**

Dated August 31, 2026

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
TSG ADVOCATES DC, LLC**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT is dated and effective as of August 31, 2026 (“Effective Date”), and is entered into by and among the Persons whose names appear on Schedule A (each a “Member” and together, the “Members”), as members of TSG Advocates DC, LLC, a District of Columbia limited liability company (the “Company”).

BACKGROUND AND EFFECT

A. The Company was formed by the initial Members on January 2, 2025, by the filing of Articles of Organization (as amended or restated from time to time, the “*Articles*”) with the District of Columbia Department of Licensing and Consumer Protection.

B. The Members previously entered into that certain Limited Liability Company Agreement of the Company dated and effective as of January 2, 2025 (the “*Original Agreement*”), and now desire to amend and restate the Original Agreement in its entirety to reflect, among other things, the admission of additional Members and the resulting revisions to the Units and Percentage Interests set forth on Schedule A.

C. The Members desire to enter into this Agreement to supersede previous operating agreements and reflect their mutual understanding and agreement regarding the subject matter addressed herein, and for this Agreement to constitute the “operating agreement” of the Company. This Agreement entirely replaces and renders null and void all prior operating agreements of the Company. This Agreement amends, restates, supersedes and replaces the Original Agreement in its entirety, and the Units and Percentage Interests set forth on Schedule A supersede and replace in their entirety the Units and Percentage Interests set forth on the schedule to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1

General Provisions

Section 1.01 Definitions.

For the purposes of this Agreement, the following terms have the following meanings:

“*Acceptable Identification Document*” means, with respect to a natural Person, one of the following documents validly issued to such Person: (a) a nonexpired U.S. passport issued by the U.S. government; (b) a nonexpired U.S. state, local government, or Indian tribal identification document issued for the purpose of identifying such Person; (c) a nonexpired U.S. state-issued

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driver's license; or (d) if such Person does not have any of the documents listed in (a) to (c), a nonexpired passport issued to such Person by a foreign government.

"Acquisition Person" means a Person that the Company has entered into an agreement with to purchase or otherwise acquire their business, business assets, client accounts, or any interest therein.

"Act" means the District of Columbia Limited Liability Company Act as found in the Official Code of District of Columbia Annotated (D.C. Code), specifically under Title 14 – Corporations, Partnerships, and Associations, Chapter 11 – Limited Liability Companies (§§ 14-11-100 through 14-11-1109), as subsequently amended.

"Additional Capital Contributions" has the meaning set forth in Section 4.04(a).

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

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5); and

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

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person, and includes without any limitation: (a) a spouse, ancestor or lineal descendant of an individual; (b) an officer, director, shareholder, manager, member or partner of a Person which is not an individual, and a spouse, ancestor or lineal descendant of any such individual; (c) a spouse of an ancestor or lineal descendant of an individual; and (d) any Person controlled by any Person designated above. "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.

"Agreement," "LLC Agreement," or "Operating Agreement," means this Limited Liability Company Agreement and all schedules and exhibits attached hereto, as amended from time to time. References to this Agreement will be deemed to include all provisions incorporated in this Agreement by reference.

"Articles" has the meaning set forth in the recitals.

"Bankruptcy" means, and a Member will be deemed a "Bankrupt Member," upon (a) the entry of a decree or order for relief against the Member by a court of competent jurisdiction in any

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involuntary case brought against the Member under any bankruptcy, insolvency, or other similar law (collectively, “Debtor Relief Laws”) generally affecting the rights of creditors and relief of debtors then in effect, (b) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent under applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property, (c) the ordering of the winding up or liquidation of the Member’s affairs, (d) the filing of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of one hundred eighty (180) days or which is not dismissed or suspended pursuant to Section 305 of the United States Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law), (e) the commencement by the Member of a voluntary case under any applicable Debtor Relief Law in effect now or after the date of this Agreement, (f) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar agent under any applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property, or (g) the making by a Member of any general assignment for the benefit of its creditors.

“**Beneficial Owner**” has the meaning set forth in the CTA.

“**Beneficial Ownership Information**” has the meaning set forth in Section 11.17 of this Agreement.

“**Board**” has the meaning set forth in **Error! Reference source not found.**

“**Business Days**” means all weekdays other than those on which the banks in Washington, D.C. are closed for business.

“**Capital Account**” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code and this Agreement.

“**Capital Contribution**” means any cash, cash equivalents, promissory obligations or the Fair Market Value of other property which the Member contributes or is deemed to have contributed to the Company with respect to any Capital Unit(s), as determined by the Board.

“Cause” means (a) a breach by a Service Provider Member of this Agreement or any Other Agreement, (b) any intentional act of dishonesty or willful misconduct (including, without limitation, theft, embezzlement, conversion, misappropriation of assets, acceptance of bribes or kickbacks, fraud, or other acts of self-dealing), or any gross negligence, by a Member; (c) commission of, or arrest for, a felony or crime of violence or moral turpitude, respecting such Service Provider Member, (d) any act by a Member that, in the good faith judgment of the Board, demonstrably harms or injures any of the Company’s, IA’s or The Southern Group’s business, reputation or goodwill, or (e) any other act or omission that constitutes “Cause” under such Member’s employment agreement. “Cause” is determined in the sole discretion of the Board.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder and interpretations thereof promulgated by the Internal Revenue Service, as in effect from time to time.

“**Company**” has the meaning set forth in the initial paragraph of this Agreement.

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“Competitor” means any firm, partnership, entity, agency, or business that the Board determines, in its sole discretion, is a competitor of any of the Company, IA, The Southern Group or their respective businesses.

“Confidential Information” means all confidential information regarding or relating to the IA Group or its businesses or affairs, including without limitation, all financial statements, budgets, profit margins, analysis, data, tax filings, tax reporting and information, letters of intent, contracts, contract negotiations, acquisition target, transactions, proposed transactions, financing documents and negotiations, business plans, strategies, employee information, client information, vendor information, and all other non-public documents and information concerning the affairs of the IA Group, and the Company’s consummated or proposed business activities.

“CTA” means the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for Fiscal Year 2021, as amended, and the rules and regulations promulgated thereunder.

“CTA Information” means, with respect to a natural Person: (a) the full legal name of such Person, including any suffix; (b) their date of birth; (c) their complete current residential street address, including any apartment or suite number; (d) a unique identifying number from an Acceptable Identification Document issued to such Person; and (e) an image of such Acceptable Identification Document of sufficient quality that includes (i) a legible image of such unique identifying number, and (ii) a recognizable photograph of such Person.

“Disabled” or **“Disability”** means, in the case of a Member: (a) the adjudication by a court of competent jurisdiction that an individual is incompetent to manage his/her person or property; or (b) the physical or mental incapacity for any consecutive three-month period, or for a total of six months in any twelve-month period, of such a nature that the individual shall be unable to perform any substantial duties.

“Disengaged Member” has the meaning set forth in **Error! Reference source not found..**

“Dispossessed Member” has the meaning set forth in **Error! Reference source not found..**

“Distribution” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or purchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; (d) any fees, compensation or remuneration paid to any Member in such Member’s capacity as an employee or other service provider for the IA Group; or (e) any expense reimbursement. **“Distribute”** when used as a verb shall have a correlative meaning. Any amount ultimately determined to be available for Distribution to the Members under this Agreement is determined in the sole discretion of the Board after the Company paying or reserving for any actual or anticipated debts, liabilities, obligations, capital expenditures, working capital needs, and other expenses of the Company.

“Entity Member” has the meaning set forth in Section 11.17 of this Agreement.

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“Fair Market Value” with respect to any asset, property, Units, or other security as of any date means its fair market value as determined by the Board (or if applicable, Liquidator) in its good faith judgment in such manner as it deems reasonable. Any such determination of Fair Market Value by the Board shall be final and binding on the Members (and their respective heirs, successors, assigns, and permitted transferees) and the Company. Without limiting the foregoing discretion of the Board, if the Company is valued by the Board based on a methodology of four multiplied by the Company’s trailing 12-month EBITDA (less all Company indebtedness), and the Fair Market Value of the applicable Units is calculated and determined using such Company valuation, the Members agree that such manner of valuation of the Company (and any corresponding Fair Market Value ascribed to the applicable Units) is deemed reasonable and in good faith.

“FinCEN” means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury.

“FinCEN Identifier” has the meaning set forth in the CTA.

“Final Distribution” has the meaning set forth in Section 8.03.

“District of Columbia Director” whomever is appointed by the manager to serve in this position.

“Gross Asset Value” means, with respect to any asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any Asset contributed by a Member to the Company shall be the gross fair market value of such asset (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination).

(b) The Gross Asset Value of any asset distributed to a Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board in accordance with this Agreement.

(c) The Gross Asset Values of the assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code should the Company make an election under Section 754 of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m).

(d) The Gross Asset Value of the property of the Company shall be adjusted to equal its gross fair market value, as determined by the Board (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination) as of the following times: (i) the acquisition of an additional interest by any new or existing Member; (ii) the distribution by the Company of more than a de minimis amount of property as consideration for an interest; (iii) the liquidation of the Company within the meaning of Treasury Regulations §1.704-1(b)(2)(ii)(g); and (iv) the complete liquidation of a Member’s interest within the meaning of Section 761(d) of the Code; *provided, however*, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

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(e) The Gross Asset Value of the assets of the Company shall be adjusted as necessary to apply Treasury Regulations §1.704-3(d).

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

“IA” means Influence Accelerator, LLC, a Florida corporation, and Member of the Company.

“IA-Related Entities” means IA and any affiliated entities owned in whole or in part by IA or by a majority of IA’s owners.

“Indirect Owner” means, with respect to any Entity Member, any natural Person who from time to time, directly or indirectly, owns or controls any Ownership Interest in the Company through such Entity Member.

“Involuntarily Transferred Interest” has the meaning set forth in **Error! Reference source not found..**

“License Conditions” means *both* of the following conditions: (a) TSG Company owns membership units in IA, and (b) IA owns Units in the Company.

“Liquidator” has the meaning set forth in Section 8.02(a).

“Manager” has the meaning set forth in **Error! Reference source not found.** and **Error! Reference source not found.**, and initially is Rachel Cone or whomever the IA Board may subsequently appoint as Manager.

“Major Action” has the meaning set forth in **Error! Reference source not found..**

“Majority of All Units”: More than 50% of all issued Units reflected in Schedule A.

“Member in Competition” means that a Service Provider Member at any time (and separate from whether such Service Provider Member has violated any separate restrictive covenant) becomes employed with, a partner/member/shareholder of or a manager, director or officer of, or otherwise provides services to, directly or indirectly, any Competitor of the IA or The Southern Group.

“Members” has the meaning set forth in the initial paragraph of this Agreement.

“Membership Interest” or **“Interest”** means an interest in the Company owned by a Member, including such Member’s right (based on the Unit or Units held by such Member), as applicable (a) to a distributive share of Net Profits, Net Losses and other items of income, gain, loss, deduction, and credit of the Company, (b) to a distributive share of the assets of the Company, (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement, and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the applicable provisions of the Act.

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“Net Profits” means the excess of income and gain over expenses of the Company for federal income tax purposes and **“Net Losses”** means the excess of expenses and losses over income and gain of the Company for federal income tax purposes, each as adjusted pursuant to Treasury Regulations §1.704-1(b)(2)(iv) (including adjustments for revaluations previously made pursuant to Section 6.02) and to account for any items of income, gain, expense or loss specially allocated pursuant to any provision of this Agreement. Net Profits and Net Losses shall be determined in accordance with the method of accounting used by the Company for federal income tax reporting purposes, consistently applied.

“Officers” has the meaning set forth in **Error! Reference source not found..**

“Other Agreement” means an employment agreement (including, without limitation, any employee offer letter agreement), independent contractor or consulting agreement, or restrictive covenant agreement (e.g., any non-solicitation and non-disclosure agreement), or any Award Agreement, or any Subscription or Contribution Agreement, with the Company or any other entity of IA Group. The Other Agreement(s) in force prior to the execution of this Agreement are included as Exhibits hereto, and any future Other Agreements will be added to this Agreement as an Exhibit in order to be effective under this Agreement.

“Ownership Interest” has the meaning set forth in the CTA.

“Percentage Interest” means a Member’s percentage interest the total of all Member Units reflected in Schedule A.

“Person” means any natural person, limited liability company, partnership, limited partnership, corporation, trust or other entity.

“Repurchased Units” has the meaning set forth in **Error! Reference source not found..**

“Repurchase Notice” has the meaning set forth in **Error! Reference source not found..**

“Repurchase Price” has the meaning set forth in **Error! Reference source not found..**

“Securities Act” has the meaning set forth in Section 1.06(a)(xi).

“Subscription or Contribution Agreement” means, as applicable, either (a) a written subscription agreement entered into between a Person and the Company for a subscription for Units or other interests in the Company, in a form approved by the Board, or (b) a written contribution agreement entered into between a Person and the Company for a contribution of assets to the Company in return for Units or other interests in the Company, in a form approved by the Board.

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares, membership interests, partnership interests or other equity interests having the power to vote for directors or comparable managers, or management authority are owned, directly or indirectly, by the first Person, or is otherwise (directly or indirectly) under the control of the first Person.

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“Target Account” means, with respect to any Member for any fiscal year, an amount equal to the hypothetical distribution such Member would receive if all property of the Company were sold for cash equal to its value established at the most recent valuation under this Agreement (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination), all liabilities allocable to such property were then due and were satisfied according to their terms, all minimum gain chargebacks (as defined in Treasury Regulations §1.704-2(f) or §1.704-2(i), as applicable) required by this Agreement were made, and all obligations of Members, if any, to contribute additional capital to the Company were satisfied, and all remaining proceeds from such sale were distributed pursuant to **Error! Reference source not found.** (except that amounts deemed constructively distributed pursuant to the computation of prior Target Account balances shall not be treated as having been actually distributed for the current computation of the Target Account balance). Amounts deemed constructively distributed pursuant to the computation of Target Account balances shall not be treated as having been actually distributed for (a) the current computation of the Target Account balance, and (b) the purpose of calculating a Member’s entitlements to actual distributions pursuant to **Error! Reference source not found.** or Article 8.

“The Southern Group” means the TSG Company, The Southern Group of Florida, Inc., and their respective Subsidiaries and each of them (for avoidance of doubt, *other than* the IA Group).

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

“Treasury Regulations” means the regulations promulgated under the Code, as such regulations may be amended from time to time (including temporary regulations and corresponding provisions of succeeding regulations).

“TSG Company” means The Southern Group of Florida Holdings, LLC.

“TSG Marks” means the names, brands and marks “THE SOUTHERN GROUP” and “TSG” and derivations thereof.

“Unit(s)” means a unit representing a fractional part of the Membership Interests of the Members; *provided*, that any type or class of Unit shall have the privileges, preferences, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class of Unit shall be determined in accordance with such privileges, preferences, duties, liabilities, obligations and rights.

“Unreturned Capital” with respect to any Capital Member means, as of any date, an amount equal to the excess, if any, of (a) the aggregate amount of all Capital Contributions made

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or deemed made in respect of their Units as of such date, over (b) the aggregate distributions made in respect of such Units pursuant to Section 7.01(b)(i) and Section 8.02(b)(iii); provided that Unreturned Capital shall never be less than zero.

Section 1.02 Name.

- (a) The name of the Company is: TSG ADVOCATES DC, LLC.
- (b) The Board has the power at any time to:
 - (i) change the name of the Company; and
 - (ii) qualify the Company to do business under any name when the Company's name is unavailable for use, or may not be used, in a particular jurisdiction.

Section 1.03 Principal Office; Registered Office; and Qualification.

- (a) The principal office of the Company will be in Washington, D.C., or such other place as may from time to time be designated by the Board.
- (b) The initial registered office of the Company in the District of Columbia will be located as set forth in the Articles. The name of the initial registered agent for the Company will be as set forth in the Articles. The Board may from time to time change the registered agent and registered office of the Company.
- (c) The Board shall cause the Company to be qualified to do business in each jurisdiction where the activities of the Company make such qualification necessary.

Section 1.04 Commencement and Duration.

- (a) The Company commenced upon the filing for record its Articles of Organization.
- (b) The Company will be dissolved and wound up at the time and in the manner provided for in Article 8.

Section 1.05 Members.

- (a) No person may be admitted as a Member without subscribing and delivering to the Company a counterpart of this Agreement, or other written instrument, which sets forth:
 - (i) the name of the Member, and
 - (ii) the agreement of the Member to be bound by the terms of this Agreement and such other agreements and instruments as the Company request, as determined by the Board.
- (b) The Company will compile, and revise from time to time as necessary, **Schedule A** attached to this Agreement, which will list:
 - (i) the name of each Member, and

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(ii) the number of Units owned by each Member and Capital Contributions (if any) of each such Member respecting any such Units, and applicable Percentage Interest.

(c) The addition to the Company at any time of one or more Members will not be a cause for dissolution of the Company, and all the Members will continue to be subject to the provisions of this Agreement in all respects.

Section 1.06 Representations of Members; District of Columbia Securities Act.

(a) Members. This Agreement is made with each Member in reliance upon each Member's representation, warranty, covenant and acknowledgement to the Company and Board, that:

(i) it has full power and authority to execute and deliver this Agreement and to act as a Member under this Agreement; this Agreement has been authorized by all necessary actions by it; this Agreement has been duly executed and delivered by it; and this Agreement is a legal, valid and binding obligation of it, enforceable against it according to its terms;

(ii) the execution and delivery of this Agreement and the performance of its obligations under this Agreement do not require the consent of any third party not previously obtained, and will not conflict with, or result in any violation of, or default under, any provision of any governing instrument applicable to it, or any agreement or other instrument to which it is a party or by which it or any of its properties are bound, or any provision of law, statute, rule or regulation, or any ruling, writ, order, injunction or decree of any court, administrative agency or governmental body applicable to it;

(iii) unless otherwise disclosed to the Company in writing, the Member is a citizen of the United States;

(iv) the Member is acquiring the Units in the Company for the Member's own account and not with a view to distribution or resale;

(v) the Member is aware that no public trading market for the Units presently exists and is not likely to exist in the future;

(vi) the Member realizes that his Units cannot be transferred, and the Member may not readily liquidate the Units;

(vii) the Member has adequate net worth and means of providing for the Member's current needs and contingencies if the Member sustains a complete loss of the Member's Units, and the Member has no need for liquidity respecting the Units;

(viii) the Member has been advised and fully understands that the Units are highly speculative and involve a high degree of risk, and further, that the Units are illiquid;

(ix) the Member acknowledges and understands that it may be required from time to time to fund additional capital contributions to the Company and that there will be punitive economic consequences to the Member if they fail to satisfy a capital contribution obligation;

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(x) neither the Company, the Manager, any other Member, or any of their representatives have made any promise, representation or warranty to the Member about the tax consequences to a Member as a result of any investment in or capital contribution to the Company by the Member, any transaction between such Member and IA, the issuance or receipt of Units to such Member or the receipt of or right to receive any distributions hereunder (or any tax matters related thereto), and the Member has had the opportunity to seek advice from its own independent professional advisors (including, without limitation, tax advisors, attorneys, accountants, and financial advisors) prior to making any capital contribution or being issued any Units;

(xi) the Units issued hereunder have not been registered and will not be registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or the laws of any state, and are subject to substantial restrictions on transfer under applicable law and under the provisions of this Agreement;

(xii) investment in the Units involves a high degree of risk due to, among other things, the nature of the Company’s early-stage business, the nature of the Units and actual or potential conflicts of interest. There can be no assurance that the Company’s business objectives will be realized or that there will be any return of or on capital. In addition, investment results may vary substantially on a monthly, quarterly, or annual basis. Members should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the lack of liquidity) that are characteristic of long-term, high risk, and illiquid investments and should consult their financial advisors regarding the appropriateness of making an investment in the Units. Members of the Company should be prepared to bear such risks for an indefinite period of time;

(xiii) investment in the Company entails a high degree of risk and is suitable only for sophisticated investors for whom an investment in the Company does not represent a complete investment program and who fully understand and are capable of bearing the risks of an investment in the Units, including the risk of total loss of capital;

(xiv) the Company’s business may not achieve its expected objectives and may experience substantial fluctuations in operating results. The Company will be subject to the numerous risks associated with the underlying business, which is in a competitive market and speculative. There is no assurance that the Company will be able to generate returns for the Members or that returns will be commensurate with the risks of investment. There can be no assurance that the Company’s business objectives will be achieved, or that a Member will receive a return on or of its capital or that the Units will have any worth;

(xv) each Member is, with respect to such Member’s investment in the Company, an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act (unless such Member expressly notified the Company in writing prior to the date they became a party to this Agreement that such Person is not an accredited investor);

(xvi) the Member recognizes that the Member’s Interest in the Company may be substantially diluted and/or may become junior in priority if and when the Company issues additional Units or accepts any Additional Capital Contributions;

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(xvii) the Member recognizes that the Company will not pursue a diversified business strategy and that therefore the Member's investment in the Company will not benefit from diversification;

(xviii) the Units are offered without the delivery of a private placement memorandum or other offering memorandum; and

(xix) the contents of this Operating Agreement should not be considered to be legal, tax, investment or other advice, and each Member should make its own inquiries and consult its own advisors as to the Company and the Units and as to legal, tax, regulatory, financial, accounting, and related matters concerning an investment in the Units.

