DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS

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:
Geopolitical Solutions LLC

Second: The street address of the initial principal office:
1717 N Street NW STE 1
Washington, District of Columbia 20036

Third: Registered agent's name and address in the District of Columbia:
REGISTERED AGENTS INC.
1717 N STREET NW, SUITE 1
Washington, District of Columbia 20036

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:

Fifth: Effective Date: 8/15/2019

Sixth: Miscellaneous Provisions:

Seventh: Organizers Name & Address:

Name	Address
Riley Park	1717 N Street NW STE 1, Washington, District of Columbia 20036

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;

Amount Paid: $270.00
Date: 8/19/2019 7:34 AM
E-Signed

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OPERATING AGREEMENT OF
GEOPOLITICAL SOLUTIONS LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into effective as of the 15th day of August, 2019 by and among the undersigned parties.

RECITALS:

A. Geopolitical Solutions LLC (the "Company") was formed on August 15, 2021, pursuant to the Act.

B. The Members have agreed to enter into this Agreement to regulate the affairs of the Company, the conduct of its business, and the relations of its Members.

TERMS OF AGREEMENT:

ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY

The parties hereto agreed to the formation of the Company effective August 15, 2019, which is the date on which the Certificate of Formation of the Company was accepted for filing by the District of Columbia Department of Licensing and Consumer Protection (the "Department").

ARTICLE II
NAME

The name of the Company is "Geopolitical Solutions LLC".

ARTICLE III
DEFINITIONS

Section 3.1. "Act" means the District of Columbia Limited Liability Company Act, as amended and in force from time to time.

Section 3.2. "Agreement" means this Operating Agreement, as amended, modified or supplemented from time to time.

Section 3.3. "Capital Account" means, with respect to each Member, a capital account maintained in accordance with the provisions of Section 1.704-1(b)(2)(iv) of the Regulations.

Section 3.4. "Capital Contribution" means, with respect to each Member, the amount of money or the net fair market value of any property contributed to the Company in accordance with Article V or Article VIII.

Section 3.5. "Code" means the Internal Revenue Code of 1986, as amended.

Section 3.6. "Membership Interest" means the interest in the Company owned by a Member and shall include (i) the Member's right to vote on Company matters and participate in its affairs ("governance rights"), as set forth in this Agreement and as otherwise required by the Act, and (ii) the percentage interest in which the Member shares in the capital, net profits, net losses and distributions of the Company ("financial

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rights"), as stated in Schedule A.

Section 3.7. "Net Distributable Cash" as used herein shall mean all cash and funds received by the Company (other than funds received as Capital Contributions, Net Loan Proceeds or Net Liquidation Proceeds) less the sum of the following to the extent made from such cash and funds received by the Company (but not to the extent made from other sources, including without limitation from Capital Contributions, Net Loan Proceeds, or cash reserves maintained by the Company): (1) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (2) all cash expenditures (including capital expenditures) incurred incident to the operation of the Company's business and investment affairs; and (3) such cash reserves and additions thereto as the Members shall determine are advisable and in the best interests of the Company, having due regard for the interests of the Members.

Section 3.8. "Net Loan Proceeds" means the proceeds of any borrowing made by the Company whether or not secured by a security interest in its property, less (1) the unpaid principal balance of, any accrued interest on, prepayment costs of, or other fees or expenses incident to, any indebtedness of the Company paid out of the proceeds of such borrowing, (2) the costs and expenses incurred by the Company (including commitment fees, placement fees, brokerage commissions, attorneys' fees, appraisal fees and other customary loan costs and fees) in obtaining such borrowing, (3) all cash expenditures (including capital expenditures) necessarily incurred incident to the normal operation of the Company's business or investment affairs, paid out of the proceeds of such borrowing and (4) such reasonable cash reserves and additions thereto made out of the proceeds of such borrowing as the Members shall determine are advisable and in the best interests of the Company, having due regard for the interests of the Members.

Section 3.9. "Net Liquidation Proceeds" means the amount of money, the principal amount of any indebtedness due to the Company and the fair market value (as of the date of distribution) of any and all other property, distributed in liquidation of the Company pursuant to Article XV below.

Section 3.10. "Permitted Transferee" means (i) a lineal descendant of a Member, including a descendant by adoption; (ii) any parent, spouse or sibling of a Member; (iii) a descendant of a sibling of a Member including a descendant by adoption; (iv) a trust created for the benefit of anyone in (i) through (iii) above; (v) a beneficiary of a trust which is a Member; (vi) the estate of a deceased Member; (vii) a corporation, partnership or limited liability company all of the shareholders, partners or members of which, as the case may be, are persons described in (i) through (vi) above, (viii) any shareholder, partner or limited liability company of a corporation, partnership or limited liability company, as the case may be, which is a Member and which is described in (vii) above; and (ix) any other Member.

