



## Series IIc operating agreement template

From November 1, 2015, the Series Limited Liability Company Agreement will be concluded through one members and each other (as defined below) who are recognized as members of the Company is established, the Company is added as a party to the Agreement. States Parties, on the other hand, seek to form a limited liability company under the Delaware Limited Liability Act by submitting a certificate of company is concluded separately from a member of the Company and is the act of only for a specific series of assets to allow liabilities, liabilities and liabilities incurred for a particular series of companies to be executed or incurred by contracts or otherwise. You may not enforce any liabilities, liabilities arsmed by or in connection with the Company's assets or other series, generally or in connection with any Other Series. Therefore, now, This Limited Liability Company Agreement means that it is amended, modified, taking into account the mutual commitments and obligations contained here, the parties plan to be legally bound, and agree here: Article I Definition: The following terms used in this Agreement have the following meanings:  $\hat{a} \in \hat{a} \in$  The Delaware Limited Liability Company Act, 6 Del.C. supplemented or re-stated from time to time. €€âCapital Account' means a capital account maintained for a member in connection with any Series in accordance with the provisions of 8.03 with respect to the Member. A separate capital account is maintained for each member's interest in each series. The Member means the Company's contribution to the Member for cash or A certificate of formation means a certificate of formation of the Company and, accordingly, all amendments brought on our behalf and all amendments thereon, filed with the Delaware Secretary of other assets (other asset values) of the Member. For members, initial capital contributions The member's initial contribution to the Company in connection with the Series under this Agreement. State's office in accordance with the law. The Internal Revenue Code of 1986, the federal tax law amended from time to time, etc. For reference to these Terms, provisions of applicable date of the provisions of this Agreement that contain such references, apply.  € refers to ABC CAPITAL LLC, which was established and continued in accordance with the Law and this Agreement. €creditationâ€<sup>™</sup> means the same amount as depreciation, amortization or other expense recovery deductions permitted in connection with the Series and for each fiscal year or other period. Provided, however, that if the total asset value of assets associated with such affiliates differs from the adjusted basis for federal income tax purposes at the beginning of the fiscal year or for any other period of the fiscal year, depreciation, amortization, or other adjusted periods, and the amount receiving reimbursement or other expense recovery deductions for such assets for such fiscal year or other period is 0, depreciation, amortization, or other expense recovery deductions for such assets for such fiscal year or other period is 0, depreciation shall be determined based on the priority of the total asset value using a reasonable method selected by the member who holds a majority stake in the series. (i) any cash expenditures arising out of or in connection with the normal operation of the Companyâ em business in connection with the Series, all cash, revenues and funds received by the Company to the extent paid or set aside by the Company in connection with such Series, (i) for all funds and interest payments on the Company's debts to these series and other loans, and (ii) for all other loans; (iii) Reserves such as members associated with the series The proper operation of the Company's business for such a series. â€éEntity' means general partnerships, partnerships, limited liability companies, corporations, joint ventures, trusts, business trusts, cooperatives, associations, foreign trusts or foreign business organizations or other legal entities. (i) fiscal year means (i) the period beginning with the formation of the Company and ending on December 31, 2015, and (ii) the period set out in section (ii) of this Sentence required by the Company for damages of interest and other revenues to be 31. (i) The initial total asset value of the series, which means the adjusted criteria for the Series, as agreed by the member who holds a majority of the equity in these assets. (ii) the total asset value of all Company assets Profits, losses or deductions under article IX. associated with the Series shall be adjusted equal to the value of each total fair market as determined by the member who holds a majority stake in the Series; In return, in exchange for any further contributions to Mimi ni money, (b) the company's liquidation within the meaning of the Company's distribution and financial regulation to members who hold the minimum amount of company assets associated with the Series, taking into account their interests in the Company[1.704-1(b)(ii)Â(g); Provided, however, that any adjustment under the provisions (a) and (b) of this Statement shall be made only if the Member has a majority stake in the Series and reasonably deems such adjustment necessary or appropriate to reflect the relative economic interests of the Members of that Series. (iii) The total asset value of all Company assets as determined by the Member who holds a majority stake in the Series. If the total asset value of the asset is determined by the or adjusted in accordance with paragraphs 1 (i) or (1(ii), then such total asset value must be adjusted thereafter. Consider depreciation in relation to these assets to calculate profits and losses. If applicable, in connection with that series or the Company, it means the voting of a Member's member's interests in excess of 50% of all voting (i) One member and two members, respectively, are included in the Company's membership, which is not associated with the series. (ii) One member and two members may be created from time to time in accordance with the percentage profits owned by the Member in connection with that Series or Company. Non-voting members do not have the