(b) Information. Each Member agrees to promptly provide the Company with any information or documentation necessary, or reasonably requested, to (i) permit the Company to fulfill any tax withholding or other obligation relating to such Member, and (ii) permit the Company to comply with any regulatory requirements or applicable laws. Each Member agrees to provide the Company with notice of any change of the Member's tax status and to update any tax related forms previously submitted to the Company by the Member if the information contained therein is no longer correct or has been updated.

(c) District of Columbia Securities Act.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DISTRICT OF COLUMBIA SECURITIES ACT IN RELIANCE UPON EXEMPTION PROVISIONS CONTAINED THEREIN.

Section 1.07 Notices with Respect to Representations by Members.

If any representation made by a Member in Section 1.06(a) ceases to be true, then the Member will promptly provide the Company with prompt written notice thereof, but such shall not excuse the breach of such representation.

Section 1.08 Liability of Members.

(a) Except as otherwise provided under non-waivable provisions of the Act or as expressly set forth in this Agreement or any other written agreement with the Company, no Member will be liable for any loss, liability or expense whatsoever of the Company.

(b) No Member will be liable under this Agreement for the obligations under this Agreement of any other Member.

Section 1.09 Repayment of Any Capital Contributions of Members.

Except as expressly provided in this Agreement, no specific time has been agreed upon for the repayment of any Capital Contributions of the Members, if any, and no Member, or any successor-in-interest, shall have a right to withdraw or demand return of any capital contributed to the Company, if any.

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Section 1.10 No Priorities of Members.

Except as expressly provided in or permitted by this Agreement, no Member holding Units shall have priority over any other Member holding Units as to profits, losses or distributions under this Agreement.

Section 1.11 Dissociation.

No Member may voluntarily withdraw or dissociate as a Member except by the prior written consent of the Board.

Article 2

Purpose and Powers

Section 2.01 Purpose and Powers.

(a) The Company's business shall be government relations, consulting and lobbying services for clients in the District of Columbia, and all related business activities, all as determined by the Board from time to time in its sole discretion (except for specific actions that expressly require Member approval or consent as expressly provided in this Agreement), and the taking of all necessary, suitable or convenient actions in furtherance of the foregoing.

(b) In furtherance of the purposes set forth in **Error! Reference source not found.**, the Company shall have all of the powers necessary, suitable or convenient for the accomplishment of the aforesaid purpose, alone or with others, as principal or agent, including the powers granted by the Act.

(c) Without any limitation, the Company (acting through the Board) is expressly authorized to also:

(i) borrow money (including, without limitation, from any Members) and to grant security interests in or otherwise mortgage, pledge or grant liens upon any Company assets to secure any such indebtedness, and to issue guarantees of indebtedness (further, the Members expressly consent and agree that the Board may cause the Company to cross-collateralize its assets with the assets of and loans to other IA Group entities in favor of lenders);

(ii) pay the costs, expenses, liabilities, and other obligations of the Company (including, without limitation, indebtedness) and to reserve for such actual or contingent obligations;

(iii) engage and remove outside consultants, custodians, attorneys, accountants, brokers, appraisers, experts, contractors, advisors and such other third-party agents and employees as it may deem necessary or advisable, and to authorize each such agent and employee to act for and on behalf of the Company, and to compensate them in such degree and manner as the Board may determine;

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(iv) enter into, perform and carry out contracts, promissory notes, security documents, instruments, and agreements of every kind necessary or incidental to the accomplishment of the Company's purposes or relating to the IA Group's businesses, and to take or omit to take such other action in connection with the business of the IA Group as may be necessary or desirable, in the sole judgment of the Board, to further the purposes of the Company or IA Group;

(v) open, maintain and close bank and brokerage accounts, including the power to draw checks or other orders for the payment of monies; and

(vi) otherwise to carry on any other activities necessary to, in connection with, or incidental to any of the foregoing or the Company's business.

Article 3

3.00 Management.

Except as otherwise provided in this Agreement or non-waivable provisions of the Act, the Company shall be managed under the policy authority of the Board and the operational authority of the Manager.

(a) Board Authority. The Board shall be the ultimate policy-setting body of the Company. Its role is to establish long-term goals, strategic direction, annual budgets, and other matters expressly requiring Board approval under this Agreement.

(b) Manager Authority. The Manager shall have day-to-day authority to implement the policies and directives of the Board and to supervise the business operations of the Company. The Manager has final decision-making authority on operational matters, except where this Agreement or the Board expressly reserves authority.

(c) District of Columbia Director. A District of Columbia Director shall at all times be employed by the Company and shall (i) serve as a member of the Board, and (ii) act as the lead on District of Columbia operations, client relationships, and local personnel. The DC Director shall report to and coordinate with the Manager on operational decisions.

(d) Coordination. The Manager and DC Director shall collaborate on hiring, compensation, promotion, and discipline of Company employees; provided, however, that in the event of disagreement, the Manager's decision shall control, subject to Board oversight.

Section 3.01 Board Composition.

The Board shall consist of three (3) members:

IA Manager Seat. One seat shall be held at all times by the Manager, who shall be appointed by Influence Accelerator, LLC ("IA"). The initial Manager is Rachel Cone, or such successor as the IA Board may appoint.

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DC Director Seat. One seat shall be held at all times by a District of Columbia Director, who shall be selected by the Manager.

At-Large DC Seat. One seat shall be elected by the Members holding a majority of all issued Units. Each Member shall have one (1) vote regardless of the number of Units held, solely for purposes of electing this seat. The at-large DC Board member shall serve a two-year term, subject to reelection by the Members at the end of each term.

Voting. Except as otherwise provided herein, each Board member shall have one (1) vote; provided, however, that the IA Manager seat shall have a number of votes equal to the total number of other Board members plus one.

Vacancies. If the at-large DC seat becomes vacant before the expiration of its term, the Members shall promptly elect a replacement to serve the remainder of the term using the same procedure described above. The composition of the Board and Board members serving thereon may be changed from time to time by a vote of at least 65% of all Units. It is anticipated that over time if the Company grows then additional members from District of Columbia will be selected to join the Board. Each Board member shall have one vote; provided, however, Rachel Cone or her successor, as the representative of IA, shall have a total number of votes equal to the number of Board members plus one. So, for example, if the Board has five members including Rachel Cone or her successor, she shall have six votes.

It is the role of the Board to be a policy-setting body for the Company and to have oversight of the Manager. The Board's role is to establish long-term goals and broad Company policy, including a budget, and to report to the Members.

Section 3.02 Meetings of the Board.

(a) Regular or Special Meetings. Regular or special meetings of the Board shall be held at such place and at such time as shall be determined from time to time by the Board, acting by a majority of the votes of the Board, on no less than two (2) days' notice to all Board members. The Board shall produce minutes of all of its meetings.

(b) Notices. Notices of any meetings may (but are not required to) set forth the purpose of the meeting and the business to be transacted at such meeting. A Board member may waive notice of a meeting before or after the meeting. Attendance at a meeting constitutes (i) waiver of objection to lack of notice or defective notice of the meeting, unless the member of the Board at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting, and (ii) waiver or objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member of the Board objects to considering the matter when it is presented.

(c) Participation by Phone. A Board member may participate in a meeting in person or by conference telephone, with the latter constituting presence at the meeting.

(d) Written Consents. Any action permitted to be taken by the Board members at a meeting of the Board may be taken at any time upon the written consent constituting the approval that would be necessary to authorize or take that action at a meeting.

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Section 3.03 Manner of Acting.

Where any provision of this Agreement requires or permits the vote, consent, action or determination of the Board, then the affirmative vote, consent, action or determination at a duly convened meeting of the Board, or by written consent in lieu of a meeting, of a majority of the votes of the Board members shall in each case be the valid action of the Board. For purposes of all voting, each Board member shall have one (1) vote, except that the IA representative (Rachel Cone or her successor) shall have a number of votes equal to the total number of other Board members plus one. In the case of a three-member Board, the IA representative shall therefore hold four (4) votes.

Section 3.04

(a)

(i) a merger involving the Company;

(ii) a material change in the business purpose of the Company as described in **Error! Reference source not found.;**

(iii) an election to tax the Company as other than a partnership for federal income tax purposes;

(iv) issuance of any additional Units beyond the 1,000 authorized Units reflected in Schedule A; or

(v) a distribution of profit other than one that reflects the proportional ownership of the Members shown in Schedule A.

Section 3.05

Subject to Sections 3.04, and 3.05, any contract, agreement, deed, lease, note or other document or instrument executed on behalf of the Company by any individual Board member operating in that capacity shall be deemed to have been duly executed.

Section 3.06 Designation of Officers.

(a) The Manager may delegate the daily operation and certain management functions of the Company to one or more persons designated as officers of the Company (the "Officers") and the Company may have such Officers as the Board may, from time to time, create. Officers of the Company may have such titles as the Manager may determine. Officers need not be Members.

(b) Any Officer designated by the Board shall have the specific power and authority as otherwise delegated to such Officer, from time to time, by the Board; provided that such Officer shall operate the Company subject to (i) the basic policy decisions adopted by the Board, (ii) specific limitations and requirements of this Agreement and any other agreement executed by and between such Officer and the Company, and (iii) limitations imposed under the Act. Notwithstanding any provision in this Agreement or any other agreement to the contrary, no

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Officer shall have the authority, either individually or acting in conjunction with other Officers, to do any act, make any decision, or engage in any transaction which requires the express approval of the Board or Members as set forth in this Agreement, unless such Officer is specifically authorized in a writing executed by the Board or Members (as applicable) necessary to authorize such act, make such decision or engage in such transaction.

(c) Each Officer shall hold office at the pleasure of the Board until his successor is chosen and qualified in his stead or until the earlier of his death, disability, resignation, insanity, retirement or removal from office. Any Officer designated by the Board may be removed at any time and for any reason (with or without cause) by the Board. The designation of an Officer as such shall not of itself create any employment rights or other contractual rights.

(d) The Board may authorize and designate from time to time those individuals (including Officers, if appointed) who are authorized and empowered to execute instruments and documents and otherwise bind the Company in all matters relating to the business of the Company; provided such matters are authorized and approved in accordance with this Agreement.

Section 3.07 Special Disclosures, Consents and Waivers.

(a) Each Member acknowledges, consents and agrees that (i) an Interest in the Company does not provide or grant any Member the right to invest or participate in any other investment opportunity, business opportunity or business matter of or relating to The Southern Group or other IA-related entities (and all such rights, if any, are expressly waived), (ii) The Southern Group and its partners, members, directors, managers, officers and employees retain all rights to act in the best interests of The Southern Group, and in their own best interests with respect thereto, even if such Persons may also be a Member, Manager or Officer of the Company (and any conflicts of interest with respect thereto are expressly waived), and (iii) the other entities affiliated with IA and their respective partners, members, directors, managers, officers and employees retain all rights to act in the best interests of such other IA-related entities, and in their own best interests with respect thereto, even if such Persons may also be a Member, Manager or Officer of the Company (and any conflicts of interest with respect thereto are expressly waived).

Section 3.08 Overhead Sharing.

The Southern Group or IA may from time to time permit the Company to use the offices, personnel and administrative support services of The Southern Group or IA (“Overhead Sharing”) to support the Company’s business and operations. The Company shall pay or otherwise reimburse for such Overhead Sharing, as may be more particularly agreed upon from time to time by the Board and the management of The Southern Group or IA. The amounts charged to Company for Overhead Sharing shall be reasonably consistent with actual costs and market pricing, and without a profit component, as determined by the Board and management of The Southern Group or IA, in good faith.

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Article 4

Company Interests

Section 4.01 Company Units.

Interests in the Company shall be represented by and divided into Units. As of the Effective Date, there are 1,000 authorized Units, of which 865 Units are issued and outstanding and 135 Units remain unissued and held in reserve. The name of each Member and the number of Units and (and associated Percentage Interest) held by each Member are set forth opposite such Member's name on Schedule A (as the same may be revised from time to time by the Board in accordance with this Agreement). The Board shall cause Schedule A to be updated from time to time to the extent necessary to reflect any changes therein attributable to admissions or withdrawals of Members, issuance of additional Units, or approved Transfers of Units or other transactions with respect to the Units in accordance with the provisions of this Agreement.

Section 4.02 Additional Members and Interests.

(a) Issuance of Additional Interests. The issuance of additional Units is subject to any applicable provisions of **Error! Reference source not found..**

(b) Registration. Upon the admission of a new Member, such Member shall be registered on the records of the Company as a Member, together with the number and class of Units held and any associated Capital Contributions (if any) and Percentage Interest, and **Schedule A** shall be updated accordingly.

(c) No Preemptive Rights. The Members do not have preemptive rights with respect to any new or additional Units in the Company.

Section 4.03

(a) Beginning January 1, 2027, each Member shall be required to make any additional Capital Contributions to the Company in proportion to their ownership percentage in the Company. Prior to that date, IA will be the sole provider of capital to the Company.

(b) In exchange for its Units as reflected in Schedule A, until December 31, 2026, IA shall from time to time make such Capital Contributions to the Company as determined by IA in its sole discretion. Such Capital Contributions shall be open-ended, without restriction as to amount or use, and may be applied to any lawful business purpose of the Company.

Section 4.04 Additional Capital Contributions and Acknowledgment.

(a) In addition to any initial Capital Contribution of a Member in respect of issuance of their Units (if any), the Capital Members may make additional Capital Contributions to the Company in cash (the "Additional Capital Contributions") in proportion to their respective Capital Percentage Interests in the Company, only as requested by the Board from time to time to be

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necessary or appropriate to pay, fund or reserve for any operating expenses, working capital, liabilities, other capital costs or expenses, taxes, other expenses of the Company, or any other amounts relating to the Company's business (including, without limitation, transactions with Acquisition Persons), or for any other Company purpose. Upon the Board making such request for Additional Capital Contributions, the Board shall deliver to the Members a written notice (which may be via e-mail) of the Company's need for Additional Capital Contributions, which notice shall state (i) the general purpose for such Additional Capital Contributions, (ii) the aggregate amount of such Additional Capital Contributions, (iii) each Member's share of such aggregate amount of Additional Capital Contributions based upon such Member's Capital Percentage Interest in the Company, and (iv) the date (which date shall not be less than ten (10) days from the date that such notice is given) on which such Additional Capital Contributions are requested to be made by the Members. For avoidance of doubt, (x) no Member shall have a right to make an Additional Capital Contribution without consent of the Board, (y) and no Member shall have an obligation to pay or loan any Capital Contribution of another Member.

(b) Each Member acknowledges by its execution hereof that it has been admitted to the Company in reliance upon its representations, warranties, acknowledgements, agreements and covenants in this Agreement, that the Board and the Company may have no adequate remedy at law for a breach hereof.

Article 5

Expenses and Borrowing; Construction of Provisions; Affiliate Transactions

Section 5.01 Expenses; Borrowing; Guarantees.

The Members acknowledge and agree that the Board shall have sole discretion to cause the Company to pay or reserve for any actual or anticipated costs, expenses, capital expenditures, acquisition costs, debts or other liabilities of the Company; provided, however, retained earnings shall not exceed three months of total expenses without unanimous approval of the Board. In the sole discretion of the Board, the Company may borrow money from any Person (including, without limitation, any Member or Affiliate of a Member, including The Southern Group) for any Company purpose, on such terms and conditions as the Board may approve. Any conflict of interest relating to the Company borrowing from any of its Members or their Affiliates is hereby waived by the Members. If at the request of the Board or any third-party lender to the Company, any Member or Member's Affiliate personally guarantees any debt or other financial obligation of the Company, such guarantor may be paid a guaranty fee or granted other consideration by the Company as the Board may determine in its sole discretion.

Section 5.02 Construction of Provisions.

The Board (with the consent of a Majority of All Units) shall be authorized to amend, construe and/or interpret the allocation and distribution provisions of this Agreement in order to effect the general intent and purposes of this Agreement and its provisions.

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Section 5.03 Affiliate Transactions; Waiver of Fiduciary Duties.

The Company and Members acknowledge and agree that (a) the Board may from time cause the Company to enter into agreements and transactions with any Member or any Affiliate of any Member (or any partner, member, shareholder, director, manager, officer or employee thereof) on such terms and conditions as the Board may approve in its sole discretion (including, without limitation, The Southern Group, IA, or related entities), (b) IA (as a Manager, as a Member, or in any other capacity) has no obligation to bring any corporate or business opportunity to the Company, excluding any corporate or business opportunity directly related to the Purpose in Section 2.01, and all doctrines and duties in respect thereof or relating thereto are hereby waived with respect to IA, (c) IA and certain of its own managers, members and their respective affiliates are separately affiliated with The Southern Group, and their ownership or partnership in, management of, employment by, or other relationship with The Southern Group shall not be deemed a conflict of interest with respect to the Company or its business (or their corresponding direct or indirect ownership in or management of the Company), and the Members and Company acknowledge and agree that The Southern Group may be competitive with the Company and waive all such conflicts of interest and any claims by the Company (or the Members on behalf of the Company) relating to such competition and any such conflicts, (d) IA and certain of its own managers, members and their respective affiliates are separately affiliated with other IA-related entities, and their ownership or partnership in, management of, employment by, or other relationship with such other IA-related entities shall not be deemed a conflict of interest with respect to the Company or its business (or their corresponding direct or indirect ownership in or management of the Company), and the Members and Company acknowledge and agree that such other IA-related entities may be competitive with the Company and waive all such conflicts of interest and any claims by the Company (or the Members on behalf of the Company) relating to such competition and any such conflicts, (e) to the extent any conflict of interest exists or arises as a result of IA's management, ownership in and/or control of the Company and IA-affiliated members (or its direct and indirect members or managers) separate ownership, management and control of or employment by or affiliation with The Southern Group or other entities of IA-related entities, the Company and the Members hereby waive any and all such conflicts and agree that The Southern Group, its management and equity owners (and other IA-related entities and their respective management and equity owners) are entitled to act for their own account and in their own interests with respect to The Southern Group (or such other IA-related entities) and their businesses without any duty (including without limitation, any fiduciary duty) to or consideration of the interests of the Company or the Members, and (f) to the greatest extent permitted by applicable law, any and all fiduciary duties of the Manager (in its capacity as a Member, Manager or otherwise) are hereby waived.