Section 3.11. "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated by the United States Treasury Department under the Code, as the same may be amended from time to time.

Section 3.12. "Schedule A" means the list of Members, their names and addresses, and their Capital Contributions made to the Company, as in effect at the relevant time, including any amendments, modifications, or supplements made from time to time, which shall be kept by the Members among the books and records of the Company and made available for inspection and examination by any Member during reasonable business hours.

ARTICLE IV
BUSINESS

The business of the Company shall be to public relations, digital communications, and all things necessary, suitable, convenient, or proper for, and in connection with, or incidental to, the accomplishment of

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such purpose.

ARTICLE V
MEMBERS

Section 5.1. The names and addresses of the Members are as set forth in Schedule A. With the unanimous consent of the Members, the Company may admit additional Members into the Company and issue Membership Interests to such additional Members on such terms and conditions as the Members deem appropriate (including the amount of the Capital Contribution to be made by any additional Member).

Section 5.2. Unless named in this Agreement, or unless admitted to the Company as a substituted or new Member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by a Member or by reason of the death or bankruptcy of a Member, except as otherwise provided in this Agreement.

Section 5.3. Except as expressly provided under the Act or as expressly agreed to by the Member, a Member shall have no personal liability to the Company, to any other Member, or to creditors of the Company for the debts of the Company or any of its losses beyond the amount committed by such Member to the capital of the Company as stated in Article VIII.

ARTICLE VI
PERPETUAL EXISTENCE

The term of the Company shall commence on the date that the Articles of Organization were filed with the Department and shall continue in existence in full force and effect until terminated in accordance with the provisions of this Agreement.

ARTICLE VII
REGISTERED OFFICE; RESIDENT AGENT

The initial registered agent of the Company is Registered Agents Inc. The registered agent's address is Registered Agents Inc., 1717 N Street NW, Suite 1, Washington, District of Columbia 20036.

ARTICLE VIII
CAPITAL CONTRIBUTIONS

Section 8.1. The Members shall contribute, as their initial Capital Contributions to the Company, the consideration listed opposite each Member's name on Schedule A.

Section 8.2. Additional members may be admitted into the Company on such terms and conditions as may be agreed upon by all the Members.

Section 8.3. The Members may loan funds to the Company, or arrange for a loan from one or more of the other Members to the Company, to fund the business operation of the Company. Any such loan shall be in such amount and on those terms upon which the Members determine. During any period that any loan from any Member is outstanding, no distributions of Net Distributable Cash shall be made to the Members unless the Members determine otherwise.

Section 8.4. Except as provided in this Article VIII, the Members shall have no obligation to contribute capital to the Company. The provisions of this Article VIII are not for the benefit of any creditor of

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the Company or any other person other than a Member to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any Member, and no creditor or other person shall obtain any rights under Article VIII or, by reason of such Article, or be able to make any claim under such Article in respect of any debts, liabilities or obligations against the Company or any Member.

ARTICLE IX
ALLOCATION OF PROFIT AND LOSS

Section 9.1. The net profits realized by the Company, whether from its operations for each fiscal year or from the sale or other disposition of all or any portion of its property, shall be allocated to the Members in proportion to their respective percentages of Membership Interest, as set forth in Schedule A.

Section 9.2. The net losses realized by the Company, whether from its operations for each fiscal year or from the sale or other disposition of all or any portion of its property, shall be allocated to the Members in proportion to their respective percentages of Membership Interest, as set forth in Schedule A.

Section 9.3. In the event there is a change in any Member's Interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Member's interest in the Company pursuant to Article XIV hereof), net profits and net losses shall be appropriately allocated among the Members to take into account the varying interests of the Members as required by Section 706(d) of the Code.

Section 9.4. The determination of each Member's share of each item of income, gain, deduction, loss or credit of the Company for any period or year shall, for purposes of Sections 702 and 704 of the Code, be made in accordance with the allocations set forth in this Article IX.

Section 9.5. The Members shall have the power and authority to determine, in accordance with Section 1.704-3 of the Regulations or any other controlling statute, rule or regulation, the manner in which the Company shall allocate income, gain, loss or deduction that is realized by the Company and subject to Section 704(c) of the Code.