right to vote unless otherwise provided. Company's membership (e.g. Series) in the series, and (iii) they will be recognized as members of the Company later recognized under this Agreement. Members of the Company until the Company until the Company later recognized under this Agreement. Members of the Company is degraded, hurt, and terminated under this Agreement. Members of the Company until the Company is degraded, hurt, and terminated under this Agreement, even though there may be or may not be a series at any particular time. Unless otherwise stated in a separate series agreement at the time of membership, the member shall be recognized as a member of the Series and shall retain the same percentage of interest for the series and shall retain the same percentage of interest for the series and shall retain the same percentage of interest for the series and shall retain the same percentage of interest for the series agreement, that member will not hold the same percentage of interest for the series agreement at the time of membership, the member of each series agreement, that member will not be recognized as a member of each series agreement. of equity held in that separate series agreement. The Company is managed by a simple majority of members who hold more than 50% of the Company's voting units and is under the control of members who have the authority to make decisions without violating these Terms, including, but not limited to, the appointment and re-election of company managers. Membership interest means that a member must pay full limited liability company interest in the Company in connection ™ series. For members associated with the Series, The Member means 11% interest on such Members in the same Series as set forth in Exhibit A attached thereon, and the benefits of such percentages are subject to change from time to time. The allocation of the individual or entity, heir, executor, manager, legal representative, successor, and any person or entity permitted by context. in connection with the series and for each fiscal year, Companyâ€<sup>™™</sup> taxable income or losse, with the following adjustments, losses or deductions related to the series that must be referred separately: i) Federal income tax returns and the company's income associated with such series that do not take into account any calculated gains or losses under this definition must be added to such taxes or losses. ii) The Company's expenditures related to the series described in §705(a)(2)(B) of the code pur do not calculate revenue or losses under this definition based on the processing financial regulations§1.704-1(b)(2)(iv)(i)). must be deducted from such taxable income or losses. iii) If the total asset value of the Company's assets associated with such series is adjusted in accordance with the definition of the above asset value of the Company's assets associated with such series is adjusted in accordance with the definition of the above asset value of the Company's assets associated with such series is adjusted in accordance with the definition based on the processing financial regulations§1.704-1(b)(2)(iv)(i)). from the disposal of such assets for the purpose of calculating profit or loss. iv) Profits or losses from the total asset value of the disposition of assets because the adjusted tax basis for those assets differs from the total asset value. v) Instead of deducting depreciation, amortization, and other expense recoveries considered in calculating these taxable income or losses, you should consider the depreciation above. €€€€ means the amount set aside or allocated for the reserves held by the member associated with the series and means the payment of taxes, insurance, debt services or other costs or expenses for the ownership or operation of these series under Section 12.03. It has the meaning set Member means a member, manager or limited liability company profit and 6Del.C under this Agreement. § 18-215 has separate rights, powers or obligations or profits and losses, to the extent provided for in this Agreement or in a separate series. Unless agreed in writing by the Member, each real estate interest out in paragraphs €€€€,2.01. held by the Company directly or by the Nominee is a separate series and separate property in relation to the Member and the Manager (the partner in question of  $\hat{a} \in \hat{a} \in \hat{a} = \hat{a} + \hat{$ Because these regulations may be amended from time to time, they mean income tax regulations, including temporary regulations adessed by law (including applicable alternative regulations). Section 1.02 - Title: The title and sub-heading of this Agreement are included only in convenience and identification and are not used in any way to describe, interpret, define or limit the scope, scope or intent of this Agreement or any provision of these Terms. Section II, Section 2.01 - Formation and Series Production: (a) The Member here accordingly gives the Administrator the authority to execute and deliver the certificate of formation to the Secretary of State of Delaware in accordance with the law and to execute and deliver the documents necessary to register as a foreign limited liability company. (b) The Member agrees to form the Company as a limited liability company in accordance with the provisions of these Terms and Conditions, and the Member's rights, obligations and responsibilities agree to be prescribed by law, except as provided for in these Terms. (c) In the event of the performance of this Agreement, a person whose name appears on the signature page without the consent of the individual or other measures or the need for a separate series agreement shall be recognized as a member of the Company not associated with the Series. If a Member is not related to the Series, such person will not make a capital contribution to the Company and shall acquire membership benefits associated with such Series in such a separate capacity. Subject to the terms of this Agreement, you may make capital contributions to the Company in the course of such series. As a member not related to the Series, the Founder shall not acquire assets and place liabilities or other obligations with respect to us in the duties held by the Company in (d) As established from time to time under this Agreement, additional series with separate rights, powers or obligations may be specified for separate property or obligations or for benefits and losses, and may have separate business or investment objectives to the extent set out in this Agreement and in separate series connection with the Company in connection with the Company. (e) Without everyone's consent, the founder may, in his sole discretion, set up one or more additional series are separate agreements set forth in this Agreement (the series in the form of B below), as set forth in this Agreement. A separate series agreements. A member can be a member of one or more series. agreement must be executed by the founder as a member associated with the series. In the case of a conflict between this Agreement and a separate series is not the debt, liability or obligation of the Series is not the debt, liability, liability, liability or obligation of the Series are enforced only on the assets of that series and cannot be enforced on any other series, and vone of the liabilities, liabilities, liabilities, liabilities, liabilities, liabilities, and assets of such Series, and assets or other series, and assets associated with that series must be described separately from other assets in the company or other series of the company. The formation certificate must include notice of the series' debt limitations for other series. (g) The Founder is recognized as a member of the Company in association with the newly created Series by running the corresponding signature page on the relevant separate series agreement. (h) Exhibit A shall be updated from time to time as necessary to accurately reflect the information contained there in it, including the establishment of additional series and the admission of additional members to the Company in accordance with such series. Any amendment to Exhibit A set forth in these Terms under this Agreement shall not be considered an amendment to this Agreement. All references to exhibiting A attached to this Agreement will be considered references to Exhibit A as amended and will become effective from time to time. Section 2.02 - Name: The company's business may be conducted in compliance with all applicable laws under a different name specified by the founder. Section 2.03 - Company's Primary Place of Business: The Company's main business site is c/o Address 1. The Company may find business locations and registered Offices and Registered Agents: Companies registered in the State of Delaware M Registered Median and registered and registered offices and Registered Agents: Companies registered in the State of Delaware M Registered Median and registered Median Offices must be in the offices of registered agents: 1201 Orange Street, Suite 600, Wilmington, Delaware, 19801, and Delaware State registered agents may change the address of the new registered agents: not company's registered agent by submitting it to the Secretary of State of Delaware. Article III 3.01 - The Company's Business: The Company and the business of each series are (a) to purchase assets and businesses. (b) the limited liability company conducts all legitimate business transactions that may be constituted by law; The Company and each Series shall have the right to perform appropriate, recommended, incidental, convenient or convenient acts necessary for the purposes and business promotion described in this book and for the protection or behalf of such Series. Article IV Name and Address Section 4.01 - Members: The names and addresses of each of the members of each series are stated in Exhibit A attached here. Section 4.03 - Administrator: The LLC Administrator must be appointed with the following titles and the following rights: A majority of voting members, as officers of the Company, have delegated their powers and Secretary (a) President. The Chairman is the Chief Executive Officer of the Company's bonds, mortgages, loans, leases and contracts, opening and signing bank accounts and empowering other officers or persons to open and sign such accounts. If the President is unable or unable to serve, the Vice President assumes the role of President until the President is able or able to serve. (b.) Minister. The Secretary shall record all procedures of the Member's Meeting and perform any other duties that the President may provide under his supervision. (c.) Finance. The Treasurer shall have the custody of corporate funds and securities, keep a full and accurate account of receipts and expenditures in the book belonging to the Company's funds as the President may instruct him to take appropriate vouchers for such expenditures, and shall pay the Chairman responsibility for all transactions as financial and financial status of the members and powers and powers and powers previously delegated. such officers or officers. Each name and address of the administrator or administrator of each series is specified in a separate series agreement and must have the permissions granted under the above definitions. The administrator of each series agreement and must have the permissions granted under this Agreement. The company's work and work are granted to voting members of the Company. Noted earlier, management of the Company or series may be granted to one or more managers who must be selected in this circle. Administrators do not need to be members. Only voting members or administrators associated with the series must directly manage and control the business and operations of that series. All managers have the right to vote per person on the management and conduct of the company or series. Except as provided in these Terms, the administrator shall manage a majority. Section 5.02 - Certain Administrators associated with the Series, the administrators associated with these series must have power and authority on behalf of such series: (i) obtaining property from persons associated with the Manager associated with such series may determine, or directly affiliate or member to the Member; (ii) hypothesized, permitted, and granted collateral gains on assets in that series to repay the loaned amounts for these terms relating to banks, other lenders, voting members (associated