Section 5.04 TSG Name.

During the period while the License Conditions continue to be satisfied, IA shall directly grant or cause TSG Company to grant a non-exclusive, royalty-free license to the Company to use the TSG Marks. The Company and Members acknowledge and agree that IA or The Southern Group own the TSG Marks and that the TSG Marks are only used by the Company pursuant to a revocable license granted by IA or TSG Company. If the License Conditions are no longer satisfied, then in such case the Company shall promptly cease any and all use of the TSG

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Marks. The Company shall at no time file any trademark or service mark application to register any TSG Marks.

Article 6

Section 6.01

The Company shall maintain a Capital Account for each Member in accordance with Treasury Regulations issued under Section 704(b) of the Code and the provisions of this Agreement.

(a) Credits. To each Member's Capital Account there shall be credited the amount of cash and the Gross Asset Value of any property transferred by such Member to the Company as a contribution to the capital of the Company, such Member's allocated share of Net Profits, any items in the nature of income or gain which are specially allocated pursuant to this Agreement and which would not otherwise be included in the computation of Net Profits and Net Losses, and the amount of any Company liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member (but only to the extent such liabilities are to be credited pursuant to the Code).

(b) Debits. To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's allocated share of Net Losses, any items in the nature of expenses or losses which are specially allocated pursuant to this Agreement and which would not otherwise be included in the computation of Net Profits and Net Losses, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company (but only to the extent such liabilities are to be debited pursuant to the Treasury Regulations).

(c) Transfers. In the event any Interest of a Member in the Company or portion thereof is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest or portion thereof.

Section 6.02 Revaluation of Company Property.

The Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property made by the Company pursuant to the definition of Gross Asset Value; provided that any adjustments hereunder shall be made in accordance with and to the extent provided in Treasury Regulations §1.704-1(b)(2)(iv) (e), (f), and (g).

Section 6.03 Target Accounts.

To aid the Board in the determination of the Capital Accounts of the Members, and the proper allocation of Net Profit and Net Loss under the terms of this Agreement, the Company shall compute a Target Account for each Member from time to time respecting the allocation of Net Profits and Net Losses.

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Section 6.04 Overall Intention of Capital Account Provisions.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. In the event that the Board shall determine that it is prudent to modify the manner in which Capital Accounts or any debits or credits thereto are computed in order to comply with such Treasury Regulations, the Board may make such modifications without the consent of the Members.

Section 6.05 Allocations of Net Profits and Net Losses.

After giving effect to the special allocations and limitations set forth in Section 6.06 and Section 8.03, and subject to Section 6.07 (other rules), Net Profits and Net Losses shall be allocated as follows:

(a) Net Profits and Net Losses. The Company's Net Profit and Net Loss for any fiscal year shall be allocated among the Members in a manner consistent with **Error! Reference source not found.**, as may be determined in the discretion of the Board from time to time.

(b) Notwithstanding any of the foregoing, and after giving effect to any special allocations that are determined by the Board (in consultation with the partnership representative) to be required by law, the Board (in consultation with the Partnership Representative) in its sole discretion may make allocations of Net Profits and Net Loss (and individual items of income, gain, loss, deduction or credit) of the Company among the Members that vary from the above requirements so long as such allocations are reasonably consistent with the Members' economic interests in the Company.

Section 6.06 Substantial Economic Effect.

It is the intent of the Members that the allocations of the Company will meet the requirements for "substantial economic effect" of Section 704(b) of the Code and the Treasury Regulations thereunder to the fullest extent possible. The allocations set forth in this Article 6 shall be interpreted consistently with the foregoing intent, and the allocations shall be amended, if necessary, in order to accomplish this purpose.

Section 6.07 Other Allocation Rules.

(a) Accounting Periods. Net Profits, Net Losses and any other items of income, gain, loss or deduction shall be allocated to the Members pursuant to this Article 6 as of the last day of each fiscal year; provided that Net Profits, Net Losses and such other items shall also be allocated at such times as the Gross Asset Values of Company property are adjusted pursuant to the definition of Gross Asset Value. For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

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(b) Consistency. The Members are aware of the income tax consequences of the allocations made by or that could be made under this **Error! Reference source not found.** and hereby agree to be bound by the provisions of this **Error! Reference source not found.** in reporting their shares of Company income and loss for income tax purposes, except to the extent otherwise required by law.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.07(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

Section 6.08 Tax Allocations.

(a) For each fiscal year, items of taxable income, deduction, gain, loss or credit shall be allocated for income tax purposes among the Members in the same manner as their corresponding book items were allocated pursuant to Section 6.05, Section 6.06, Section 6.07(c) and Section 8.03 for such fiscal year, as modified by the principles of Section 704(c) of the Code. Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

(b) Scope. Allocations pursuant to this Section 6.08 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any other provision of this Agreement.

Section 6.09 Negative Capital Accounts.

Except as may be required by law or the express provisions of this Agreement, no Member shall be required to reimburse the Company for any negative balance in such Member's Capital Account or restore any negative Capital Account of another Member.

Section 6.10 Effect of Allocations.

The Members acknowledge and agree that (a) it is the overriding intent of the parties that the cumulative distributions made by the Company to the Members over the life of the Company pursuant to **Error! Reference source not found.** and Article 8, including distributions made in liquidation of the Company, shall be made among the Members as described in **Error! Reference source not found.**(b) hereof and (b) notwithstanding anything in this **Error! Reference source not found.** or Article 8 to the contrary, the Board shall have the authority to reallocate items of income, gain, loss, and deduction of the Company among the Members so as to achieve the foregoing intent.

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Section 6.11 Tax Matters.

(a) Tax Controversies. Rachel Cone is designated as the initial “partnership representative” of the Company, as the term is used in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015), and to the extent authorized or permitted under applicable law, it is authorized and required to represent the Company and each Member in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs connected therewith. Each Member agrees to cooperate with the partnership representative and to do or refrain from doing any and all such things reasonably required by the partnership representative to conduct such proceedings. The “partnership representative” may be changed at any time by the Board.

(b) Proceedings. Any Member who enters into a settlement agreement with respect to Company items must promptly give the partnership representative notice of the settlement agreement and terms that relate to Company items.

(c) Classification and Tax Elections. The Board is expressly authorized to (i) elect that the Company be classified as a partnership for federal tax purposes, and (ii) to make and revoke (to the extent permitted by law) any election or other action on behalf of the Company for federal, state and local tax purposes with respect to that tax classification, including any election with respect to the preparation and filing of tax returns or any other election which the Company may be entitled to make, and including the election referred to in Code Section 754 or any successor provision. The Members shall supply all information reasonably requested by the Company that is related to any such tax elections.

(d) Fiscal Year / Taxable Year. The fiscal year and taxable year of the Company shall be a calendar year unless a different taxable year is required to be used by the Company pursuant to Section 706 of the Code, in which case such different taxable year will be both the taxable year, and for purposes of this **Error! Reference source not found.**, the fiscal year of the Company.

(e) Admissions or Transfers. In the event of any admission of any Additional Member or transfer by any Member of its Interest, the Board will allocate items of income, credit, gain or loss in accordance with the Code and may make such elections under the Code as it determines to be necessary or appropriate.

Section 6.12 Transfer.

No transfer, assignment or other disposition of any Interest in the Company by a Member shall be effective unless (a) the Board shall have approved such transfer, assignment or other disposition in writing in its sole discretion, and (b) prior to such transfer, assignment or disposition the transferee, assignee or intended recipient of such Interest shall have agreed in writing to be bound by this Agreement in a form satisfactory to the Board.

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Section 6.13 Tax Reporting Consistency.

For United States federal, state and local income tax purposes, each Member shall report the tax items attributable to its participation in the Company on its income tax returns in a manner consistent with the tax treatment of such items as reported to it by the Company.

Article 7

Section 7.01

(a) Approving Distributions. The Company shall make Distributions, if any, at such times and in such amounts, as may be determined by the Board in its sole discretion. The Board may decide to forego payment of Distributions to provide for the retention and establishment of reserves.

(b)

Section 7.02 Tax Distributions.

Notwithstanding the priorities set forth in Section 7.01(b), but subject to Section 7.02, the Board may determine that the Company shall make the following priority distributions: within thirty (30) days after the Company files its federal income tax return, Form 1065, for such taxable period, if approved by a vote of the Board, the Company shall distribute to each Member an amount equal to (a) that portion of the Company's income allocated to such Member for such taxable period *multiplied by* (b) the highest federal marginal income tax rate then in effect, *less* (c) the amount of any distributions to such Member previously made by the Company with respect to such taxable period. Any distribution under this Section 7.04 shall be treated as an advance on distributions to be made under Section 7.01(b)(ii).

Article 8

Dissolution, Liquidation, Winding Up and Withdrawal

Section 8.01 Dissolution.

- (a) The Company will be dissolved upon the first to occur of the following:
- (i) the bankruptcy of the Company; or
 - (ii) the determination of the Board with the consent of a Majority of All Units to dissolve and terminate the Company.
- (b) The Company will not dissolve upon the withdrawal, dissolution, bankruptcy, death or adjudication of incompetence or insanity of any Member.

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Section 8.02 Winding Up.

(a) Subject to Section 8.03, when the Company is dissolved, the property and business of the Company will be liquidated by the Board or its designee or if there is no Board or if the Board is unable to act, a person designated by the Members (the Board or such other person, the “*Liquidator*”).

(b) Within a reasonable period (and subject to the requirements of Treasury Regulations §§1.704-1(b)(ii)(g) and 1.704-1(b)(2)(ii)(b)(2)) after the effective date of dissolution of the Company, the affairs of the Company will be wound up and the Company’s assets will be distributed as provided in the Act. The liquidation shall be carried out as promptly as practicable consistent with obtaining the fair value of the Company’s assets. The Liquidator shall take full account of the Company’s Assets and liabilities and shall determine which Assets shall be distributed in kind and which Assets shall be liquidated. Subject to the Act, Assets of the Company or the proceeds therefrom, shall be applied and distributed in the following order:

(i) To the payment and discharge of all the Company’s debts and other liabilities.

(ii) To the setting up of such reserves as the Liquidator, as applicable, may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company’s business, provided that any such reserve will be held by the Liquidator for the purpose of disbursing such reserves in payment of any such liabilities or obligations and at the expiration of such period as the Liquidator shall deem advisable (but in no event to exceed eighteen months from the date of dissolution), to distribute the balance remaining as provided in this **Error! Reference source not found..**

(iii) To the Capital Members, ratably based upon the ratio of Unreturned Capital due such Capital Member to the aggregate Unreturned Capital with respect to all Capital Members, until the aggregate Unreturned Capital to all Capital Members has been reduced to zero.

(iv) The balance of such assets or proceeds shall be distributed to the Members in accordance with Section 7.01(b)(ii), as described in Section 8.03.

The Members agree that, with respect to the sale of all or substantially all of the assets of the Company, distributions to the Members of net proceeds, if any, shall be made in accordance with this Section 8.02**Error! Reference source not found..**

(c)

Section 8.03 Final Distribution.

After paying liabilities and providing for reserves as set forth in **Error! Reference source not found.**(i)-(ii), the Board or Liquidator shall cause the remaining net assets of the Company to be distributed first to the Members pursuant to Section 8.02(b)(iii) and then the balance to the Members in accordance with the order and priority set forth in **Error! Reference source not found.**(ii) (collectively, the “*Final Distribution*”). Immediately prior to the Final Distribution, the Capital Account balances of the Members shall be adjusted, taking into account all Capital

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Contributions (if any), distributions (other than the Final Distribution), and items of Net Profit and Net Loss (including any allocable items of gross income, gain, loss, and expense includible in the computation of Net Profit and Net Loss) for the taxable year of the Company in which such liquidation occurs and in which the Final Distribution is distributable, such that the Capital Account of each Member immediately prior to the Final Distribution equals (to the fullest extent possible) the distribution to be received by such Member pursuant to the Final Distribution.

Article 9

Accounts, Reports and Auditors; Member Meetings

Section 9.01 Books of Account.

(a) Requirements. The Company shall maintain books and records as may be determined by the Board from time to time.

(b) Records. The Company shall keep the Company's books and records, including (i) a current list of the full name and last known business or residence address of each Member together with the number and class of Units held by each Member and associated Percentage Interests, along with a record of Capital Contributions made by each Member, (ii) a copy of the Articles, together with executed copies of any powers of attorney pursuant to which the Articles have been executed, (iii) copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent years, (iv) copies of the original of this Agreement and any amendments thereto, (v) financial statements of the Company for the six (6) most recent fiscal years, and (vi) the Company's books and records for at least the current and past six (6) fiscal years.

(c) Confidential Information. Notwithstanding any other provisions of this Agreement, unless otherwise required by law, the Company shall not be required to disclose any Confidential Information of or received by the IA in connection with its operations or business (including to the Service Provider Members) to the extent the Board determines that disclosure may harm IA or that there is another business justification for non-disclosure. Each Member acknowledges that all information it receives about IA or its business is deemed to be Confidential Information, except for any information that is generally available to the public other than through a breach by a Member of its obligations under this Agreement. Each Member agrees that it shall not use (except for purposes reasonably related to its interest in the Company), publish, disseminate, distribute or otherwise disclose all or any portion of such Confidential Information (except for any information that is generally available to the public other than through a breach by a Member of its obligations under this Agreement) without the prior written approval of the Board. If a Member receives either a request to disclose any confidential information under the terms of a subpoena or order issued by a court or other governmental authority or advice of legal counsel that disclosure is required under applicable law, such Member agrees that, prior to disclosing any Confidential Information, it shall (i) immediately notify the Company of the existence and terms of, and the circumstances attendant to, such request or advice, (ii) consult with the Company as to the advisability of taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure and (iii) if disclosure is required, cooperate with the Company to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such

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portion of the confidential information as is required to be disclosed. Each Member acknowledges that Members may be subject to laws or regulations which require such Members to disclose to federal, state or local government bodies, agencies or instrumentalities, or to the public information received by the Member from the Company; however, that each Member shall take reasonable steps to maintain the confidentiality of the information provided.

Section 9.02 Accounting and Reports.

(a) Financial Statements. Proper and complete records and books of account of the business of the Company shall be maintained at the Company's principal place of business.

(b) Income Tax Information. The Company shall use commercially reasonable efforts to provide each Member within ninety (90) days after the end of each fiscal year the information necessary for such Member to complete its federal income tax returns. The Board shall cause to have prepared and filed all required income tax returns for the Company.

Section 9.03 Meetings of the Members.

(a) Meetings. Meetings of the Members shall be held if, as and when called by the Board, at such date, time and place as the Board shall select, within the District of Columbia or Florida. Written notice stating the place, date and time of the meeting shall be given not fewer than seven (7) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Board. Meetings of the Members may also be called by Members holding at least 25% of the Company's Units.

(b) Quorum; Voting. A quorum of any meeting of the Members shall require the presence of the Members holding a Majority of All Units (or such greater amount as may be required pursuant to other provisions of this Agreement). An action of the Members may be taken by the Members at any meeting at which a quorum is present with the affirmative vote of the Members holding a Majority of All Units (or such greater Percentage Interest as may be required with respect to such matter to be approved pursuant to other express provisions of this Agreement). Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(c) Written Consent. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by electronic transmission, by the Members holding a Majority of All Units (or such greater Percentage Interest as may be required with respect to such matter to be approved pursuant to other express provisions of this Agreement, as applicable). A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

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Article 10

Liability; Indemnification

Section 10.01 Liability of the Board.

(a) No member of the Board shall be liable to the Company or any Member for any act or omission taken or suffered by such member of the Board in good faith, *except*:

(i) in the case of a member of the Board's own acts or omissions constituting bad faith, fraud, gross negligence or willful misconduct of the member of the Board,

(ii) in the case of any Manager of the Company or member of the Board that executes any contract, agreement, deed, lease, note or other document or instrument on behalf of the Company in bad faith, by fraud, by gross negligence or by willful misconduct;

(iii) a material breach of this Agreement,

(iv) a breach of an Other Agreement, or

(v) which constitute a material breach of the securities laws by, or result in a criminal conviction (other than for minor offenses such as traffic violations) of the member of the Board.

(b) No Member shall be liable to the Company or the Members for any action taken by any other Member.

(c) A member of the Board shall incur no liability in acting upon any signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an executive officer of any person in order to ascertain any fact with respect to such person or within such person's knowledge and may rely on an opinion of counsel selected by such member of the Board with respect to legal matters, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or material breach of this Agreement or breach of an Other Agreement. Each member of the Board may act directly or through its agents or attorneys. Each member of the Board may consult with counsel, appraisers, engineers, accountants and other skilled Persons of its choosing, and shall not be liable for anything done, suffered or omitted in good faith in reasonable reliance upon the advice of any of such persons, provided that such persons have been selected with reasonable care, except to the extent of such member of the Board's own fraud, gross negligence, willful misconduct, material breach of this Agreement, breach of an Other Agreement, material breach of securities laws or criminal conviction (other than for minor offenses such as traffic violations). No member of the Board shall be personally liable to the Company or any Member for any error of judgment made in good faith by a responsible officer or officers of the member of the Board, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or breach of an Other Agreement. Except as otherwise provided in this Section 10.01, no member of the Board shall be liable to the Company or any Member for any mistake of fact or judgment by the member of the Board in conducting the affairs of the Company or otherwise acting in respect of and within the scope of this Agreement, except to the extent of such member of the Board's own fraud, gross negligence

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or willful misconduct or material breach of this Agreement or breach of an Other Agreement. No member of the Board shall be liable for the return to any Member of all or any portion of any Member's Capital Account or Capital Contributions, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or material breach of this Agreement or breach of an Other Agreement.

Section 10.02 Indemnification of the Board.

The Company shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each such member of the Board against all claims, liabilities and expenses of whatever nature relating to activities undertaken in connection with the Company, including, but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees and expenses, including all expenses referred to in Section 10.03, reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, before any court or administrative body in which such member of the Board may be or may have been involved as a party or otherwise or with which such member of the Board may be or may have been threatened, while acting as such member of the Board, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct, material breach of this Agreement, breach of an Other Agreement, or for acts or omissions that constitute a material breach of the securities laws by, or result in a criminal conviction (other than for minor offenses such as traffic violations) of the member of the Board or such other person. The Board may, in its sole discretion, waive any of its rights under this Section 10.02 or 10.03.

Section 10.03 Expenses, etc.

Expenses incurred by a member of the Board in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the member of the Board to repay such amount if it shall be determined ultimately by a court of competent jurisdiction that the member of the Board is not entitled to be indemnified hereunder. The right of any member of the Board to the indemnification provided herein shall be cumulative with, and in addition to, any and all rights to which such member of the Board may otherwise be entitled by contract or as a matter of law or equity and shall extend to such member of the Board's successors, assigns and legal representatives. All judgments against the Company and the Board, in respect of which the Board is entitled to indemnification, shall first be satisfied from the Company assets (including Capital Contributions) before the Board is responsible therefor.

Section 10.04 Notices of Claims, etc.

Promptly after receipt by a member of the Board of notice of the commencement of any proceeding, such member of the Board will, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the commencement of such proceeding, provided that the failure of any member of the Board to give notice as provided herein shall not relieve the Company of its obligations under this Article 10, except to the extent that the Company is actually prejudiced by such failure to give notice. In case any such proceeding is brought against a member of the Board (other than a derivative suit in right of the Company), the

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Company will be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to such member of the Board. After notice from the Company to such member of the Board of the Company's election to assume the defense of such proceeding, the Company will not be liable for expenses subsequently incurred by such member of the Board in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such member of the Board of a release from all liability in respect to such claim or litigation.