Section 9.6. Notwithstanding any other provision in this Article IX to the contrary, in order to comply with the rules set forth in the Regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

(a) "Partner nonrecourse deductions" as described and defined in Section 1.704-2(i)(1) and (2) of the Regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability.

(b) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(i)(4) of the Regulations.

(c) Items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations, relating to unexpected deficit capital account balances (after taking into account all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Regulations).

Because the allocations set forth in this Section 9.6 (the "Regulatory Allocations") may effect results not consistent with the manner in which the Members intend to divide Company distributions, the Members are

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authorized to divide other allocations of net profits, net losses, and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Members under Article X but for the application of the Regulatory Allocations. The Members shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the related Regulations. The Members shall also have discretion to make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

Section 9.7. The net profits and net losses of the Company shall mean, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Section 703(a) of the Code (including items required to be stated separately under Section 703(a)(1)). Net profits and net losses shall be increased by any tax-exempt income and shall be decreased by any expenditures that are not deductible in computing taxable income and that are not capitalized. Net profits and net losses shall be properly adjusted to reflect any Regulatory Allocations, as provided in Section 9.6 above. In addition, if property is contributed to the Company which is reflected on Company books at a value different than its adjusted basis for tax purposes (and thus is subject to Section 704(c) of the Code), or if property is revalued at fair market value on the Company's books (as provided in Regulations Section 1.704-1(b)(2)(iv)(f)), then (i) net profits and net losses shall be determined by applying the principles of Regulations Section 1.704-1(b)(2)(iv)(g), with the result that net profits and net losses shall be determined with reference to depreciation, amortization and gain or loss based upon book values, and (ii) in the case of a revaluation of property, any gain or loss resulting from such revaluation shall be taken into account in calculating net profits and net losses for the year in which the revaluation occurs.

ARTICLE X
DISTRIBUTIONS AND WITHDRAWALS

Section 10.1. Net Distributable Cash of the Company, if any, for each fiscal year shall be allocated and distributed to the Members in accordance with their respective Membership Interests as set forth in Schedule A.

Section 10.2. The amounts distributable to the Members pursuant to Section 10.1 above shall be distributed as determined from time to time by the unanimous vote of the Members. At the end of the fiscal year any amounts that have been distributed to a Member in excess of that amount owed to that Member in accordance with Schedule A shall be redistributed by that Member to the other Members so that each is distributed their share in accordance with Schedule A.

Section 10.3. Any Net Liquidation Proceeds or Net Loan Proceeds shall be distributed to the Members in accordance with Section 19.4 below.

Section 10.4. No Member shall have any right to demand or receive the return of his or her Capital Contribution to the Company except in cash as provided in this Article X or in Article XV below (relating to distributions in liquidation of the Company). Except as provided in the Act, the Members shall look solely to the assets of the Company for all distributions, for the return of their Capital Contributions and their share of the net profits of the Company, and shall have no recourse against the Members therefor.

ARTICLE XI
BOOKS OF ACCOUNT, RECORDS AND REPORTS

Section 11.1. The Members shall keep proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in accordance with usual and customary accounting principles consistently applied from fiscal year to fiscal year

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of the Company. The Company's books and records of account shall be kept in accordance with the method of accounting elected by the Members. The books and records shall at all times be maintained at the principal office of the Company and shall be open to inspection and examination by the Members or their duly authorized representatives during reasonable business hours.

Section 11.2. The Members shall make reasonable efforts to send, within 75 days after the end of each fiscal year, to each person who was a Member at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such Member of his Federal and state income tax returns.

Section 11.3. The Members may, in their sole discretion, make or revoke any election referred to in the Code. In the event that the Company elects or otherwise becomes subject to partnership unified audit procedures of Sections 6221 *et seq.* of the Code, then Matthew Lauer shall be the "tax matters partner" of the Company, as that term is defined in Section 6231(a)(7) of the Code.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Company shall end on 31 December each year.

ARTICLE XIII
MANAGEMENT

Section 13.1. Subject to the terms of this Article XIII, the business, operations and affairs of the Company shall be managed by its Members. The initial Members shall be Matthew Lauer and Grace Fenstermaker. Decisions of the Members shall be made by majority rule with each Member having one vote, except as otherwise provided herein. Decisions made by the Members shall be fully binding upon the Company.