with such Series) or managers associated with such Series, or by managers associated with such Series, or by managers associated with such Series, or by managers associated with such Series, except for managers associated with such Series, or by managers associated with such Series, except for managers associated with such Series, except for managers associated with such Series, or by managers associated with such Series, except for managers associated with such Series, except associated with such Series or any manager associated with such liabilities to the extent permitted under this Agreement, to the extent permitted under this Agreement, to contract such liabilities or impose such liabilities. (iii) possess and own such actual and personal property in the interests of assets and businesses or to purchase liability and other insurance to protect the Company or the Series: Or these series, as appropriate; (v) to invest in time deposits, short-term government obligations, commercial paper or other investments to fund these series; (vi) sell or dispose of all or substantially all assets in such series as part of a single transaction or plan under such Series or any other agreement under which the Company may be bound by the affirmative vote of (vii) all instruments and documents executed on behalf of such series, including, without limitation, inspections; drafts; notes and other negotiatable instruments; acts of mortgages or trusts; security agreements; financial statements; documents providing the acquisition, mortgage or disposal of these Series' properties; assignments; sales invoices; the manager relating to such Series: leases; and other instruments or documents necessary for the business of such series, appropriate, convenient, recommended or ancillary documents; (viii) to employ accountants, legal counsel, management agents or other professionals to perform services to the Company in connection with such series (ix) to adjust, collect, compromise, litibut, arbitrat or settle all claims or demands of such series, or to retain such proceeds for payment of any such benefits; (x) perform and perform all other contract on behalf of the Company in connection with such series, (xi) perform and perform all other acts that may be necessary, appropriate, convenient, recommended or incidental to the conduct of such Series  $\in^{10}$  business where appropriate. (b) A majority vote of all voting members associated with each series is required for the Company to merge, consolidate, or merge with another entity. Unless authorized by the Administrator in connection with this Agreement or the Series, the Company or any of its attorneys, employees, or other agents shall not be authorized to bind the Company or such Series in any way, nor shall the Company or any of its attorneys, employees, or other agents shall not be authorized to bind the Company or such Series in any way, nor shall the Company m or any of the administrators associated with the Company or any of these Series shall be authorized to act as a representative of the administrators associated with such Series shall be authorized to act as a representative of the Company or any of the administrator involved in the company or any of the series shall be authorized to act as a representative of the Company or any of the series shall be authorized to act as a Series must perform his or her duties as an administrator. Companies associated with these series in good faith believe reasonably for the benefit of the Company and such series, and in similar circumstances will generally be used by prudent persons. The Administrator associated with the Series shall not be liable to the Company, the Series or any other Voting Member for any loss or damage suffered by the Company, such Series or any other voting Member, without damages resulting from fraud, negligence, gross negligence, gross negligence, gross negligence, willed misconduct or wrongful conduct by the Administrator. Section 5.04 - The Manager has no exclusive obligation to the Company or the Series: All Managers may be involved or interested in other business ventures similar to or similar to the business of the Company or series, independently of or similar to other companies, or of the nature or description of other company, the Series agreement from such independent ventures or interests or interests thereto. Even if you compete with a company or a series of businesses, the pursuit of such ventures is not considered unreasonable or inappropriate. No manager is obligated to present a specific investment opportunity to a company or its series, and if presented to the Company or its series, and all managers have the right to take their own accounts (individually or as partners or trusts) or to recommend such ventures is not considered to the company or its series, and all managers have the right to take their own accounts (individually or as partners or trusts) or to recommend such ventures is not considered to the company or its series, and all managers have the right to take their own accounts (individually or as partners or trusts) or to recommend such ventu specific investment opportunities to others. Section 5.05 - Bank Accounts: Administrator associated with that series must be the sole signatory to the series unless otherwise determined by the administrator associated with that series. Section 5.06 - Manager's Indemnity, Employees and Other Agents: (a) To the full extent permitted by applicable law, managers involved in the approval of the Series, managers, officers, directors, shareholders, partners, members, employees or agents of that series) are entitled to indemnity from any loss of this Agreement. in a manner reasonably determined to be within the scope of authority granted to the person eligible under this Agreement, damages or claims arising out of the act or omission of the person with such insurance may be vaporly or in part All separate series agreements entitle any covered person to damages, damages or claims suffered by any covered person for fraud, fraud, gross negligence, willed misconduct or unjustly taken in connection with such conduct or omission. Provided, however, that any indemnity under section 5.06 of