Article 11

Transfers; Miscellaneous

Section 11.01 Transfers and Assignability.

(a) Member Transfer. No Member may Transfer all or any part of the Member's Units or other Interest in the Company or in this Agreement, except with the prior written consent of the Board (which consent may be withheld for any reason or no reason in sole discretion of the Board); provided further in each instance: (i) the proposed transferee assumes all the obligations of the original Member, or such part thereof as if proportionate to the portion of the transferring Member's Interest that is transferred; (ii) the proposed Transfer would not, in the opinion of the Company's counsel, create a material risk of subjecting the Company or any Member to any governmental regulation or require any registration which the Board believes to be significant; and (iii) each transferee agrees to become and assume the obligations of a Member pursuant to this Agreement on terms and conditions acceptable to the Board.

(b) Conditions of Transfer. Without any limitation, no Transfer of any Interest in the Company will be allowed by the Board if such Transfer or the actions to be taken in connection with that Transfer would:

- (i) result in a violation of any law, rule or regulation by the Company;
- (ii) cause the termination or dissolution of the Company;
- (iii) cause the Company to be classified other than as a partnership for federal income tax purposes;
- (iv) cause the Company to be classified as a "publicly traded partnership" within the meaning of Section 7704 of the Code;
- (v) require the Company to register as an investment company under the Investment Company Act; or
- (vi) cause the assets of the Company to be treated as assets of an employee benefit plan under regulations adopted pursuant to ERISA.

The Member transferring its Interest shall bear all costs of the Company in effecting such Transfer, as determined by the Board, unless waived by the Board in its sole discretion. The

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transferor and transferee shall execute such documents and instruments and supply such opinions of counsel as the Board may in its discretion request on behalf of the Company.

(c) Substituted Members. Notwithstanding a Transfer pursuant to this Section 11.01, no transferee shall become a substituted Member within the meaning of the Act unless the Board expressly and in writing consents to the substitution, and such transferee:

(i) elects to become a substituted Member by delivering a written notice of such election to the Board;

(ii) executes and acknowledges such other agreements and instruments as the Board may deem necessary or advisable to effect the admission of such person as a substituted Member, including without limitation the written acceptance and adoption by such person of the provisions of this Agreement; and

(iii) pays a reasonable transfer fee to the Company which is sufficient to cover all reasonable expenses connected with the admission of such person as a substituted Member within the meaning of the Act, unless such fee is waived by the Board in its sole discretion; and if all steps shall be taken which, in the opinion of the Board, are reasonably necessary to admit such person under the Act and this Agreement as a substituted Member, then such person shall thereupon become a substituted Member within the meaning of the Act.

(d) Company Repurchase Right for Disengaged Member. If a Service Provider Member's Service Relationship is terminated for any reason (including for Cause, without Cause, by resignation, or as a result of death or Disability) or if the Service Provider Member engages in any Cause event as determined by the Board in its sole discretion, or if a Service Provider Member is or becomes a Member in Competition (in each case, hereafter a "Disengaged Member"), the Company shall have the right (but not the obligation) to purchase and redeem any or all of such Disengaged Member's Units in this Company. The Company shall give written notice to the Disengaged Member (or their estate, if applicable) (the "Repurchase Notice") of any election to purchase and redeem any such Units of the Disengaged Member (the "Repurchased Units") within one hundred eighty (180) days of the date that the Service Provider Member's Service Relationship was terminated, or of the date that the Service Provider Member was determined to have engaged in a Cause event as defined in this Agreement, or of the date that the Board first became aware that the Service Provider Member was a Member in Competition, as applicable. The purchase price for the Repurchased Units (the "Repurchase Price") shall equal (i) in the case of a Disengaged Member whose Service Relationship terminated as a result of death, disability, termination without Cause or resignation, an amount equal to the Fair Market Value of the Repurchased Units, or (ii) in the case of a Disengaged Member whose Service Relationship was terminated for Cause or has engaged in a "Cause" event or who is a Member in Competition, an amount equal to One and No/100 Dollar (\$1.00) per Unit; each Member agrees that the discount of the Repurchase Price under subsection (ii) is without prejudice to the other rights and remedies of IA respecting the breaches, defaults, acts or omissions of the Disengaged Member or the rights of the Company under any Award Agreement, an Other Agreement or other applicable provisions of this Agreement. The Repurchased Units shall be valued by the Board either as of the date such Service Provider Member was determined to be a Disengaged Member hereunder, or as of the date of the Repurchase Notice hereunder, as elected by the Board in its sole discretion. The Repurchase Price

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may be paid by the Company either (x) in cash, or (y) via delivery of an unsecured, subordinated promissory note, with a term of three (3) years, and an interest rate equal to the short-term Applicable Federal Rate on the date of such note, payable either in three equal annual installments with the first payment due one-year from the date of the note or in a single lump sum at maturity (at the election of the Board), and otherwise in such form of note (including right of prepayment) as determined by the Board. The closing shall take place at a time and place designated by the Board within ninety (90) days of the date of the Repurchase Notice, and the Disengaged Member (or his/her estate, as applicable) shall execute and deliver at such closing such transfer documentation respecting such Repurchased Units as may be requested by the Board in return for delivery of the Repurchase Price. A Disengaged Member shall cease to have any interest in the Company on account of or with respect to such Repurchased Units. Upon any election by the Board to purchase a Disengaged Member's Interest in accordance with this Section, the Board may assign to select other Members or select members or employees of IA or other Persons, as the Board may determine in its sole discretion (and without the consent of the Disengaged Member or any other Members), the Company's purchase rights hereunder. Further, for avoidance of any doubt and without limitation, any Service Provider Member that violates at any time any of his/her restrictive covenant obligations to IA (including, without limitation, noncompete, non-solicit, confidentiality, or non-defamation obligations) may be deemed a Disengaged Member for "Cause" under this Section by the Board in the Board's sole discretion. In the event of any assignment of the Company's purchase right hereunder in any case, the applicable purchase and sale documentation shall still be subject to the approval of the Board, and the applicable closing date shall still be set by the Board.

(e) Company Repurchase Right for Involuntarily Transferred Interest. In the event any Member's Units are involuntarily transferred by a Member (the "Dispossessed Member") to any person or entity other than the Company, including, without limitation, a trustee in Bankruptcy, a purchaser at a judicial or creditor's sale, a spouse in a divorce proceeding, or a guardian or conservator (the "Involuntarily Transferred Interest"), the Company shall have the right (but not the obligation) within one hundred twenty (120) days after receipt by it of actual notice of such transfer, to purchase all or any portion of the Involuntarily Transferred Interest on the terms and at the purchase price set forth herein by giving written notice to the Dispossessed Member. Upon the purchase by the Company as described herein, the Dispossessed Member shall be dissociated from the Company. The purchase price for the Involuntarily Transferred Interest shall be an amount equal to One Hundred Dollars (\$100.00) per Unit. The purchase price may be paid by the Company either (x) in cash, or (y) via delivery of an unsecured, subordinated promissory note, with a term of three (3) years, and an interest rate equal to the short-term Applicable Federal Rate on the date of such note, payable either in three equal annual installments with the first payment due one-year from the date of the note or in a single lump sum at maturity (at the election of the Company), and otherwise in such form of note (including right of prepayment) as determined by the Company. The closing shall take place at a time and place designated by the Board, and the Dispossessed Member or the transferee of the Involuntarily Transferred Interest, as applicable, shall execute and deliver such transfer documentation as may be requested by the Company. Upon any election by the Board to purchase a Dispossessed Member's Interest in accordance with this Section, the Board may assign to select other Members or select employees of the Company, as the Board may determine in its sole discretion (and without the consent of the Dispossessed Member or any other Members), the Company's purchase rights hereunder. In the event of any assignment of the Company's purchase right hereunder in any case, the applicable purchase and

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sale documentation shall still be subject to the approval of the Board, and the applicable closing date shall still be set by the Board.

(f) Allocation of Opportunity to Purchase Units on a Board Approved Transfer. The Members agree that, if the Board in its sole discretion is determined to allow a Transfer of Units by a Member, it may (but is not required to) set such additional conditions with respect to granting such approval of the subject Transfer as it may determine, including without limitation, (i) providing only certain Members or employees of IA or other Persons with an opportunity to purchase the Units subject to the Transfer (but excluding some from such opportunity), (ii) conditioning its approval on the transferring Member only selling to certain Members or employees of IA or certain other Persons selected by the Board and in such proportions among such approved Persons as the Board requires, and/or (iii) requiring that such Transfer of Units be made at a certain purchase price or within a certain purchase price range; provided that, for avoidance of doubt, nothing in the foregoing sentence with respect to purchase price affects the purchase price for transactions under subsection (d) or (e) above. Without limitation of the foregoing Board rights, the Board may also determine, in its sole discretion (and without any obligation to do so), to have the Company repurchase Units from a Member desiring to sell their Units back to the Company and may request Additional Capital Contributions for such purpose.

Section 11.02 Binding Agreement.

Subject to the provisions of Section 11.01, this Agreement is binding upon, and inures to the benefit of, the heir, successor, assign, executor, administrator, committee, guardian, conservator or trustee of any Member.

Section 11.03 Gender.

As used in this Agreement, masculine, feminine and neuter pronouns include the masculine, feminine and neuter; and the singular includes the plural.

Section 11.04 Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail (so long as no error message is received by sender) or facsimile (with confirmation of transmission) if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address in the records of the Company or at such other address as such party may designate from time to time by written notice to the Company.

Section 11.05 Setoff.

In the sole discretion of the Board, the Board may cause the Company to apply all or any portion of any distribution or other payment otherwise to be paid by the Company to any Member to amounts owed by such Member to the IA Group, and each Member consents thereto.

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Section 11.06 Counterparts.

This Agreement and any amendment to this Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument. A facsimile or electronic signature shall be deemed an original.

Section 11.07 Amendments.

(a) General Amendments. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement may not be modified or amended except by a written document duly executed by the Board; unless such modification or amendment is objected to in writing within seven (7) days following notice of such modification or amendment to the Members by the Members holding at least fifty percent (50%) of the Percentage Interests, then the Members shall be deemed to have approved and accepted such modification or amendment. In addition, this Agreement shall be deemed amended automatically to: (i) to reflect changes validly made pursuant to the other express provisions of this Agreement (including, without limitation, updating any exhibits or schedules hereto); or (ii) as may be required to implement (A) Transfers of Interests of Members made in accordance with this Agreement, or (B) the admission of any substitute Member or new Member in accordance with the provisions of this Agreement. Any amendments duly adopted in accordance with the terms of this Agreement shall be binding on all Members.

Section 11.08 Further Assurances.

Each Member shall execute and deliver to the Company within ten (10) days after receipt of the Company's request therefor such further designations, and other instruments as the Board reasonably deems necessary to carry out the terms of this Agreement.

Section 11.09 Applicable Law.

This Agreement is governed by and shall be construed in accordance with the laws of the District of Columbia, without reference to its principles of conflict of laws.

Section 11.10 Severability.

If any one or more of the provisions contained in this Agreement, or any application of any such provision, is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and all other applications of any such provision will not in any way be affected or impaired.

Section 11.11 Miscellaneous.

(a) Section Headings. Section and other headings 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 this Agreement or any provisions hereof.

(b) Entire Agreement. This Agreement, including the schedules or exhibits hereto, represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement nullifies and supersedes all previous Operating Agreements entered into pertaining to

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the Company. The Unit ownership reflected in Schedule A are, as of the date of this Agreement, deemed to conclusively and accurately reflect the ownership interests in the Company. This Agreement supersedes all prior and contemporaneous operating agreements, understandings, and arrangements, whether oral or written, with respect to the Company.

(c) Partition. Each Member agrees that it shall not cause a partition of any of the Company's property, whether by court action or otherwise, it being agreed that any such action would cause a substantial hardship to the Company and would be in breach and contravention of this Agreement.

(d) Legal Counsel. Each Member and Manager hereby agrees and acknowledges that IA's legal counsel prepared this Operating Agreement on behalf of, and in accordance with, its representation of only IA, and that:

(i) The books and records of the Company are to be maintained at the principal office of the Company.

(ii) The Members and Managers have been advised that a conflict of interest may exist among their interests and relative to one another; and

(iii) Each Member and Manager has had the opportunity to seek the advice of independent legal counsel prior to executing this Operating Agreement, and represent that they have reviewed this Operating Agreement, understand its impact and content, and have had the opportunity to receive appropriate advice as to its legal, tax, and accounting effects.

Section 11.12 Venue and Dispute Resolution.

This Agreement is governed by District of Columbia law. Any disputes arising under any of the transaction documents would be resolved by binding arbitration conducted in Washington, D.C. in accordance with the Expedited Rules then in force of JAMS.

Section 11.13 Power of Attorney.

In addition to any other powers of attorney granted by a Member, each Member hereby constitutes and appoints the Manager, with full power of substitution, as the Member's true and lawful representative and attorney-in-fact, and agent of the Member, to make, execute, sign, join, adopt, acknowledge, verify, swear to, transfer, cause, complete, deliver, record and file, in the Member's name, place and stead:

(a) any filings in the District of Columbia which the Board deems necessary to continue the Company as a limited liability company in the District of Columbia (e.g. Annual Reports, Articles of Organization), or

(b) any filings required in other United States jurisdictions in which the Board has determined that the Company plans to conduct business;

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(c) any filings or certificates in the District of Columbia, and all other jurisdictions in which the Company conducts or plans to conduct its affairs, required to operate under an assumed or fictitious name of the Company;

(d) following a vote of the Board, sufficient documents necessary to (i) admit a Member as a member of the Company in accordance with the terms of this Agreement, or (ii) effect the addition, substitution or removal of any member pursuant to this Agreement;

(e) following a vote of the Board to dissolve and terminate the operations of the Company, execute conveyances and other instruments which the Board deems necessary to reflect the dissolution and termination of the Company pursuant to the terms of this Agreement;

Unless attached as an Other Agreement to this Agreement, no other powers of attorney related to this Agreement exist.

Section 11.14 Interpretation.

Each reference herein to a particular person shall include a reference to such person's successors and permitted assigns. A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms. A reference to any law, rule, regulation or statute includes any amendment or modification thereto. The words "herein" "hereof," "hereunder," "hereto," and words of like import shall refer to this Agreement as a whole and not any particular article, section or subdivision of this Agreement. A reference to an Article, Section, Exhibit or Schedule is a reference to the Article, Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The schedules hereto shall be deemed as fully a part of this Agreement as if set forth herein in full. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. In this Agreement, the singular includes the plural, and the plural includes the singular, pronouns stated in the neuter gender shall include the masculine, the feminine and the neuter, and the words "including," "include" and "includes" shall be deemed to be followed by the words "without limitation."

Section 11.15 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 the following affirmative duties (each of which constitutes a material unperformed, future obligation): (a) the duty and obligation not to transfer his, her or its membership interests in the Company except in accordance with the terms and conditions of Section 11.01; (b) the duty and obligation not to bring any action for appraisal rights under 0; and (c) the duty and obligation not to bring an action for partition under Section 11.11(c). 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 law governing this Agreement, including, without limitation, the restrictions of the rights of a creditor of a Member or transferee.

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Section 11.16 Corporate Transparency Act.

Each Member shall promptly, but within not more than five (5) days:

(a) Provide to the Company any information that the Board deems necessary or advisable to obtain from such Member in order for the Company or any of its Affiliates to comply with the CTA, including:

(i) such Member's, or with respect to a Member that is not a natural Person (an "**Entity Member**"), each of such Entity Member's Indirect Owners,' true and correct CTA Information or the true and correct FinCEN Identifier assigned to them by FinCEN; and

(ii) such information or documents as may be necessary in order for the Company or any of its Affiliates to determine whether such Member or any of such Member's Indirect Owners or controllers are Beneficial Owners of the Company or any of the Company's Affiliates (collectively, "Beneficial Ownership Information").

(b) Notify the Company of any change or inaccuracy in or to any of such Member's, or in the case of an Entity Member, any of such Entity Member's Indirect Owners,' CTA Information most recently provided to the Company, including:

(i) a change in such Member's or Indirect Owner's legal name, date of birth, or residential street address;

(ii) a change in the name, date of birth, address, or unique identifying number on such Member's or Indirect Owner's Acceptable Identification Document; or

(iii) in the case of an Entity Member, as may result from a change in the direct or indirect ownership or control of such Entity Member.

(c) Notify the Company of any amendment, modification, supplement, or other change (other than an immaterial change that could not reasonably be expected to affect who may be a Beneficial Owner of the Company or any Company Affiliate) in or to any Beneficial Ownership Information previously provided by such Member to the Company.

Article 12

Appraisal Rights Waiver

Each Member hereby expressly waives any and all of his, her or its statutory or common law dissenter or appraisal rights, including but not limited to waiving his, her or its dissenter and appraisal rights under the Act, including, without limitation, waiving any rights in Sections 57D-9-41 through 43.

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{Signature Pages Follow}

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IN WITNESS WHEREOF, the parties to this Limited Liability Company Agreement have executed this Agreement effective as of the date first written above.

MANAGER: Influence Accelerator, LLC Signed by: By: <u>Rachel Cone</u> 63CF36A5796C4F6... Rachel Cone, CEO MEMBERS: Signed by: By: <u>Chase Kroll</u> 28AF6537E6AA455... Founding Partner Influence Accelerator, LLC DocuSigned by: By: <u>[Signature]</u> 9A5963412C42467... Chair The Southern Group of South Carolina 2005, LLC Signed by: By: <u>[Signature]</u> 02A9AE857F59409... Brandon Kennedy, Managing Partner Signed by: By: <u>Bernard "Beau" Rothschild</u> 814FB8BA415D49F... Beau Rothschild, Partner	Signed by: By: <u>Daniel Diaz-Balart</u> 2DCF306101F243D... Founding Partner The Southern Group of North Carolina, LLC Signed by: By: <u>Rachel Cone</u> 63CF36A5796C4F6... Managing Partner Signed by: By: <u>Edgar Castro</u> 976BF463A20A4EF... Edgar Castro, Partner Signed by: By: <u>[Signature]</u> 75911E8D40614D8... Kevin Rothmann, Partner DocuSigned by: By: <u>D. Christopher Hagan</u> FDF46345B922431... Christopher Hagan, Partner
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TSG ADVOCATES DC, LLC
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

SCHEDULE A

Units, Capital Contributions and Percentage Interests

Note: This Schedule shall be updated upon any issuance or transfer of Units and shall reflect total Units outstanding, each Member's capital contributions, and corresponding ownership percentages.

<u>Member</u>	<u>Units</u>	<u>Capital Contributions</u>	<u>Percentage Interest</u>
Influence Accelerator, LLC	510		51%
Chase Kroll	100	\$0	10%
Daniel Diaz-Balart	100	\$0	10%
The Southern Group of North Carolina, LLC	40	\$160,000	4%
The Southern Group of South Carolina 2005, LLC	40	\$160,000	4%
Edgar Castro	25	\$0	2.5%
Beau Rothschild	25	\$0	2.5%
Kevin Hofmann	20	\$0	2%
Christopher Hagan	5	\$0	0.5%
Total Units issued	865		86.5%
Unissued Reserve Units	135		13.5%
Total Units authorized	1,000		100%

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS OF THE COMPANY HAVE NOT BEEN REGISTERED UNDER ANY FEDERAL OR STATE SECURITIES LAWS AND CANNOT BE SOLD, TRANSFERRED, ASSIGNED, HYPOTHECATED OR OTHERWISE DISPOSED UNLESS THEY ARE REGISTERED THEREUNDER OR EXEMPTIONS FROM SUCH REGISTRATIONS ARE AVAILABLE, AND THE REQUIREMENTS OF THIS LIMITED LIABILITY COMPANY AGREEMENT ARE SATISFIED.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY
AGREEMENT OF
TSG ADVOCATES DC, LLC**

Dated August 31, 2026

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
TSG ADVOCATES DC, LLC**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT is dated and effective as of August 31, 2026 (“Effective Date”), and is entered into by and among the Persons whose names appear on Schedule A (each a “Member” and together, the “Members”), as members of TSG Advocates DC, LLC, a District of Columbia limited liability company (the “Company”).