Section 13.2. The Members shall direct the general and active management of the business and investment affairs of the Company. Each Member shall be an "Authorized Person" with the authority to execute or file any document required or permitted to be executed or filed on behalf of the Company under the Act, and to otherwise act as an agent of the Company for the general day to day management of the Company. Subject to the provisions of Section 13.3, the Members shall each have the power on behalf of the Company do the following:

(a) To enter into any financial commitment of less than $500 for any single transaction;

(b) To enter into any employment or independent contractor agreement;

(c) To employ from time to time persons, firms or corporations in the operation of the Company business, including without limitation accountants and attorneys, on such terms and for such reasonable compensation as the Members shall determine; and

(d) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

Section 13.3. Notwithstanding anything herein to the contrary, the following actions shall require the unanimous consent of the Members:

(a) The sale of all or substantially all of the property of the Company;

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(b) To acquire property and to develop all or any portion thereof;

(c) To enter into any financial commitment of any type whatsoever without limiting the foregoing, any purchase, sale, capital lease, loan, borrowing, or expenditure, which such financial commitment is in excess of $500 for any single transaction;

(d) To borrow money and, as security therefor, to assign, mortgage, encumber, hypothecate or pledge all or any part of the property of the Company; to obtain replacements for any such indebtedness; to prepay, in whole or in part, refinance, recast, increase, modify or extend any indebtedness;

(e) To lend money or guarantee loans on behalf of the Company;

(f) Selling, assigning, transferring, licensing, pledging, or encumbering the technology or intellectual property of the Company, except for licenses granted in the ordinary course of business;

(g) Commencing any Bankruptcy proceeding with respect to the Company;

(h) Initiating any lawsuit or legal action on behalf of the Company; or

(i) Knowingly perform any act that would subject any Member to personal liability in any jurisdiction, excepted as provided for herein.

Section 13.4. Any person, whether a Member or otherwise, may be employed or engaged by the Company to render special services; and if such person is a Member, he shall be entitled to, and shall be paid, reasonable compensation for said services, anything in this Agreement to the contrary notwithstanding. Any Member may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others. The fact that a Member or a member of any Member's family, is employed by, or is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform any service, or from whom or which the Company may buy merchandise or other property, shall not prohibit the Members from employing such person, firm or corporation or from otherwise dealing with him or it.

Section 13.5. The validity of any transaction, agreement or payment involving the Company and a Member or any affiliate thereof otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between the Company and the Member, or such affiliate.

Section 13.6. Except as otherwise expressly provided by the Act or herein, no Member shall be liable, responsible or accountable in damages or otherwise to the Company, or to any Member for any acts or omissions performed or omitted in good faith and in a manner reasonably believed by the Member to be within the scope of the authority conferred upon him or it by this Agreement and in the best interests of the Company.

Section 13.7. The Company shall indemnify and hold harmless each Member from and against any loss, expense, damage or injury suffered or sustained by such Member by reason of any acts or omissions or alleged acts or omissions arising out of such Member's activities on behalf of the Company or in furtherance of the interests of the Company, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, provided that the act or omissions, or alleged acts or omissions, upon which such actual or threatened action, proceeding or claim is based were performed or omitted in good faith and in a manner reasonably believed by the Member to be within the scope of the authority conferred upon the Member by this Agreement and in the best interests of the Company. Such indemnification shall be made only to the

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extent of assets of the Company and shall not extend to conduct by a Member adjudged to constitute willful misconduct, or to an act or omission by a Member that constitutes a breach of this Agreement.

Section 13.8. The authority of the Members to act for the Company solely by virtue of their being members is limited as follows: (a) no Member of the Company is an agent of the Company solely by virtue of being a Member, and (b) no Member has authority to act for the Company solely by virtue of being a Member.

Section 13.9 Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement as between the Company and a member, including situations where the members are deadlocked in the management of the affairs of the Company ("Dispute"), will first be addressed at a duly called Members meeting with no less than ten (10) days notice. The Members and their attorneys shall meet to discuss and resolve the Dispute.

Section 13.10. If the Dispute cannot be resolved by the process set forth in Section 13.9, then the Dispute will be submitted to mediation administered by the McCammon Group. If the Dispute is not resolved by mediation, it will be settled by arbitration administered by the McCammon Group. Any party may commence arbitration, after using following the Dispute procedure set forth in this Agreement, by sending a written demand for arbitration to the other party. Such demand will set forth the nature of the Dispute to be resolved by arbitration. The Arbitration shall take place in Arlington, Virginia. The substantive law of the Commonwealth of Virginia will be applied by the arbitrator to the resolution of the Dispute. The parties will share equally all initial costs of arbitration. The prevailing party will be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding, and conclusive on all parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XIV
TRANSFER OF MEMBERSHIP INTERESTS

Section 14.1. Except as provided in Section 14.2 or 14.3, a Member may not assign, transfer, pledge or encumber, in whole or in part, either the financial rights or governance rights associated with the Member's Membership Interest. Further, no Member shall have the right to withdraw or resign from the Company, and any resignation by a Member from the Company shall be deemed to be in violation of this Agreement.