this Article shall be provided only within the scope of the assets of such accounts in that series. (b) To the full extent permitted by applicable law, for managers involved in the approval of the Series, costs (including legal fees) incurred by the Covered Person in defending claims, demand, action, action or litigation or receipt of such amount. The Covered Inn decides that it is not entitled to (c) The Series shall purchase and maintain insurance and, for the same amount as the manager associated with the series, shall determine on behalf of the manager associated with the series all liability or expenses that such person may claim in connection with such series or such indemnification. Whether or not such series will have the compensation as approved in this Section 5.06. power to indemnity such liability in accordance with the provisions of this Agreement. The Series may enter into an exemption agreement with the same person as the manager associated with the series, and may determine and adopt what steps are taken to advance expenses and fund obligations under this Section 5.06, but contain other procedures relating to appropriate indemnification. Section 5.07 - Salary: The manager's salary and other compensation relating to the Series must be amended from time by affirmative voting by voting members associated with that series who hold a majority stake in that series. Section 5.08 - Resignation: All managers of the Company may resign at any time by writing notice to members of the Company. All administrators of the Series may resign at any time by issuing written notice to the Series Member. The resignation of all managers shall be effective as specified in the notice at the time of notification or later. And, unless otherwise stated in it, Resignation does not have to make effect. The resignation of a manager who is also a member does 1 rights of the manager as a member and should not constitute a membership leave. Section 5.09 - Removal: At a meeting explicitly invoked for that purpose, all or a small number of managers of the series is of interest. At meetings explicitly invoked for that purpose, all or a small number of managers of the series may be removed at any time by the decision of voting members who own more than 50% (50%) Percentage of the series is of interest. At meetings explicitly invoked for that purpose, all or a small number of managers of the series is of interest. At meetings explicitly invoked for that purpose, all or a small number of managers of the series may be removed at any time by the decision of voting members who own more than 50% (50%) Percentage of the series is of interest. applied to series managers, or may be removed at any time by the decision of voting members who own more than 50% (50%) Percentage interest of the company. The removal, as long as there is no right to remove it. In this case, the Member shall be considered to have withdrawn from the Series. The cause means proven embezzlement, intoxication, or illicit drug use, which substantially negatively affects an administrator's ability to perform normal business through performing duties, more than twice as many absenteeism, Companyâ em conflicts of interest, and convictions for significant subordation or felony. Members may be given the value of interest as set out in Paragraph 8.12 when registering as a member through membership leave. Section 5.10 - Vacancies: As long as the number of managers in the company can be filled with the votes of voting membership leave. Section 5.10 - Vacancies: As long as the number of managers in the series may be filled in favor of a majority of the remaining managers; Percentage of the series is of interest. The number of administrators shall be filled for increasing reasons 1 a special meeting of voting members, or by the election of voting members in the next office or by election, as the manager elected to fill the vacancy must be elected to the unde expired term of his predecessor. He or she must have public office until his term expires and until his term expires and until his early death, resignation, or release. Managers who choose to fill positions due to an increase in the number of administrators must assume the position until a successor is elected or until his term expires and until his or removal. VI Rights and Obligations Clauses in Section 6.01 - Limitation of Liability: Except as otherwise required by this Agreement or the Law, the liabilities, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, whether in the event of a contract, torsoever or other agreement, may be solely debts, obligations and liabilities of the Company or series, and shall not be members or managers or liabilities for such liabilities. The obligations or responsibilities of the Company or its series for reasons of becoming a member or administrator are nevertheless solely responsible for the obligations of each member to provide the Member 1 accordance with sections 8.01 and 8.02. Section 6.02 - Member List: In connection with the Series, you must provide the Member 1 accordance with sections 8.01 and 8.02. addresses and member interests of the Member in connection with the Series at the written request of all reasonably relevant members with respect to the Member's interests. Section 6.03 - Company Books: Administrators associated with the Series must maintain and retain the series, accounts, books, and other related series documentation as described in section 9.10. Not all agreements under this Agreement shall maintain separate and separate records for each Series, and assets associated with each Series must be held and accounted separately from other assets in other assets in other series. Upon reasonable written request, each Member associated with the Series has the right to inspect and copy the book and records of such Series for all purposes reasonably related to such Series, at any 1 expenses of such Members at any time during normal business hours, as reasonably 4 etermined by the administrator associated with the Series. Section 6.04 - Priority and Return of Capital: Except as expressly provided in Article IX, members associated with the Series have no priority over any other member associated with the Series