BACKGROUND AND EFFECT

A. The Company was formed by the initial Members on January 2, 2025, by the filing of Articles of Organization (as amended or restated from time to time, the “*Articles*”) with the District of Columbia Department of Licensing and Consumer Protection.

B. The Members previously entered into that certain Limited Liability Company Agreement of the Company dated and effective as of January 2, 2025 (the “*Original Agreement*”), and now desire to amend and restate the Original Agreement in its entirety to reflect, among other things, the admission of additional Members and the resulting revisions to the Units and Percentage Interests set forth on Schedule A.

C. The Members desire to enter into this Agreement to supersede previous operating agreements and reflect their mutual understanding and agreement regarding the subject matter addressed herein, and for this Agreement to constitute the “operating agreement” of the Company. This Agreement entirely replaces and renders null and void all prior operating agreements of the Company. This Agreement amends, restates, supersedes and replaces the Original Agreement in its entirety, and the Units and Percentage Interests set forth on Schedule A supersede and replace in their entirety the Units and Percentage Interests set forth on the schedule to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1

General Provisions

Section 1.01 Definitions.

For the purposes of this Agreement, the following terms have the following meanings:

“*Acceptable Identification Document*” means, with respect to a natural Person, one of the following documents validly issued to such Person: (a) a nonexpired U.S. passport issued by the U.S. government; (b) a nonexpired U.S. state, local government, or Indian tribal identification document issued for the purpose of identifying such Person; (c) a nonexpired U.S. state-issued

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driver's license; or (d) if such Person does not have any of the documents listed in (a) to (c), a nonexpired passport issued to such Person by a foreign government.

"Acquisition Person" means a Person that the Company has entered into an agreement with to purchase or otherwise acquire their business, business assets, client accounts, or any interest therein.

"Act" means the District of Columbia Limited Liability Company Act as found in the Official Code of District of Columbia Annotated (D.C. Code), specifically under Title 14 – Corporations, Partnerships, and Associations, Chapter 11 – Limited Liability Companies (§§ 14-11-100 through 14-11-1109), as subsequently amended.

"Additional Capital Contributions" has the meaning set forth in Section 4.04(a).

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

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5); and

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

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person, and includes without any limitation: (a) a spouse, ancestor or lineal descendant of an individual; (b) an officer, director, shareholder, manager, member or partner of a Person which is not an individual, and a spouse, ancestor or lineal descendant of any such individual; (c) a spouse of an ancestor or lineal descendant of an individual; and (d) any Person controlled by any Person designated above. "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.

"Agreement," "LLC Agreement," or "Operating Agreement," means this Limited Liability Company Agreement and all schedules and exhibits attached hereto, as amended from time to time. References to this Agreement will be deemed to include all provisions incorporated in this Agreement by reference.

"Articles" has the meaning set forth in the recitals.

"Bankruptcy" means, and a Member will be deemed a "Bankrupt Member," upon (a) the entry of a decree or order for relief against the Member by a court of competent jurisdiction in any

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involuntary case brought against the Member under any bankruptcy, insolvency, or other similar law (collectively, “Debtor Relief Laws”) generally affecting the rights of creditors and relief of debtors then in effect, (b) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent under applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property, (c) the ordering of the winding up or liquidation of the Member’s affairs, (d) the filing of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of one hundred eighty (180) days or which is not dismissed or suspended pursuant to Section 305 of the United States Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law), (e) the commencement by the Member of a voluntary case under any applicable Debtor Relief Law in effect now or after the date of this Agreement, (f) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar agent under any applicable Debtor Relief Laws for the Member or for any substantial part of its assets or property, or (g) the making by a Member of any general assignment for the benefit of its creditors.

“**Beneficial Owner**” has the meaning set forth in the CTA.

“**Beneficial Ownership Information**” has the meaning set forth in Section 11.17 of this Agreement.

“**Board**” has the meaning set forth in **Error! Reference source not found.**

“**Business Days**” means all weekdays other than those on which the banks in Washington, D.C. are closed for business.

“**Capital Account**” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code and this Agreement.

“**Capital Contribution**” means any cash, cash equivalents, promissory obligations or the Fair Market Value of other property which the Member contributes or is deemed to have contributed to the Company with respect to any Capital Unit(s), as determined by the Board.

“Cause” means (a) a breach by a Service Provider Member of this Agreement or any Other Agreement, (b) any intentional act of dishonesty or willful misconduct (including, without limitation, theft, embezzlement, conversion, misappropriation of assets, acceptance of bribes or kickbacks, fraud, or other acts of self-dealing), or any gross negligence, by a Member; (c) commission of, or arrest for, a felony or crime of violence or moral turpitude, respecting such Service Provider Member, (d) any act by a Member that, in the good faith judgment of the Board, demonstrably harms or injures any of the Company’s, IA’s or The Southern Group’s business, reputation or goodwill, or (e) any other act or omission that constitutes “Cause” under such Member’s employment agreement. “Cause” is determined in the sole discretion of the Board.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder and interpretations thereof promulgated by the Internal Revenue Service, as in effect from time to time.

“**Company**” has the meaning set forth in the initial paragraph of this Agreement.

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“Competitor” means any firm, partnership, entity, agency, or business that the Board determines, in its sole discretion, is a competitor of any of the Company, IA, The Southern Group or their respective businesses.

“Confidential Information” means all confidential information regarding or relating to the IA Group or its businesses or affairs, including without limitation, all financial statements, budgets, profit margins, analysis, data, tax filings, tax reporting and information, letters of intent, contracts, contract negotiations, acquisition target, transactions, proposed transactions, financing documents and negotiations, business plans, strategies, employee information, client information, vendor information, and all other non-public documents and information concerning the affairs of the IA Group, and the Company’s consummated or proposed business activities.

“CTA” means the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for Fiscal Year 2021, as amended, and the rules and regulations promulgated thereunder.

“CTA Information” means, with respect to a natural Person: (a) the full legal name of such Person, including any suffix; (b) their date of birth; (c) their complete current residential street address, including any apartment or suite number; (d) a unique identifying number from an Acceptable Identification Document issued to such Person; and (e) an image of such Acceptable Identification Document of sufficient quality that includes (i) a legible image of such unique identifying number, and (ii) a recognizable photograph of such Person.

“Disabled” or **“Disability”** means, in the case of a Member: (a) the adjudication by a court of competent jurisdiction that an individual is incompetent to manage his/her person or property; or (b) the physical or mental incapacity for any consecutive three-month period, or for a total of six months in any twelve-month period, of such a nature that the individual shall be unable to perform any substantial duties.

“Disengaged Member” has the meaning set forth in **Error! Reference source not found..**

“Dispossessed Member” has the meaning set forth in **Error! Reference source not found..**

“Distribution” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or purchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; (d) any fees, compensation or remuneration paid to any Member in such Member’s capacity as an employee or other service provider for the IA Group; or (e) any expense reimbursement. **“Distribute”** when used as a verb shall have a correlative meaning. Any amount ultimately determined to be available for Distribution to the Members under this Agreement is determined in the sole discretion of the Board after the Company paying or reserving for any actual or anticipated debts, liabilities, obligations, capital expenditures, working capital needs, and other expenses of the Company.

“Entity Member” has the meaning set forth in Section 11.17 of this Agreement.

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“Fair Market Value” with respect to any asset, property, Units, or other security as of any date means its fair market value as determined by the Board (or if applicable, Liquidator) in its good faith judgment in such manner as it deems reasonable. Any such determination of Fair Market Value by the Board shall be final and binding on the Members (and their respective heirs, successors, assigns, and permitted transferees) and the Company. Without limiting the foregoing discretion of the Board, if the Company is valued by the Board based on a methodology of four multiplied by the Company’s trailing 12-month EBITDA (less all Company indebtedness), and the Fair Market Value of the applicable Units is calculated and determined using such Company valuation, the Members agree that such manner of valuation of the Company (and any corresponding Fair Market Value ascribed to the applicable Units) is deemed reasonable and in good faith.

“FinCEN” means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury.

“FinCEN Identifier” has the meaning set forth in the CTA.

“Final Distribution” has the meaning set forth in Section 8.03.

“District of Columbia Director” whomever is appointed by the manager to serve in this position.

“Gross Asset Value” means, with respect to any asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any Asset contributed by a Member to the Company shall be the gross fair market value of such asset (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination).

(b) The Gross Asset Value of any asset distributed to a Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board in accordance with this Agreement.

(c) The Gross Asset Values of the assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code should the Company make an election under Section 754 of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m).

(d) The Gross Asset Value of the property of the Company shall be adjusted to equal its gross fair market value, as determined by the Board (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination) as of the following times: (i) the acquisition of an additional interest by any new or existing Member; (ii) the distribution by the Company of more than a de minimis amount of property as consideration for an interest; (iii) the liquidation of the Company within the meaning of Treasury Regulations §1.704-1(b)(2)(ii)(g); and (iv) the complete liquidation of a Member’s interest within the meaning of Section 761(d) of the Code; *provided, however*, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

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(e) The Gross Asset Value of the assets of the Company shall be adjusted as necessary to apply Treasury Regulations §1.704-3(d).

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

“IA” means Influence Accelerator, LLC, a Florida corporation, and Member of the Company.

“IA-Related Entities” means IA and any affiliated entities owned in whole or in part by IA or by a majority of IA’s owners.

“Indirect Owner” means, with respect to any Entity Member, any natural Person who from time to time, directly or indirectly, owns or controls any Ownership Interest in the Company through such Entity Member.

“Involuntarily Transferred Interest” has the meaning set forth in **Error! Reference source not found..**

“License Conditions” means *both* of the following conditions: (a) TSG Company owns membership units in IA, and (b) IA owns Units in the Company.

“Liquidator” has the meaning set forth in Section 8.02(a).

“Manager” has the meaning set forth in **Error! Reference source not found.** and **Error! Reference source not found.**, and initially is Rachel Cone or whomever the IA Board may subsequently appoint as Manager.

“Major Action” has the meaning set forth in **Error! Reference source not found..**

“Majority of All Units”: More than 50% of all issued Units reflected in Schedule A.

“Member in Competition” means that a Service Provider Member at any time (and separate from whether such Service Provider Member has violated any separate restrictive covenant) becomes employed with, a partner/member/shareholder of or a manager, director or officer of, or otherwise provides services to, directly or indirectly, any Competitor of the IA or The Southern Group.

“Members” has the meaning set forth in the initial paragraph of this Agreement.

“Membership Interest” or **“Interest”** means an interest in the Company owned by a Member, including such Member’s right (based on the Unit or Units held by such Member), as applicable (a) to a distributive share of Net Profits, Net Losses and other items of income, gain, loss, deduction, and credit of the Company, (b) to a distributive share of the assets of the Company, (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement, and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the applicable provisions of the Act.

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“Net Profits” means the excess of income and gain over expenses of the Company for federal income tax purposes and **“Net Losses”** means the excess of expenses and losses over income and gain of the Company for federal income tax purposes, each as adjusted pursuant to Treasury Regulations §1.704-1(b)(2)(iv) (including adjustments for revaluations previously made pursuant to Section 6.02) and to account for any items of income, gain, expense or loss specially allocated pursuant to any provision of this Agreement. Net Profits and Net Losses shall be determined in accordance with the method of accounting used by the Company for federal income tax reporting purposes, consistently applied.

“Officers” has the meaning set forth in **Error! Reference source not found..**

“Other Agreement” means an employment agreement (including, without limitation, any employee offer letter agreement), independent contractor or consulting agreement, or restrictive covenant agreement (e.g., any non-solicitation and non-disclosure agreement), or any Award Agreement, or any Subscription or Contribution Agreement, with the Company or any other entity of IA Group. The Other Agreement(s) in force prior to the execution of this Agreement are included as Exhibits hereto, and any future Other Agreements will be added to this Agreement as an Exhibit in order to be effective under this Agreement.

“Ownership Interest” has the meaning set forth in the CTA.

“Percentage Interest” means a Member’s percentage interest the total of all Member Units reflected in Schedule A.

“Person” means any natural person, limited liability company, partnership, limited partnership, corporation, trust or other entity.

“Repurchased Units” has the meaning set forth in **Error! Reference source not found..**

“Repurchase Notice” has the meaning set forth in **Error! Reference source not found..**

“Repurchase Price” has the meaning set forth in **Error! Reference source not found..**

“Securities Act” has the meaning set forth in Section 1.06(a)(xi).

“Subscription or Contribution Agreement” means, as applicable, either (a) a written subscription agreement entered into between a Person and the Company for a subscription for Units or other interests in the Company, in a form approved by the Board, or (b) a written contribution agreement entered into between a Person and the Company for a contribution of assets to the Company in return for Units or other interests in the Company, in a form approved by the Board.

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares, membership interests, partnership interests or other equity interests having the power to vote for directors or comparable managers, or management authority are owned, directly or indirectly, by the first Person, or is otherwise (directly or indirectly) under the control of the first Person.

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“Target Account” means, with respect to any Member for any fiscal year, an amount equal to the hypothetical distribution such Member would receive if all property of the Company were sold for cash equal to its value established at the most recent valuation under this Agreement (with any unrealized appreciation or depreciation not reflected in such valuation deemed realized and included in the determination), all liabilities allocable to such property were then due and were satisfied according to their terms, all minimum gain chargebacks (as defined in Treasury Regulations §1.704-2(f) or §1.704-2(i), as applicable) required by this Agreement were made, and all obligations of Members, if any, to contribute additional capital to the Company were satisfied, and all remaining proceeds from such sale were distributed pursuant to **Error! Reference source not found.** (except that amounts deemed constructively distributed pursuant to the computation of prior Target Account balances shall not be treated as having been actually distributed for the current computation of the Target Account balance). Amounts deemed constructively distributed pursuant to the computation of Target Account balances shall not be treated as having been actually distributed for (a) the current computation of the Target Account balance, and (b) the purpose of calculating a Member’s entitlements to actual distributions pursuant to **Error! Reference source not found.** or Article 8.

“The Southern Group” means the TSG Company, The Southern Group of Florida, Inc., and their respective Subsidiaries and each of them (for avoidance of doubt, *other than* the IA Group).

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

“Treasury Regulations” means the regulations promulgated under the Code, as such regulations may be amended from time to time (including temporary regulations and corresponding provisions of succeeding regulations).

“TSG Company” means The Southern Group of Florida Holdings, LLC.

“TSG Marks” means the names, brands and marks “THE SOUTHERN GROUP” and “TSG” and derivations thereof.

“Unit(s)” means a unit representing a fractional part of the Membership Interests of the Members; *provided*, that any type or class of Unit shall have the privileges, preferences, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class of Unit shall be determined in accordance with such privileges, preferences, duties, liabilities, obligations and rights.

“Unreturned Capital” with respect to any Capital Member means, as of any date, an amount equal to the excess, if any, of (a) the aggregate amount of all Capital Contributions made

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or deemed made in respect of their Units as of such date, over (b) the aggregate distributions made in respect of such Units pursuant to Section 7.01(b)(i) and Section 8.02(b)(iii); provided that Unreturned Capital shall never be less than zero.

Section 1.02 Name.

- (a) The name of the Company is: TSG ADVOCATES DC, LLC.
- (b) The Board has the power at any time to:
 - (i) change the name of the Company; and
 - (ii) qualify the Company to do business under any name when the Company's name is unavailable for use, or may not be used, in a particular jurisdiction.

Section 1.03 Principal Office; Registered Office; and Qualification.

- (a) The principal office of the Company will be in Washington, D.C., or such other place as may from time to time be designated by the Board.
- (b) The initial registered office of the Company in the District of Columbia will be located as set forth in the Articles. The name of the initial registered agent for the Company will be as set forth in the Articles. The Board may from time to time change the registered agent and registered office of the Company.
- (c) The Board shall cause the Company to be qualified to do business in each jurisdiction where the activities of the Company make such qualification necessary.

Section 1.04 Commencement and Duration.

- (a) The Company commenced upon the filing for record its Articles of Organization.
- (b) The Company will be dissolved and wound up at the time and in the manner provided for in Article 8.

Section 1.05 Members.

- (a) No person may be admitted as a Member without subscribing and delivering to the Company a counterpart of this Agreement, or other written instrument, which sets forth:
 - (i) the name of the Member, and
 - (ii) the agreement of the Member to be bound by the terms of this Agreement and such other agreements and instruments as the Company request, as determined by the Board.
- (b) The Company will compile, and revise from time to time as necessary, **Schedule A** attached to this Agreement, which will list:
 - (i) the name of each Member, and

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(ii) the number of Units owned by each Member and Capital Contributions (if any) of each such Member respecting any such Units, and applicable Percentage Interest.

(c) The addition to the Company at any time of one or more Members will not be a cause for dissolution of the Company, and all the Members will continue to be subject to the provisions of this Agreement in all respects.

Section 1.06 Representations of Members; District of Columbia Securities Act.