Section 14.2. Except as provided in Section 14.3, no Member shall sell, assign or otherwise transfer all or any part his Membership Interest, including financial and/or governance rights associated with such Interest, without (i) obtaining the written consent of the Members, and (ii) giving notice to the Members of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Member desiring to make a sale, assignment or other transfer (the "Offering Member") shall set forth a sale price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the remaining Members shall have the option to accept the Offer by giving notice thereof to the Offering Member. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one remaining Member desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in the ratio of their relative percentages of Membership Interest in the Company, unless they agree otherwise. If the remaining Members do not accept the Offer and close the purchase as provided above, then for thirty (30) days thereafter the Offering Member may sell, assign or otherwise transfer his Interest to others at a sales price and upon terms and conditions no less favorable to the Offering Member than those set forth in the Offer. The admission of a purchaser, assignee or other transferee of a Member's Membership Interest as a substitute Member shall be within the sole discretion of the Members and shall be conditioned upon: (a) the instrument of sale, assignment or other transfer being in a form satisfactory to the Members; (b) the execution and acknowledgment by the seller, assignor or other transferor and by the purchaser, assignee or other transferee

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named therein of such instruments as the Members may deem necessary or desirable to effectuate such admission; and (c) the purchaser's, assignee's or other transferee's written acceptance and adoption of all the terms, provisions and obligations under this Agreement, as the same may have been amended.

Section 14.3. Notwithstanding the provisions of this Article XIV to the contrary, a Member may assign all or part of his or her Membership Interest to a Permitted Transferee. However, the Permitted Transferee shall not be admitted as a substitute Member possessing the governance rights associated with the transferred Interest without the consent of the Members unless the Permitted Transferee is a Member at the time of the assignment. Unless the Permitted Transferee is admitted to the Company in accordance with this Section 14.3, the Permitted Transferee shall only have the rights of an assignee of a member's financial rights as described in the Act.

Section 14.4. Any person who acquires an Interest in the Company or is admitted to the Company as a substitute Member shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement. An assignee of Member's financial rights who has not been admitted as a Member shall have the same rights to assign such financial rights (including to "Permitted Transferees" of such assignee determined by treating such assignee as a Member), and shall be subject to the same restrictions, as are applicable to a Member pursuant to this Article XIV.

Section 14.5. If (1) any person acquires all or any part of a Membership Interest as the result of an order of a court which the Company is required by law to recognize, (2) a Member's Interest is subjected to a lawful "charging order," or (3) if a Member makes an unauthorized transfer or assignment of all or any part of a Membership Interest, which the Company is required by law (and by order of a court) to recognize, the Company shall have the unilateral option to liquidate the interest of the transferee or assignee, or any fraction or part thereof, upon the following terms and conditions:

(a) The Company shall have the option to liquidate such interest, or fraction or part thereof, by giving written notice to the transferee or assignee of its intent to liquidate within one hundred twenty (120) days from the date it is finally determined that the Company is required to recognize the transfer or assignment.

(b) The valuation date for the determination of the amount to be paid to liquidate the interest shall be the first (1st) day of the month following the month in which notice is delivered.

(c) Unless the Company and the transferee or assignee agree otherwise, the amount to be paid to liquidate such interest, or any fraction thereof, shall be its fair value, taking into account all applicable discounts such as for lack of marketability of the Interest, as determined by a qualified appraiser selected by the Managing Member.

(d) Closing of the liquidation shall occur at the principal office of the Company at 10 o'clock a.m. on the first (1st) Tuesday of the month following the month in which the appraisal by the qualified appraiser is rendered or at such time and place as the parties may otherwise mutually agree.

(e) In order to reduce the burden upon the resources of the Company, the Company shall have the option, to be exercised in writing delivered at closing, to distribute the liquidation amount in ten (10) equal annual installments with interest at the floating interest rate established pursuant to Code Section 6621(a)(2) and (b) for underpayments of tax by individuals, published quarterly by the Internal Revenue Service, compounded daily. The first installment of principal, with interest, shall be due and payable on the first (1st) day of the calendar year following closing, and subsequent annual installments, with accrued interest, shall be due and payable on the first (1st) day of each succeeding calendar year until the entire amount of the obligation is paid. The Company shall have the right to prepay all or any part of the unpaid liquidation

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amount (plus accrued interest) at any time without penalty.