(a) Members. This Agreement is made with each Member in reliance upon each Member's representation, warranty, covenant and acknowledgement to the Company and Board, that:

(i) it has full power and authority to execute and deliver this Agreement and to act as a Member under this Agreement; this Agreement has been authorized by all necessary actions by it; this Agreement has been duly executed and delivered by it; and this Agreement is a legal, valid and binding obligation of it, enforceable against it according to its terms;

(ii) the execution and delivery of this Agreement and the performance of its obligations under this Agreement do not require the consent of any third party not previously obtained, and will not conflict with, or result in any violation of, or default under, any provision of any governing instrument applicable to it, or any agreement or other instrument to which it is a party or by which it or any of its properties are bound, or any provision of law, statute, rule or regulation, or any ruling, writ, order, injunction or decree of any court, administrative agency or governmental body applicable to it;

(iii) unless otherwise disclosed to the Company in writing, the Member is a citizen of the United States;

(iv) the Member is acquiring the Units in the Company for the Member's own account and not with a view to distribution or resale;

(v) the Member is aware that no public trading market for the Units presently exists and is not likely to exist in the future;

(vi) the Member realizes that his Units cannot be transferred, and the Member may not readily liquidate the Units;

(vii) the Member has adequate net worth and means of providing for the Member's current needs and contingencies if the Member sustains a complete loss of the Member's Units, and the Member has no need for liquidity respecting the Units;

(viii) the Member has been advised and fully understands that the Units are highly speculative and involve a high degree of risk, and further, that the Units are illiquid;

(ix) the Member acknowledges and understands that it may be required from time to time to fund additional capital contributions to the Company and that there will be punitive economic consequences to the Member if they fail to satisfy a capital contribution obligation;

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(x) neither the Company, the Manager, any other Member, or any of their representatives have made any promise, representation or warranty to the Member about the tax consequences to a Member as a result of any investment in or capital contribution to the Company by the Member, any transaction between such Member and IA, the issuance or receipt of Units to such Member or the receipt of or right to receive any distributions hereunder (or any tax matters related thereto), and the Member has had the opportunity to seek advice from its own independent professional advisors (including, without limitation, tax advisors, attorneys, accountants, and financial advisors) prior to making any capital contribution or being issued any Units;

(xi) the Units issued hereunder have not been registered and will not be registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or the laws of any state, and are subject to substantial restrictions on transfer under applicable law and under the provisions of this Agreement;

(xii) investment in the Units involves a high degree of risk due to, among other things, the nature of the Company’s early-stage business, the nature of the Units and actual or potential conflicts of interest. There can be no assurance that the Company’s business objectives will be realized or that there will be any return of or on capital. In addition, investment results may vary substantially on a monthly, quarterly, or annual basis. Members should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the lack of liquidity) that are characteristic of long-term, high risk, and illiquid investments and should consult their financial advisors regarding the appropriateness of making an investment in the Units. Members of the Company should be prepared to bear such risks for an indefinite period of time;

(xiii) investment in the Company entails a high degree of risk and is suitable only for sophisticated investors for whom an investment in the Company does not represent a complete investment program and who fully understand and are capable of bearing the risks of an investment in the Units, including the risk of total loss of capital;

(xiv) the Company’s business may not achieve its expected objectives and may experience substantial fluctuations in operating results. The Company will be subject to the numerous risks associated with the underlying business, which is in a competitive market and speculative. There is no assurance that the Company will be able to generate returns for the Members or that returns will be commensurate with the risks of investment. There can be no assurance that the Company’s business objectives will be achieved, or that a Member will receive a return on or of its capital or that the Units will have any worth;

(xv) each Member is, with respect to such Member’s investment in the Company, an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act (unless such Member expressly notified the Company in writing prior to the date they became a party to this Agreement that such Person is not an accredited investor);

(xvi) the Member recognizes that the Member’s Interest in the Company may be substantially diluted and/or may become junior in priority if and when the Company issues additional Units or accepts any Additional Capital Contributions;

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(xvii) the Member recognizes that the Company will not pursue a diversified business strategy and that therefore the Member's investment in the Company will not benefit from diversification;

(xviii) the Units are offered without the delivery of a private placement memorandum or other offering memorandum; and

(xix) the contents of this Operating Agreement should not be considered to be legal, tax, investment or other advice, and each Member should make its own inquiries and consult its own advisors as to the Company and the Units and as to legal, tax, regulatory, financial, accounting, and related matters concerning an investment in the Units.

(b) Information. Each Member agrees to promptly provide the Company with any information or documentation necessary, or reasonably requested, to (i) permit the Company to fulfill any tax withholding or other obligation relating to such Member, and (ii) permit the Company to comply with any regulatory requirements or applicable laws. Each Member agrees to provide the Company with notice of any change of the Member's tax status and to update any tax related forms previously submitted to the Company by the Member if the information contained therein is no longer correct or has been updated.

(c) District of Columbia Securities Act.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DISTRICT OF COLUMBIA SECURITIES ACT IN RELIANCE UPON EXEMPTION PROVISIONS CONTAINED THEREIN.

Section 1.07 Notices with Respect to Representations by Members.

If any representation made by a Member in Section 1.06(a) ceases to be true, then the Member will promptly provide the Company with prompt written notice thereof, but such shall not excuse the breach of such representation.

Section 1.08 Liability of Members.

(a) Except as otherwise provided under non-waivable provisions of the Act or as expressly set forth in this Agreement or any other written agreement with the Company, no Member will be liable for any loss, liability or expense whatsoever of the Company.

(b) No Member will be liable under this Agreement for the obligations under this Agreement of any other Member.

Section 1.09 Repayment of Any Capital Contributions of Members.

Except as expressly provided in this Agreement, no specific time has been agreed upon for the repayment of any Capital Contributions of the Members, if any, and no Member, or any successor-in-interest, shall have a right to withdraw or demand return of any capital contributed to the Company, if any.

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Section 1.10 No Priorities of Members.

Except as expressly provided in or permitted by this Agreement, no Member holding Units shall have priority over any other Member holding Units as to profits, losses or distributions under this Agreement.

Section 1.11 Dissociation.

No Member may voluntarily withdraw or dissociate as a Member except by the prior written consent of the Board.

Article 2

Purpose and Powers

Section 2.01 Purpose and Powers.

(a) The Company's business shall be government relations, consulting and lobbying services for clients in the District of Columbia, and all related business activities, all as determined by the Board from time to time in its sole discretion (except for specific actions that expressly require Member approval or consent as expressly provided in this Agreement), and the taking of all necessary, suitable or convenient actions in furtherance of the foregoing.

(b) In furtherance of the purposes set forth in **Error! Reference source not found.**, the Company shall have all of the powers necessary, suitable or convenient for the accomplishment of the aforesaid purpose, alone or with others, as principal or agent, including the powers granted by the Act.

(c) Without any limitation, the Company (acting through the Board) is expressly authorized to also:

(i) borrow money (including, without limitation, from any Members) and to grant security interests in or otherwise mortgage, pledge or grant liens upon any Company assets to secure any such indebtedness, and to issue guarantees of indebtedness (further, the Members expressly consent and agree that the Board may cause the Company to cross-collateralize its assets with the assets of and loans to other IA Group entities in favor of lenders);

(ii) pay the costs, expenses, liabilities, and other obligations of the Company (including, without limitation, indebtedness) and to reserve for such actual or contingent obligations;

(iii) engage and remove outside consultants, custodians, attorneys, accountants, brokers, appraisers, experts, contractors, advisors and such other third-party agents and employees as it may deem necessary or advisable, and to authorize each such agent and employee to act for and on behalf of the Company, and to compensate them in such degree and manner as the Board may determine;

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(iv) enter into, perform and carry out contracts, promissory notes, security documents, instruments, and agreements of every kind necessary or incidental to the accomplishment of the Company's purposes or relating to the IA Group's businesses, and to take or omit to take such other action in connection with the business of the IA Group as may be necessary or desirable, in the sole judgment of the Board, to further the purposes of the Company or IA Group;

(v) open, maintain and close bank and brokerage accounts, including the power to draw checks or other orders for the payment of monies; and

(vi) otherwise to carry on any other activities necessary to, in connection with, or incidental to any of the foregoing or the Company's business.

Article 3

3.00 Management.

Except as otherwise provided in this Agreement or non-waivable provisions of the Act, the Company shall be managed under the policy authority of the Board and the operational authority of the Manager.

(a) Board Authority. The Board shall be the ultimate policy-setting body of the Company. Its role is to establish long-term goals, strategic direction, annual budgets, and other matters expressly requiring Board approval under this Agreement.

(b) Manager Authority. The Manager shall have day-to-day authority to implement the policies and directives of the Board and to supervise the business operations of the Company. The Manager has final decision-making authority on operational matters, except where this Agreement or the Board expressly reserves authority.

(c) District of Columbia Director. A District of Columbia Director shall at all times be employed by the Company and shall (i) serve as a member of the Board, and (ii) act as the lead on District of Columbia operations, client relationships, and local personnel. The DC Director shall report to and coordinate with the Manager on operational decisions.

(d) Coordination. The Manager and DC Director shall collaborate on hiring, compensation, promotion, and discipline of Company employees; provided, however, that in the event of disagreement, the Manager's decision shall control, subject to Board oversight.

Section 3.01 Board Composition.

The Board shall consist of three (3) members:

IA Manager Seat. One seat shall be held at all times by the Manager, who shall be appointed by Influence Accelerator, LLC ("IA"). The initial Manager is Rachel Cone, or such successor as the IA Board may appoint.

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DC Director Seat. One seat shall be held at all times by a District of Columbia Director, who shall be selected by the Manager.

At-Large DC Seat. One seat shall be elected by the Members holding a majority of all issued Units. Each Member shall have one (1) vote regardless of the number of Units held, solely for purposes of electing this seat. The at-large DC Board member shall serve a two-year term, subject to reelection by the Members at the end of each term.

Voting. Except as otherwise provided herein, each Board member shall have one (1) vote; provided, however, that the IA Manager seat shall have a number of votes equal to the total number of other Board members plus one.

Vacancies. If the at-large DC seat becomes vacant before the expiration of its term, the Members shall promptly elect a replacement to serve the remainder of the term using the same procedure described above. The composition of the Board and Board members serving thereon may be changed from time to time by a vote of at least 65% of all Units. It is anticipated that over time if the Company grows then additional members from District of Columbia will be selected to join the Board. Each Board member shall have one vote; provided, however, Rachel Cone or her successor, as the representative of IA, shall have a total number of votes equal to the number of Board members plus one. So, for example, if the Board has five members including Rachel Cone or her successor, she shall have six votes.

It is the role of the Board to be a policy-setting body for the Company and to have oversight of the Manager. The Board's role is to establish long-term goals and broad Company policy, including a budget, and to report to the Members.

Section 3.02 Meetings of the Board.

(a) Regular or Special Meetings. Regular or special meetings of the Board shall be held at such place and at such time as shall be determined from time to time by the Board, acting by a majority of the votes of the Board, on no less than two (2) days' notice to all Board members. The Board shall produce minutes of all of its meetings.

(b) Notices. Notices of any meetings may (but are not required to) set forth the purpose of the meeting and the business to be transacted at such meeting. A Board member may waive notice of a meeting before or after the meeting. Attendance at a meeting constitutes (i) waiver of objection to lack of notice or defective notice of the meeting, unless the member of the Board at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting, and (ii) waiver or objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member of the Board objects to considering the matter when it is presented.

(c) Participation by Phone. A Board member may participate in a meeting in person or by conference telephone, with the latter constituting presence at the meeting.

(d) Written Consents. Any action permitted to be taken by the Board members at a meeting of the Board may be taken at any time upon the written consent constituting the approval that would be necessary to authorize or take that action at a meeting.

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Section 3.03 Manner of Acting.

Where any provision of this Agreement requires or permits the vote, consent, action or determination of the Board, then the affirmative vote, consent, action or determination at a duly convened meeting of the Board, or by written consent in lieu of a meeting, of a majority of the votes of the Board members shall in each case be the valid action of the Board. For purposes of all voting, each Board member shall have one (1) vote, except that the IA representative (Rachel Cone or her successor) shall have a number of votes equal to the total number of other Board members plus one. In the case of a three-member Board, the IA representative shall therefore hold four (4) votes.

Section 3.04

(a)

(i) a merger involving the Company;

(ii) a material change in the business purpose of the Company as described in **Error! Reference source not found.;**

(iii) an election to tax the Company as other than a partnership for federal income tax purposes;

(iv) issuance of any additional Units beyond the 1,000 authorized Units reflected in Schedule A; or

(v) a distribution of profit other than one that reflects the proportional ownership of the Members shown in Schedule A.

Section 3.05

Subject to Sections 3.04, and 3.05, any contract, agreement, deed, lease, note or other document or instrument executed on behalf of the Company by any individual Board member operating in that capacity shall be deemed to have been duly executed.

Section 3.06 Designation of Officers.

(a) The Manager may delegate the daily operation and certain management functions of the Company to one or more persons designated as officers of the Company (the "Officers") and the Company may have such Officers as the Board may, from time to time, create. Officers of the Company may have such titles as the Manager may determine. Officers need not be Members.

(b) Any Officer designated by the Board shall have the specific power and authority as otherwise delegated to such Officer, from time to time, by the Board; provided that such Officer shall operate the Company subject to (i) the basic policy decisions adopted by the Board, (ii) specific limitations and requirements of this Agreement and any other agreement executed by and between such Officer and the Company, and (iii) limitations imposed under the Act. Notwithstanding any provision in this Agreement or any other agreement to the contrary, no

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Officer shall have the authority, either individually or acting in conjunction with other Officers, to do any act, make any decision, or engage in any transaction which requires the express approval of the Board or Members as set forth in this Agreement, unless such Officer is specifically authorized in a writing executed by the Board or Members (as applicable) necessary to authorize such act, make such decision or engage in such transaction.

(c) Each Officer shall hold office at the pleasure of the Board until his successor is chosen and qualified in his stead or until the earlier of his death, disability, resignation, insanity, retirement or removal from office. Any Officer designated by the Board may be removed at any time and for any reason (with or without cause) by the Board. The designation of an Officer as such shall not of itself create any employment rights or other contractual rights.

(d) The Board may authorize and designate from time to time those individuals (including Officers, if appointed) who are authorized and empowered to execute instruments and documents and otherwise bind the Company in all matters relating to the business of the Company; provided such matters are authorized and approved in accordance with this Agreement.

Section 3.07 Special Disclosures, Consents and Waivers.

(a) Each Member acknowledges, consents and agrees that (i) an Interest in the Company does not provide or grant any Member the right to invest or participate in any other investment opportunity, business opportunity or business matter of or relating to The Southern Group or other IA-related entities (and all such rights, if any, are expressly waived), (ii) The Southern Group and its partners, members, directors, managers, officers and employees retain all rights to act in the best interests of The Southern Group, and in their own best interests with respect thereto, even if such Persons may also be a Member, Manager or Officer of the Company (and any conflicts of interest with respect thereto are expressly waived), and (iii) the other entities affiliated with IA and their respective partners, members, directors, managers, officers and employees retain all rights to act in the best interests of such other IA-related entities, and in their own best interests with respect thereto, even if such Persons may also be a Member, Manager or Officer of the Company (and any conflicts of interest with respect thereto are expressly waived).

Section 3.08 Overhead Sharing.

The Southern Group or IA may from time to time permit the Company to use the offices, personnel and administrative support services of The Southern Group or IA ("Overhead Sharing") to support the Company's business and operations. The Company shall pay or otherwise reimburse for such Overhead Sharing, as may be more particularly agreed upon from time to time by the Board and the management of The Southern Group or IA. The amounts charged to Company for Overhead Sharing shall be reasonably consistent with actual costs and market pricing, and without a profit component, as determined by the Board and management of The Southern Group or IA, in good faith.

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Article 4

Company Interests

Section 4.01 Company Units.

Interests in the Company shall be represented by and divided into Units. As of the Effective Date, there are 1,000 authorized Units, of which 865 Units are issued and outstanding and 135 Units remain unissued and held in reserve. The name of each Member and the number of Units and (and associated Percentage Interest) held by each Member are set forth opposite such Member's name on Schedule A (as the same may be revised from time to time by the Board in accordance with this Agreement). The Board shall cause Schedule A to be updated from time to time to the extent necessary to reflect any changes therein attributable to admissions or withdrawals of Members, issuance of additional Units, or approved Transfers of Units or other transactions with respect to the Units in accordance with the provisions of this Agreement.

Section 4.02 Additional Members and Interests.

(a) Issuance of Additional Interests. The issuance of additional Units is subject to any applicable provisions of **Error! Reference source not found..**

(b) Registration. Upon the admission of a new Member, such Member shall be registered on the records of the Company as a Member, together with the number and class of Units held and any associated Capital Contributions (if any) and Percentage Interest, and **Schedule A** shall be updated accordingly.

(c) No Preemptive Rights. The Members do not have preemptive rights with respect to any new or additional Units in the Company.

Section 4.03

(a) Beginning January 1, 2027, each Member shall be required to make any additional Capital Contributions to the Company in proportion to their ownership percentage in the Company. Prior to that date, IA will be the sole provider of capital to the Company.

(b) In exchange for its Units as reflected in Schedule A, until December 31, 2026, IA shall from time to time make such Capital Contributions to the Company as determined by IA in its sole discretion. Such Capital Contributions shall be open-ended, without restriction as to amount or use, and may be applied to any lawful business purpose of the Company.

Section 4.04 Additional Capital Contributions and Acknowledgment.

(a) In addition to any initial Capital Contribution of a Member in respect of issuance of their Units (if any), the Capital Members may make additional Capital Contributions to the Company in cash (the "Additional Capital Contributions") in proportion to their respective Capital Percentage Interests in the Company, only as requested by the Board from time to time to be

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necessary or appropriate to pay, fund or reserve for any operating expenses, working capital, liabilities, other capital costs or expenses, taxes, other expenses of the Company, or any other amounts relating to the Company's business (including, without limitation, transactions with Acquisition Persons), or for any other Company purpose. Upon the Board making such request for Additional Capital Contributions, the Board shall deliver to the Members a written notice (which may be via e-mail) of the Company's need for Additional Capital Contributions, which notice shall state (i) the general purpose for such Additional Capital Contributions, (ii) the aggregate amount of such Additional Capital Contributions, (iii) each Member's share of such aggregate amount of Additional Capital Contributions based upon such Member's Capital Percentage Interest in the Company, and (iv) the date (which date shall not be less than ten (10) days from the date that such notice is given) on which such Additional Capital Contributions are requested to be made by the Members. For avoidance of doubt, (x) no Member shall have a right to make an Additional Capital Contribution without consent of the Board, (y) and no Member shall have an obligation to pay or loan any Capital Contribution of another Member.

(b) Each Member acknowledges by its execution hereof that it has been admitted to the Company in reliance upon its representations, warranties, acknowledgements, agreements and covenants in this Agreement, that the Board and the Company may have no adequate remedy at law for a breach hereof.

Article 5

Expenses and Borrowing; Construction of Provisions; Affiliate Transactions

Section 5.01 Expenses; Borrowing; Guarantees.

The Members acknowledge and agree that the Board shall have sole discretion to cause the Company to pay or reserve for any actual or anticipated costs, expenses, capital expenditures, acquisition costs, debts or other liabilities of the Company; provided, however, retained earnings shall not exceed three months of total expenses without unanimous approval of the Board. In the sole discretion of the Board, the Company may borrow money from any Person (including, without limitation, any Member or Affiliate of a Member, including The Southern Group) for any Company purpose, on such terms and conditions as the Board may approve. Any conflict of interest relating to the Company borrowing from any of its Members or their Affiliates is hereby waived by the Members. If at the request of the Board or any third-party lender to the Company, any Member or Member's Affiliate personally guarantees any debt or other financial obligation of the Company, such guarantor may be paid a guaranty fee or granted other consideration by the Company as the Board may determine in its sole discretion.

Section 5.02 Construction of Provisions.

The Board (with the consent of a Majority of All Units) shall be authorized to amend, construe and/or interpret the allocation and distribution provisions of this Agreement in order to effect the general intent and purposes of this Agreement and its provisions.

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Section 5.03 Affiliate Transactions; Waiver of Fiduciary Duties.

The Company and Members acknowledge and agree that (a) the Board may from time cause the Company to enter into agreements and transactions with any Member or any Affiliate of any Member (or any partner, member, shareholder, director, manager, officer or employee thereof) on such terms and conditions as the Board may approve in its sole discretion (including, without limitation, The Southern Group, IA, or related entities), (b) IA (as a Manager, as a Member, or in any other capacity) has no obligation to bring any corporate or business opportunity to the Company, excluding any corporate or business opportunity directly related to the Purpose in Section 2.01, and all doctrines and duties in respect thereof or relating thereto are hereby waived with respect to IA, (c) IA and certain of its own managers, members and their respective affiliates are separately affiliated with The Southern Group, and their ownership or partnership in, management of, employment by, or other relationship with The Southern Group shall not be deemed a conflict of interest with respect to the Company or its business (or their corresponding direct or indirect ownership in or management of the Company), and the Members and Company acknowledge and agree that The Southern Group may be competitive with the Company and waive all such conflicts of interest and any claims by the Company (or the Members on behalf of the Company) relating to such competition and any such conflicts, (d) IA and certain of its own managers, members and their respective affiliates are separately affiliated with other IA-related entities, and their ownership or partnership in, management of, employment by, or other relationship with such other IA-related entities shall not be deemed a conflict of interest with respect to the Company or its business (or their corresponding direct or indirect ownership in or management of the Company), and the Members and Company acknowledge and agree that such other IA-related entities may be competitive with the Company and waive all such conflicts of interest and any claims by the Company (or the Members on behalf of the Company) relating to such competition and any such conflicts, (e) to the extent any conflict of interest exists or arises as a result of IA's management, ownership in and/or control of the Company and IA-affiliated members (or its direct and indirect members or managers) separate ownership, management and control of or employment by or affiliation with The Southern Group or other entities of IA-related entities, the Company and the Members hereby waive any and all such conflicts and agree that The Southern Group, its management and equity owners (and other IA-related entities and their respective management and equity owners) are entitled to act for their own account and in their own interests with respect to The Southern Group (or such other IA-related entities) and their businesses without any duty (including without limitation, any fiduciary duty) to or consideration of the interests of the Company or the Members, and (f) to the greatest extent permitted by applicable law, any and all fiduciary duties of the Manager (in its capacity as a Member, Manager or otherwise) are hereby waived.

Section 5.04 TSG Name.

During the period while the License Conditions continue to be satisfied, IA shall directly grant or cause TSG Company to grant a non-exclusive, royalty-free license to the Company to use the TSG Marks. The Company and Members acknowledge and agree that IA or The Southern Group own the TSG Marks and that the TSG Marks are only used by the Company pursuant to a revocable license granted by IA or TSG Company. If the License Conditions are no longer satisfied, then in such case the Company shall promptly cease any and all use of the TSG

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Marks. The Company shall at no time file any trademark or service mark application to register any TSG Marks.

Article 6

Section 6.01

The Company shall maintain a Capital Account for each Member in accordance with Treasury Regulations issued under Section 704(b) of the Code and the provisions of this Agreement.

(a) Credits. To each Member's Capital Account there shall be credited the amount of cash and the Gross Asset Value of any property transferred by such Member to the Company as a contribution to the capital of the Company, such Member's allocated share of Net Profits, any items in the nature of income or gain which are specially allocated pursuant to this Agreement and which would not otherwise be included in the computation of Net Profits and Net Losses, and the amount of any Company liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member (but only to the extent such liabilities are to be credited pursuant to the Code).

(b) Debits. To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's allocated share of Net Losses, any items in the nature of expenses or losses which are specially allocated pursuant to this Agreement and which would not otherwise be included in the computation of Net Profits and Net Losses, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company (but only to the extent such liabilities are to be debited pursuant to the Treasury Regulations).

(c) Transfers. In the event any Interest of a Member in the Company or portion thereof is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest or portion thereof.

Section 6.02 Revaluation of Company Property.

The Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property made by the Company pursuant to the definition of Gross Asset Value; provided that any adjustments hereunder shall be made in accordance with and to the extent provided in Treasury Regulations §1.704-1(b)(2)(iv) (e), (f), and (g).

Section 6.03 Target Accounts.

To aid the Board in the determination of the Capital Accounts of the Members, and the proper allocation of Net Profit and Net Loss under the terms of this Agreement, the Company shall compute a Target Account for each Member from time to time respecting the allocation of Net Profits and Net Losses.

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Section 6.04 Overall Intention of Capital Account Provisions.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. In the event that the Board shall determine that it is prudent to modify the manner in which Capital Accounts or any debits or credits thereto are computed in order to comply with such Treasury Regulations, the Board may make such modifications without the consent of the Members.

Section 6.05 Allocations of Net Profits and Net Losses.

After giving effect to the special allocations and limitations set forth in Section 6.06 and Section 8.03, and subject to Section 6.07 (other rules), Net Profits and Net Losses shall be allocated as follows:

(a) Net Profits and Net Losses. The Company's Net Profit and Net Loss for any fiscal year shall be allocated among the Members in a manner consistent with **Error! Reference source not found.**, as may be determined in the discretion of the Board from time to time.

(b) Notwithstanding any of the foregoing, and after giving effect to any special allocations that are determined by the Board (in consultation with the partnership representative) to be required by law, the Board (in consultation with the Partnership Representative) in its sole discretion may make allocations of Net Profits and Net Loss (and individual items of income, gain, loss, deduction or credit) of the Company among the Members that vary from the above requirements so long as such allocations are reasonably consistent with the Members' economic interests in the Company.

Section 6.06 Substantial Economic Effect.

It is the intent of the Members that the allocations of the Company will meet the requirements for "substantial economic effect" of Section 704(b) of the Code and the Treasury Regulations thereunder to the fullest extent possible. The allocations set forth in this Article 6 shall be interpreted consistently with the foregoing intent, and the allocations shall be amended, if necessary, in order to accomplish this purpose.

Section 6.07 Other Allocation Rules.

(a) Accounting Periods. Net Profits, Net Losses and any other items of income, gain, loss or deduction shall be allocated to the Members pursuant to this Article 6 as of the last day of each fiscal year; provided that Net Profits, Net Losses and such other items shall also be allocated at such times as the Gross Asset Values of Company property are adjusted pursuant to the definition of Gross Asset Value. For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

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(b) Consistency. The Members are aware of the income tax consequences of the allocations made by or that could be made under this **Error! Reference source not found.** and hereby agree to be bound by the provisions of this **Error! Reference source not found.** in reporting their shares of Company income and loss for income tax purposes, except to the extent otherwise required by law.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.07(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

Section 6.08 Tax Allocations.

(a) For each fiscal year, items of taxable income, deduction, gain, loss or credit shall be allocated for income tax purposes among the Members in the same manner as their corresponding book items were allocated pursuant to Section 6.05, Section 6.06, Section 6.07(c) and Section 8.03 for such fiscal year, as modified by the principles of Section 704(c) of the Code. Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

(b) Scope. Allocations pursuant to this Section 6.08 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any other provision of this Agreement.

Section 6.09 Negative Capital Accounts.

Except as may be required by law or the express provisions of this Agreement, no Member shall be required to reimburse the Company for any negative balance in such Member's Capital Account or restore any negative Capital Account of another Member.

Section 6.10 Effect of Allocations.

The Members acknowledge and agree that (a) it is the overriding intent of the parties that the cumulative distributions made by the Company to the Members over the life of the Company pursuant to **Error! Reference source not found.** and Article 8, including distributions made in liquidation of the Company, shall be made among the Members as described in **Error! Reference source not found.**(b) hereof and (b) notwithstanding anything in this **Error! Reference source not found.** or Article 8 to the contrary, the Board shall have the authority to reallocate items of income, gain, loss, and deduction of the Company among the Members so as to achieve the foregoing intent.

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Section 6.11 Tax Matters.

(a) Tax Controversies. Rachel Cone is designated as the initial “partnership representative” of the Company, as the term is used in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015), and to the extent authorized or permitted under applicable law, it is authorized and required to represent the Company and each Member in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs connected therewith. Each Member agrees to cooperate with the partnership representative and to do or refrain from doing any and all such things reasonably required by the partnership representative to conduct such proceedings. The “partnership representative” may be changed at any time by the Board.

(b) Proceedings. Any Member who enters into a settlement agreement with respect to Company items must promptly give the partnership representative notice of the settlement agreement and terms that relate to Company items.

(c) Classification and Tax Elections. The Board is expressly authorized to (i) elect that the Company be classified as a partnership for federal tax purposes, and (ii) to make and revoke (to the extent permitted by law) any election or other action on behalf of the Company for federal, state and local tax purposes with respect to that tax classification, including any election with respect to the preparation and filing of tax returns or any other election which the Company may be entitled to make, and including the election referred to in Code Section 754 or any successor provision. The Members shall supply all information reasonably requested by the Company that is related to any such tax elections.

(d) Fiscal Year / Taxable Year. The fiscal year and taxable year of the Company shall be a calendar year unless a different taxable year is required to be used by the Company pursuant to Section 706 of the Code, in which case such different taxable year will be both the taxable year, and for purposes of this **Error! Reference source not found.**, the fiscal year of the Company.

(e) Admissions or Transfers. In the event of any admission of any Additional Member or transfer by any Member of its Interest, the Board will allocate items of income, credit, gain or loss in accordance with the Code and may make such elections under the Code as it determines to be necessary or appropriate.

Section 6.12 Transfer.

No transfer, assignment or other disposition of any Interest in the Company by a Member shall be effective unless (a) the Board shall have approved such transfer, assignment or other disposition in writing in its sole discretion, and (b) prior to such transfer, assignment or disposition the transferee, assignee or intended recipient of such Interest shall have agreed in writing to be bound by this Agreement in a form satisfactory to the Board.

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Section 6.13 Tax Reporting Consistency.

For United States federal, state and local income tax purposes, each Member shall report the tax items attributable to its participation in the Company on its income tax returns in a manner consistent with the tax treatment of such items as reported to it by the Company.

Article 7

Section 7.01

(a) Approving Distributions. The Company shall make Distributions, if any, at such times and in such amounts, as may be determined by the Board in its sole discretion. The Board may decide to forego payment of Distributions to provide for the retention and establishment of reserves.

(b)

Section 7.02 Tax Distributions.

Notwithstanding the priorities set forth in Section 7.01(b), but subject to Section 7.02, the Board may determine that the Company shall make the following priority distributions: within thirty (30) days after the Company files its federal income tax return, Form 1065, for such taxable period, if approved by a vote of the Board, the Company shall distribute to each Member an amount equal to (a) that portion of the Company's income allocated to such Member for such taxable period *multiplied by* (b) the highest federal marginal income tax rate then in effect, *less* (c) the amount of any distributions to such Member previously made by the Company with respect to such taxable period. Any distribution under this Section 7.04 shall be treated as an advance on distributions to be made under Section 7.01(b)(ii).

Article 8

Dissolution, Liquidation, Winding Up and Withdrawal

Section 8.01 Dissolution.

- (a) The Company will be dissolved upon the first to occur of the following:
- (i) the bankruptcy of the Company; or
 - (ii) the determination of the Board with the consent of a Majority of All Units to dissolve and terminate the Company.
- (b) The Company will not dissolve upon the withdrawal, dissolution, bankruptcy, death or adjudication of incompetence or insanity of any Member.

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Section 8.02 Winding Up.

(a) Subject to Section 8.03, when the Company is dissolved, the property and business of the Company will be liquidated by the Board or its designee or if there is no Board or if the Board is unable to act, a person designated by the Members (the Board or such other person, the “*Liquidator*”).

(b) Within a reasonable period (and subject to the requirements of Treasury Regulations §§1.704-1(b)(ii)(g) and 1.704-1(b)(2)(ii)(b)(2)) after the effective date of dissolution of the Company, the affairs of the Company will be wound up and the Company’s assets will be distributed as provided in the Act. The liquidation shall be carried out as promptly as practicable consistent with obtaining the fair value of the Company’s assets. The Liquidator shall take full account of the Company’s Assets and liabilities and shall determine which Assets shall be distributed in kind and which Assets shall be liquidated. Subject to the Act, Assets of the Company or the proceeds therefrom, shall be applied and distributed in the following order:

(i) To the payment and discharge of all the Company’s debts and other liabilities.

(ii) To the setting up of such reserves as the Liquidator, as applicable, may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company’s business, provided that any such reserve will be held by the Liquidator for the purpose of disbursing such reserves in payment of any such liabilities or obligations and at the expiration of such period as the Liquidator shall deem advisable (but in no event to exceed eighteen months from the date of dissolution), to distribute the balance remaining as provided in this **Error! Reference source not found..**

(iii) To the Capital Members, ratably based upon the ratio of Unreturned Capital due such Capital Member to the aggregate Unreturned Capital with respect to all Capital Members, until the aggregate Unreturned Capital to all Capital Members has been reduced to zero.

(iv) The balance of such assets or proceeds shall be distributed to the Members in accordance with Section 7.01(b)(ii), as described in Section 8.03.

The Members agree that, with respect to the sale of all or substantially all of the assets of the Company, distributions to the Members of net proceeds, if any, shall be made in accordance with this Section 8.02**Error! Reference source not found..**

(c)

Section 8.03 Final Distribution.

After paying liabilities and providing for reserves as set forth in **Error! Reference source not found.**(i)-(ii), the Board or Liquidator shall cause the remaining net assets of the Company to be distributed first to the Members pursuant to Section 8.02(b)(iii) and then the balance to the Members in accordance with the order and priority set forth in **Error! Reference source not found.**(ii) (collectively, the “*Final Distribution*”). Immediately prior to the Final Distribution, the Capital Account balances of the Members shall be adjusted, taking into account all Capital

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Contributions (if any), distributions (other than the Final Distribution), and items of Net Profit and Net Loss (including any allocable items of gross income, gain, loss, and expense includible in the computation of Net Profit and Net Loss) for the taxable year of the Company in which such liquidation occurs and in which the Final Distribution is distributable, such that the Capital Account of each Member immediately prior to the Final Distribution equals (to the fullest extent possible) the distribution to be received by such Member pursuant to the Final Distribution.

Article 9

Accounts, Reports and Auditors; Member Meetings

Section 9.01 Books of Account.

(a) **Requirements.** The Company shall maintain books and records as may be determined by the Board from time to time.

(b) **Records.** The Company shall keep the Company's books and records, including (i) a current list of the full name and last known business or residence address of each Member together with the number and class of Units held by each Member and associated Percentage Interests, along with a record of Capital Contributions made by each Member, (ii) a copy of the Articles, together with executed copies of any powers of attorney pursuant to which the Articles have been executed, (iii) copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent years, (iv) copies of the original of this Agreement and any amendments thereto, (v) financial statements of the Company for the six (6) most recent fiscal years, and (vi) the Company's books and records for at least the current and past six (6) fiscal years.

(c) **Confidential Information.** Notwithstanding any other provisions of this Agreement, unless otherwise required by law, the Company shall not be required to disclose any Confidential Information of or received by the IA in connection with its operations or business (including to the Service Provider Members) to the extent the Board determines that disclosure may harm IA or that there is another business justification for non-disclosure. Each Member acknowledges that all information it receives about IA or its business is deemed to be Confidential Information, except for any information that is generally available to the public other than through a breach by a Member of its obligations under this Agreement. Each Member agrees that it shall not use (except for purposes reasonably related to its interest in the Company), publish, disseminate, distribute or otherwise disclose all or any portion of such Confidential Information (except for any information that is generally available to the public other than through a breach by a Member of its obligations under this Agreement) without the prior written approval of the Board. If a Member receives either a request to disclose any confidential information under the terms of a subpoena or order issued by a court or other governmental authority or advice of legal counsel that disclosure is required under applicable law, such Member agrees that, prior to disclosing any Confidential Information, it shall (i) immediately notify the Company of the existence and terms of, and the circumstances attendant to, such request or advice, (ii) consult with the Company as to the advisability of taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure and (iii) if disclosure is required, cooperate with the Company to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such

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portion of the confidential information as is required to be disclosed. Each Member acknowledges that Members may be subject to laws or regulations which require such Members to disclose to federal, state or local government bodies, agencies or instrumentalities, or to the public information received by the Member from the Company; however, that each Member shall take reasonable steps to maintain the confidentiality of the information provided.

Section 9.02 Accounting and Reports.

(a) Financial Statements. Proper and complete records and books of account of the business of the Company shall be maintained at the Company's principal place of business.

(b) Income Tax Information. The Company shall use commercially reasonable efforts to provide each Member within ninety (90) days after the end of each fiscal year the information necessary for such Member to complete its federal income tax returns. The Board shall cause to have prepared and filed all required income tax returns for the Company.

Section 9.03 Meetings of the Members.

(a) Meetings. Meetings of the Members shall be held if, as and when called by the Board, at such date, time and place as the Board shall select, within the District of Columbia or Florida. Written notice stating the place, date and time of the meeting shall be given not fewer than seven (7) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Board. Meetings of the Members may also be called by Members holding at least 25% of the Company's Units.

(b) Quorum; Voting. A quorum of any meeting of the Members shall require the presence of the Members holding a Majority of All Units (or such greater amount as may be required pursuant to other provisions of this Agreement). An action of the Members may be taken by the Members at any meeting at which a quorum is present with the affirmative vote of the Members holding a Majority of All Units (or such greater Percentage Interest as may be required with respect to such matter to be approved pursuant to other express provisions of this Agreement). Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(c) Written Consent. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by electronic transmission, by the Members holding a Majority of All Units (or such greater Percentage Interest as may be required with respect to such matter to be approved pursuant to other express provisions of this Agreement, as applicable). A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

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Article 10

Liability; Indemnification

Section 10.01 Liability of the Board.

(a) No member of the Board shall be liable to the Company or any Member for any act or omission taken or suffered by such member of the Board in good faith, *except*:

(i) in the case of a member of the Board's own acts or omissions constituting bad faith, fraud, gross negligence or willful misconduct of the member of the Board,

(ii) in the case of any Manager of the Company or member of the Board that executes any contract, agreement, deed, lease, note or other document or instrument on behalf of the Company in bad faith, by fraud, by gross negligence or by willful misconduct;

(iii) a material breach of this Agreement,

(iv) a breach of an Other Agreement, or

(v) which constitute a material breach of the securities laws by, or result in a criminal conviction (other than for minor offenses such as traffic violations) of the member of the Board.

(b) No Member shall be liable to the Company or the Members for any action taken by any other Member.

(c) A member of the Board shall incur no liability in acting upon any signature or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an executive officer of any person in order to ascertain any fact with respect to such person or within such person's knowledge and may rely on an opinion of counsel selected by such member of the Board with respect to legal matters, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or material breach of this Agreement or breach of an Other Agreement. Each member of the Board may act directly or through its agents or attorneys. Each member of the Board may consult with counsel, appraisers, engineers, accountants and other skilled Persons of its choosing, and shall not be liable for anything done, suffered or omitted in good faith in reasonable reliance upon the advice of any of such persons, provided that such persons have been selected with reasonable care, except to the extent of such member of the Board's own fraud, gross negligence, willful misconduct, material breach of this Agreement, breach of an Other Agreement, material breach of securities laws or criminal conviction (other than for minor offenses such as traffic violations). No member of the Board shall be personally liable to the Company or any Member for any error of judgment made in good faith by a responsible officer or officers of the member of the Board, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or breach of an Other Agreement. Except as otherwise provided in this Section 10.01, no member of the Board shall be liable to the Company or any Member for any mistake of fact or judgment by the member of the Board in conducting the affairs of the Company or otherwise acting in respect of and within the scope of this Agreement, except to the extent of such member of the Board's own fraud, gross negligence

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or willful misconduct or material breach of this Agreement or breach of an Other Agreement. No member of the Board shall be liable for the return to any Member of all or any portion of any Member's Capital Account or Capital Contributions, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct or material breach of this Agreement or breach of an Other Agreement.

Section 10.02 Indemnification of the Board.

The Company shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each such member of the Board against all claims, liabilities and expenses of whatever nature relating to activities undertaken in connection with the Company, including, but not limited to, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees and expenses, including all expenses referred to in Section 10.03, reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, before any court or administrative body in which such member of the Board may be or may have been involved as a party or otherwise or with which such member of the Board may be or may have been threatened, while acting as such member of the Board, except to the extent of such member of the Board's own fraud, gross negligence or willful misconduct, material breach of this Agreement, breach of an Other Agreement, or for acts or omissions that constitute a material breach of the securities laws by, or result in a criminal conviction (other than for minor offenses such as traffic violations) of the member of the Board or such other person. The Board may, in its sole discretion, waive any of its rights under this Section 10.02 or 10.03.

Section 10.03 Expenses, etc.

Expenses incurred by a member of the Board in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the member of the Board to repay such amount if it shall be determined ultimately by a court of competent jurisdiction that the member of the Board is not entitled to be indemnified hereunder. The right of any member of the Board to the indemnification provided herein shall be cumulative with, and in addition to, any and all rights to which such member of the Board may otherwise be entitled by contract or as a matter of law or equity and shall extend to such member of the Board's successors, assigns and legal representatives. All judgments against the Company and the Board, in respect of which the Board is entitled to indemnification, shall first be satisfied from the Company assets (including Capital Contributions) before the Board is responsible therefor.