(f) Neither the transferee nor assignee of an unauthorized transfer or assignment nor the Member causing the transfer or assignment shall have the right to vote on Company matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is closed.

ARTICLE XV
DISSOLUTION OF THE COMPANY

Section 15.1 The Company shall be dissolved (i) if approved by the written resolution of Members holding at least forty nine (49.00%) of the Membership Interests in the Company; (ii) such time as it shall have no Members for a period of ninety consecutive days; or (iii) the entry of a decree of judicial dissolution.

Section 15.2. Upon the dissolution of the Company by reason of any event described in Section 15.1 above, the Members shall commence to wind up the affairs of the Company and to liquidate its business and assets. The Members shall continue to share net profits and net losses during the period of liquidation in the same proportion as before the dissolution.

Section 15.3. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company in order to minimize to the extent possible the normal losses attendant upon such liquidation. Subject to this Article XV, the Members shall have the full, complete and exclusive right and unlimited discretion to perform any and all acts and to take any and all actions which may be necessary, appropriate or incidental to operate and manage the business of the Company in the process of liquidating and winding up, including all rights, powers and authorities stated in Section 15.2 above. The Members' authority shall continue as long as necessary, and the exercise of such authority shall be deemed a proper act in winding up the Company's affairs. Further, the Member are authorized to sell the property of the Company in a bona fide sale or sales to any party or parties (including a Member) at such price and upon such terms as they deem advisable, having due regard for the interests of the Members. Any such sale or sales shall be deemed a proper act in winding up the affairs of the Company.

Section 15.4. Any act or event (including the passage of time) causing dissolution of the Company shall in no way affect the validity of or shorten the term of, any lease, deed of trust, mortgage, contract or other obligation entered into by or on behalf of the Company, or acquired by the Company as assignee. The full rights, powers and authorities of the Company and the Members shall continue so long as appropriate and necessary to complete the process of winding up the business and affairs of the Company.

Section 15.5. Following the payment of all debts and liabilities of the Company, including any indebtedness owed by the Company to the Members, and all expenses of liquidation, and subject to the right of the Members to establish such cash reserves as he may deem reasonably necessary for any contingent or unforeseen liabilities and obligations of the Company, all Net Liquidation Proceeds shall, to the extent available, be distributed to the Members having positive balances in their Capital Accounts in proportion to the positive balances in Capital Accounts as of the date of distribution in an amount equal to the aggregate sum of their Capital Accounts. Any remaining Net Liquidation Proceeds shall be distributed to the Members in accordance with their respective Membership Interests as stated in Schedule A.

Section 15.6. Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company shall terminate and the Members shall have the authority to execute and record articles of dissolution of the Company, as well as any and all other documents required to effectuate the dissolution and termination of the Company. No Member shall have any right to demand or receive property other than cash and the Membership Interest of a Member shall not otherwise be terminated except upon dissolution and termination of the Company.

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ARTICLE XVI
MISCELLANEOUS

Section 16.1. Any Amendment to this Agreement required to be made not already provided for herein shall be proposed by the Members, and shall be subject to unanimous approval of the Members. Notwithstanding the foregoing, no provision of this Agreement may be amended which will have a material economic impact on a Member unless such Member approves such amendment.

Section 16.2. All communications provided for herein shall be made in writing and transmitted by (i) personal delivery, (ii) established overnight commercial carrier, (iii) telefacsimile or e-mail with written confirmation of receipt from the recipient, or (iv) mail, first class postage prepaid, return receipt requested, to the Members at the addresses set forth in Schedule A. No notice shall be considered to be properly given unless the party to whom it is addressed has acknowledged receipt thereof or has refused to accept delivery of the notice in question. Any address may be changed by notice given to the Members, as aforesaid, by the party whose address for notice is to be changed. Insofar as practicable, any consent of the Members, required or appropriate under this Agreement, shall be accomplished by written instrument without the necessity of meetings of the Members.

Section 16.3. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

Section 16.4. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware.

Section 16.5. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

Section 16.6. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

Section 16.7. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

Section 16.8. If any provision of this Agreement or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 16.9. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

* * *

This Operating agreement is hereby adopted by the Members effective August 15, 2019.

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EXECUTION

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

Date	Printed Name	Signature
Sept. 14/26	DANIEL ROCHA DE OLIVEIRA	