Section 10.04 Notices of Claims, etc.

Promptly after receipt by a member of the Board of notice of the commencement of any proceeding, such member of the Board will, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the commencement of such proceeding, provided that the failure of any member of the Board to give notice as provided herein shall not relieve the Company of its obligations under this Article 10, except to the extent that the Company is actually prejudiced by such failure to give notice. In case any such proceeding is brought against a member of the Board (other than a derivative suit in right of the Company), the

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Company will be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to such member of the Board. After notice from the Company to such member of the Board of the Company's election to assume the defense of such proceeding, the Company will not be liable for expenses subsequently incurred by such member of the Board in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such member of the Board of a release from all liability in respect to such claim or litigation.

Article 11

Transfers; Miscellaneous

Section 11.01 Transfers and Assignability.

(a) Member Transfer. No Member may Transfer all or any part of the Member's Units or other Interest in the Company or in this Agreement, except with the prior written consent of the Board (which consent may be withheld for any reason or no reason in sole discretion of the Board); provided further in each instance: (i) the proposed transferee assumes all the obligations of the original Member, or such part thereof as if proportionate to the portion of the transferring Member's Interest that is transferred; (ii) the proposed Transfer would not, in the opinion of the Company's counsel, create a material risk of subjecting the Company or any Member to any governmental regulation or require any registration which the Board believes to be significant; and (iii) each transferee agrees to become and assume the obligations of a Member pursuant to this Agreement on terms and conditions acceptable to the Board.

(b) Conditions of Transfer. Without any limitation, no Transfer of any Interest in the Company will be allowed by the Board if such Transfer or the actions to be taken in connection with that Transfer would:

- (i) result in a violation of any law, rule or regulation by the Company;
- (ii) cause the termination or dissolution of the Company;
- (iii) cause the Company to be classified other than as a partnership for federal income tax purposes;
- (iv) cause the Company to be classified as a "publicly traded partnership" within the meaning of Section 7704 of the Code;
- (v) require the Company to register as an investment company under the Investment Company Act; or
- (vi) cause the assets of the Company to be treated as assets of an employee benefit plan under regulations adopted pursuant to ERISA.

The Member transferring its Interest shall bear all costs of the Company in effecting such Transfer, as determined by the Board, unless waived by the Board in its sole discretion. The

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transferor and transferee shall execute such documents and instruments and supply such opinions of counsel as the Board may in its discretion request on behalf of the Company.

(c) Substituted Members. Notwithstanding a Transfer pursuant to this Section 11.01, no transferee shall become a substituted Member within the meaning of the Act unless the Board expressly and in writing consents to the substitution, and such transferee:

(i) elects to become a substituted Member by delivering a written notice of such election to the Board;

(ii) executes and acknowledges such other agreements and instruments as the Board may deem necessary or advisable to effect the admission of such person as a substituted Member, including without limitation the written acceptance and adoption by such person of the provisions of this Agreement; and

(iii) pays a reasonable transfer fee to the Company which is sufficient to cover all reasonable expenses connected with the admission of such person as a substituted Member within the meaning of the Act, unless such fee is waived by the Board in its sole discretion; and if all steps shall be taken which, in the opinion of the Board, are reasonably necessary to admit such person under the Act and this Agreement as a substituted Member, then such person shall thereupon become a substituted Member within the meaning of the Act.

(d) Company Repurchase Right for Disengaged Member. If a Service Provider Member's Service Relationship is terminated for any reason (including for Cause, without Cause, by resignation, or as a result of death or Disability) or if the Service Provider Member engages in any Cause event as determined by the Board in its sole discretion, or if a Service Provider Member is or becomes a Member in Competition (in each case, hereafter a "Disengaged Member"), the Company shall have the right (but not the obligation) to purchase and redeem any or all of such Disengaged Member's Units in this Company. The Company shall give written notice to the Disengaged Member (or their estate, if applicable) (the "Repurchase Notice") of any election to purchase and redeem any such Units of the Disengaged Member (the "Repurchased Units") within one hundred eighty (180) days of the date that the Service Provider Member's Service Relationship was terminated, or of the date that the Service Provider Member was determined to have engaged in a Cause event as defined in this Agreement, or of the date that the Board first became aware that the Service Provider Member was a Member in Competition, as applicable. The purchase price for the Repurchased Units (the "Repurchase Price") shall equal (i) in the case of a Disengaged Member whose Service Relationship terminated as a result of death, disability, termination without Cause or resignation, an amount equal to the Fair Market Value of the Repurchased Units, or (ii) in the case of a Disengaged Member whose Service Relationship was terminated for Cause or has engaged in a "Cause" event or who is a Member in Competition, an amount equal to One and No/100 Dollar (\$1.00) per Unit; each Member agrees that the discount of the Repurchase Price under subsection (ii) is without prejudice to the other rights and remedies of IA respecting the breaches, defaults, acts or omissions of the Disengaged Member or the rights of the Company under any Award Agreement, an Other Agreement or other applicable provisions of this Agreement. The Repurchased Units shall be valued by the Board either as of the date such Service Provider Member was determined to be a Disengaged Member hereunder, or as of the date of the Repurchase Notice hereunder, as elected by the Board in its sole discretion. The Repurchase Price

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may be paid by the Company either (x) in cash, or (y) via delivery of an unsecured, subordinated promissory note, with a term of three (3) years, and an interest rate equal to the short-term Applicable Federal Rate on the date of such note, payable either in three equal annual installments with the first payment due one-year from the date of the note or in a single lump sum at maturity (at the election of the Board), and otherwise in such form of note (including right of prepayment) as determined by the Board. The closing shall take place at a time and place designated by the Board within ninety (90) days of the date of the Repurchase Notice, and the Disengaged Member (or his/her estate, as applicable) shall execute and deliver at such closing such transfer documentation respecting such Repurchased Units as may be requested by the Board in return for delivery of the Repurchase Price. A Disengaged Member shall cease to have any interest in the Company on account of or with respect to such Repurchased Units. Upon any election by the Board to purchase a Disengaged Member's Interest in accordance with this Section, the Board may assign to select other Members or select members or employees of IA or other Persons, as the Board may determine in its sole discretion (and without the consent of the Disengaged Member or any other Members), the Company's purchase rights hereunder. Further, for avoidance of any doubt and without limitation, any Service Provider Member that violates at any time any of his/her restrictive covenant obligations to IA (including, without limitation, noncompete, non-solicit, confidentiality, or non-defamation obligations) may be deemed a Disengaged Member for "Cause" under this Section by the Board in the Board's sole discretion. In the event of any assignment of the Company's purchase right hereunder in any case, the applicable purchase and sale documentation shall still be subject to the approval of the Board, and the applicable closing date shall still be set by the Board.

(e) Company Repurchase Right for Involuntarily Transferred Interest. In the event any Member's Units are involuntarily transferred by a Member (the "Dispossessed Member") to any person or entity other than the Company, including, without limitation, a trustee in Bankruptcy, a purchaser at a judicial or creditor's sale, a spouse in a divorce proceeding, or a guardian or conservator (the "Involuntarily Transferred Interest"), the Company shall have the right (but not the obligation) within one hundred twenty (120) days after receipt by it of actual notice of such transfer, to purchase all or any portion of the Involuntarily Transferred Interest on the terms and at the purchase price set forth herein by giving written notice to the Dispossessed Member. Upon the purchase by the Company as described herein, the Dispossessed Member shall be dissociated from the Company. The purchase price for the Involuntarily Transferred Interest shall be an amount equal to One Hundred Dollars (\$100.00) per Unit. The purchase price may be paid by the Company either (x) in cash, or (y) via delivery of an unsecured, subordinated promissory note, with a term of three (3) years, and an interest rate equal to the short-term Applicable Federal Rate on the date of such note, payable either in three equal annual installments with the first payment due one-year from the date of the note or in a single lump sum at maturity (at the election of the Company), and otherwise in such form of note (including right of prepayment) as determined by the Company. The closing shall take place at a time and place designated by the Board, and the Dispossessed Member or the transferee of the Involuntarily Transferred Interest, as applicable, shall execute and deliver such transfer documentation as may be requested by the Company. Upon any election by the Board to purchase a Dispossessed Member's Interest in accordance with this Section, the Board may assign to select other Members or select employees of the Company, as the Board may determine in its sole discretion (and without the consent of the Dispossessed Member or any other Members), the Company's purchase rights hereunder. In the event of any assignment of the Company's purchase right hereunder in any case, the applicable purchase and

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sale documentation shall still be subject to the approval of the Board, and the applicable closing date shall still be set by the Board.

(f) Allocation of Opportunity to Purchase Units on a Board Approved Transfer. The Members agree that, if the Board in its sole discretion is determined to allow a Transfer of Units by a Member, it may (but is not required to) set such additional conditions with respect to granting such approval of the subject Transfer as it may determine, including without limitation, (i) providing only certain Members or employees of IA or other Persons with an opportunity to purchase the Units subject to the Transfer (but excluding some from such opportunity), (ii) conditioning its approval on the transferring Member only selling to certain Members or employees of IA or certain other Persons selected by the Board and in such proportions among such approved Persons as the Board requires, and/or (iii) requiring that such Transfer of Units be made at a certain purchase price or within a certain purchase price range; provided that, for avoidance of doubt, nothing in the foregoing sentence with respect to purchase price affects the purchase price for transactions under subsection (d) or (e) above. Without limitation of the foregoing Board rights, the Board may also determine, in its sole discretion (and without any obligation to do so), to have the Company repurchase Units from a Member desiring to sell their Units back to the Company and may request Additional Capital Contributions for such purpose.

Section 11.02 Binding Agreement.

Subject to the provisions of Section 11.01, this Agreement is binding upon, and inures to the benefit of, the heir, successor, assign, executor, administrator, committee, guardian, conservator or trustee of any Member.

Section 11.03 Gender.

As used in this Agreement, masculine, feminine and neuter pronouns include the masculine, feminine and neuter; and the singular includes the plural.

Section 11.04 Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail (so long as no error message is received by sender) or facsimile (with confirmation of transmission) if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address in the records of the Company or at such other address as such party may designate from time to time by written notice to the Company.

Section 11.05 Setoff.

In the sole discretion of the Board, the Board may cause the Company to apply all or any portion of any distribution or other payment otherwise to be paid by the Company to any Member to amounts owed by such Member to the IA Group, and each Member consents thereto.

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Section 11.06 Counterparts.

This Agreement and any amendment to this Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument. A facsimile or electronic signature shall be deemed an original.

Section 11.07 Amendments.

(a) General Amendments. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement may not be modified or amended except by a written document duly executed by the Board; unless such modification or amendment is objected to in writing within seven (7) days following notice of such modification or amendment to the Members by the Members holding at least fifty percent (50%) of the Percentage Interests, then the Members shall be deemed to have approved and accepted such modification or amendment. In addition, this Agreement shall be deemed amended automatically to: (i) to reflect changes validly made pursuant to the other express provisions of this Agreement (including, without limitation, updating any exhibits or schedules hereto); or (ii) as may be required to implement (A) Transfers of Interests of Members made in accordance with this Agreement, or (B) the admission of any substitute Member or new Member in accordance with the provisions of this Agreement. Any amendments duly adopted in accordance with the terms of this Agreement shall be binding on all Members.

Section 11.08 Further Assurances.

Each Member shall execute and deliver to the Company within ten (10) days after receipt of the Company's request therefor such further designations, and other instruments as the Board reasonably deems necessary to carry out the terms of this Agreement.

Section 11.09 Applicable Law.

This Agreement is governed by and shall be construed in accordance with the laws of the District of Columbia, without reference to its principles of conflict of laws.

Section 11.10 Severability.

If any one or more of the provisions contained in this Agreement, or any application of any such provision, is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and all other applications of any such provision will not in any way be affected or impaired.

Section 11.11 Miscellaneous.

(a) Section Headings. Section and other headings 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 this Agreement or any provisions hereof.

(b) Entire Agreement. This Agreement, including the schedules or exhibits hereto, represents the entire agreement of the parties with respect to the subject matter hereof. This Agreement nullifies and supersedes all previous Operating Agreements entered into pertaining to

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the Company. The Unit ownership reflected in Schedule A are, as of the date of this Agreement, deemed to conclusively and accurately reflect the ownership interests in the Company. This Agreement supersedes all prior and contemporaneous operating agreements, understandings, and arrangements, whether oral or written, with respect to the Company.

(c) Partition. Each Member agrees that it shall not cause a partition of any of the Company's property, whether by court action or otherwise, it being agreed that any such action would cause a substantial hardship to the Company and would be in breach and contravention of this Agreement.

(d) Legal Counsel. Each Member and Manager hereby agrees and acknowledges that IA's legal counsel prepared this Operating Agreement on behalf of, and in accordance with, its representation of only IA, and that:

(i) The books and records of the Company are to be maintained at the principal office of the Company.

(ii) The Members and Managers have been advised that a conflict of interest may exist among their interests and relative to one another; and

(iii) Each Member and Manager has had the opportunity to seek the advice of independent legal counsel prior to executing this Operating Agreement, and represent that they have reviewed this Operating Agreement, understand its impact and content, and have had the opportunity to receive appropriate advice as to its legal, tax, and accounting effects.

Section 11.12 Venue and Dispute Resolution.

This Agreement is governed by District of Columbia law. Any disputes arising under any of the transaction documents would be resolved by binding arbitration conducted in Washington, D.C. in accordance with the Expedited Rules then in force of JAMS.

Section 11.13 Power of Attorney.

In addition to any other powers of attorney granted by a Member, each Member hereby constitutes and appoints the Manager, with full power of substitution, as the Member's true and lawful representative and attorney-in-fact, and agent of the Member, to make, execute, sign, join, adopt, acknowledge, verify, swear to, transfer, cause, complete, deliver, record and file, in the Member's name, place and stead:

(a) any filings in the District of Columbia which the Board deems necessary to continue the Company as a limited liability company in the District of Columbia (e.g. Annual Reports, Articles of Organization), or

(b) any filings required in other United States jurisdictions in which the Board has determined that the Company plans to conduct business;

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(c) any filings or certificates in the District of Columbia, and all other jurisdictions in which the Company conducts or plans to conduct its affairs, required to operate under an assumed or fictitious name of the Company;

(d) following a vote of the Board, sufficient documents necessary to (i) admit a Member as a member of the Company in accordance with the terms of this Agreement, or (ii) effect the addition, substitution or removal of any member pursuant to this Agreement;

(e) following a vote of the Board to dissolve and terminate the operations of the Company, execute conveyances and other instruments which the Board deems necessary to reflect the dissolution and termination of the Company pursuant to the terms of this Agreement;

Unless attached as an Other Agreement to this Agreement, no other powers of attorney related to this Agreement exist.

Section 11.14 Interpretation.

Each reference herein to a particular person shall include a reference to such person's successors and permitted assigns. A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms. A reference to any law, rule, regulation or statute includes any amendment or modification thereto. The words "herein" "hereof," "hereunder," "hereto," and words of like import shall refer to this Agreement as a whole and not any particular article, section or subdivision of this Agreement. A reference to an Article, Section, Exhibit or Schedule is a reference to the Article, Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The schedules hereto shall be deemed as fully a part of this Agreement as if set forth herein in full. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. In this Agreement, the singular includes the plural, and the plural includes the singular, pronouns stated in the neuter gender shall include the masculine, the feminine and the neuter, and the words "including," "include" and "includes" shall be deemed to be followed by the words "without limitation."

Section 11.15 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 the following affirmative duties (each of which constitutes a material unperformed, future obligation): (a) the duty and obligation not to transfer his, her or its membership interests in the Company except in accordance with the terms and conditions of Section 11.01; (b) the duty and obligation not to bring any action for appraisal rights under 0; and (c) the duty and obligation not to bring an action for partition under Section 11.11(c). 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 law governing this Agreement, including, without limitation, the restrictions of the rights of a creditor of a Member or transferee.

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Section 11.16 Corporate Transparency Act.

Each Member shall promptly, but within not more than five (5) days:

(a) Provide to the Company any information that the Board deems necessary or advisable to obtain from such Member in order for the Company or any of its Affiliates to comply with the CTA, including:

(i) such Member's, or with respect to a Member that is not a natural Person (an "**Entity Member**"), each of such Entity Member's Indirect Owners,' true and correct CTA Information or the true and correct FinCEN Identifier assigned to them by FinCEN; and

(ii) such information or documents as may be necessary in order for the Company or any of its Affiliates to determine whether such Member or any of such Member's Indirect Owners or controllers are Beneficial Owners of the Company or any of the Company's Affiliates (collectively, "Beneficial Ownership Information").

(b) Notify the Company of any change or inaccuracy in or to any of such Member's, or in the case of an Entity Member, any of such Entity Member's Indirect Owners,' CTA Information most recently provided to the Company, including:

(i) a change in such Member's or Indirect Owner's legal name, date of birth, or residential street address;

(ii) a change in the name, date of birth, address, or unique identifying number on such Member's or Indirect Owner's Acceptable Identification Document; or

(iii) in the case of an Entity Member, as may result from a change in the direct or indirect ownership or control of such Entity Member.

(c) Notify the Company of any amendment, modification, supplement, or other change (other than an immaterial change that could not reasonably be expected to affect who may be a Beneficial Owner of the Company or any Company Affiliate) in or to any Beneficial Ownership Information previously provided by such Member to the Company.

Article 12

Appraisal Rights Waiver

Each Member hereby expressly waives any and all of his, her or its statutory or common law dissenter or appraisal rights, including but not limited to waiving his, her or its dissenter and appraisal rights under the Act, including, without limitation, waiving any rights in Sections 57D-9-41 through 43.

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{Signature Pages Follow}

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IN WITNESS WHEREOF, the parties to this Limited Liability Company Agreement have executed this Agreement effective as of the date first written above.

MANAGER:	
Influence Accelerator, LLC	
By: _____ Rachel Cone, CEO	
MEMBERS:	
By: _____ Chase Kroll, Founding Partner	By: _____ Daniel Diaz-Balart, Founding Partner
Influence Accelerator, LLC	The Southern Group of North Carolina, LLC
By: _____ Sydney Ridley, Chair	By: _____ Rachel Cone, Managing Partner
The Southern Group of South Carolina 2005, LLC	By: _____ Edgar Castro, Partner
By: _____ Brandon Dermody, Managing Partner	By: _____ Kevin Hofmann, Partner
By: _____ Beau Rothschild, Partner	By: _____ Christopher Hagan, Partner

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TSG ADVOCATES DC, LLC
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

SCHEDULE A

Units, Capital Contributions and Percentage Interests

Note: This Schedule shall be updated upon any issuance or transfer of Units and shall reflect total Units outstanding, each Member's capital contributions, and corresponding ownership percentages.

<u>Member</u>	<u>Units</u>	<u>Capital Contributions</u>	<u>Percentage Interest</u>
Influence Accelerator, LLC	510		51%
Chase Kroll	100	\$0	10%
Daniel Diaz-Balart	100	\$0	10%
The Southern Group of North Carolina, LLC	40	\$160,000	4%
The Southern Group of South Carolina 2005, LLC	40	\$160,000	4%
Edgar Castro	25	\$0	2.5%
Beau Rothschild	25	\$0	2.5%
Kevin Hofmann	20	\$0	2%
Christopher Hagan	5	\$0	0.5%
Total Units issued	865		86.5%
Unissued Reserve Units	135		13.5%
Total Units authorized	1,000		100%