have no priority over any other member associated with the Series hours, as reasonably 1 determined by the administrator associated with the Series have no priority and Return of Capital: Except as expressly provided in Article IX, members associated with the Series have no priority and Return of Capital: Except as expressly provided in Article loss or distribution of capital contributions. This Section 6.04 does not apply to loans made by members to the Company in connection with the Series shall be responsible for the Company only to the extent provided by the Series or other applicable laws. Voting Members Section 7.01 -Meetings: Meetings of Voting Members related to the Series may be called by voting members associated with that series who have at least 25% of the percentage profit of that series for purposes, but there does not have to be an annual meeting. If no designation is made or a special meeting is convened, the meeting location for the company. All meetings of voting members can be held via conference call for too long with the same participation. Section 7.03 - Notice of Meeting: The written notice set forth in section 7.03 - Notice of Meeting and the location, day and time of the meeting and the location, day and time of the meeting and the location, day and time of the meeting and the location, day and time of the meeting and the location for the company. purpose or purpose for which the meeting is called must be communicated personally from the date of the meeting. If sent by mail, the notice will be considered to be delivered two days after deposited by U.S. mail, and will be forwarded to the voting member by mail from the mail issued by mail, after which the postage will be issued upfront. Section 7.04 - All Voting Member Meetings: If any voting member associated with the Series meets or participates in a conference call at any time in or out of the State of Delaware, such meeting will be effective without telephone or notice if you agree to hold the meeting at such location or via teleconference. and legitimate action may be taken at these meetings. Section 7.05 - Record Date: If it is adopted, such as when a voting member is entitled to payment for a meeting of a voting member or a meeting or the day or the day before the notice of the meeting is sent, or the day before that notice is sent, or if the members declares a resolution the day before, the date of the membership meeting set out in this Section 7.05, such decision. At the time of the members associated with a series that has more than two-thirds of all percentage gains in that series, represented directly or by proxy, shall form quorums at voting members associated with these series hold the majority of the percentage profit, so the voting represented may be held from time to time for a period not exceeding 60 days without further notice. Provided, however, that if a new record date for a stay of more than 60 days or a stay meeting is set, a notice of meeting, where quorums are present or represented, any business may be traded that may have been traded in the meeting as originally discovered. Voting members associated with these series who attend legitimately organized meetings can continue to trade their business until they stay, despite the withdrawal from these meetings with a smaller percentage of stakeholders than the sufficiency. Section 7.07 - Manner of Action: In the case of quorum, a voting member's vote in accordance with a smaller percentage of stakeholders than the sufficiency. be the act of the Voting Member in accordance with the Series, unless otherwise required by law or by this Agreement. Only voting members associated with the series decides whether to approve the matter. Section 7.08 - Proxy: At all meetings of voting members related to the Series, voting members associated with that series may vote in person or by an agent executed by a written or duly authorized attorney by a voting member. These delegates must be submitted to voting members in the series before or at that time. Unless otherwise provided to the proxy, no proxy is valid 11 months after the execution date. Delegates must be submitted to voting members in the series before or at that time. call and expire at the end of that conference call. Section 7.09 - Actions of Members Without Meetings: Any action required or permitted at voting member meeting attended and voted by all voting members of that series, or if consent is received indicating the minimum number of votes required to take such action. Section 7.10 - Notice Waiver: If a voting member is required to be notified, the written exemption signed by the voting member is the same as participating in a conference call before, after, or after that. Article VIII Company and Capital Accounts Section for Donation Section 8.01 - Members<sup>™</sup> Capital Contributions: Each Member associated with the Series shall contributions or Loans: Members associated with the Series, such as those determined by voting members who own a majority interest in that series, in order to fulfill the costs and obligations of that series. After making such a decision, the voting member associated with the Series shall communicate with the Series shall communicate with the Series shall communicate with the Series. to the Company the proportionality of the series (the member's proportionality on the date on which such notice was granted) at the latest no later than 30 days (30 days) on the date on which such notice was granted. The terms, covenants, obligations or rights contained in section 8.02 of this Article will not be recognized in any way for the benefit of anyone other than the Member associated with the Series, are not in the interests of any third party. Under no circumstances shall the Member have the right to impose any action or payment by the Member. Section 8.03 - Capital Accounts: (a) Individual capital accounts related to the Series must be established and maintained for each member associated with that series. These Terms and Conditions, established for members who have earned interest in the Series under the terms of this Agreement, shall replace the user's capital account with the same amount as the capital account of the transferee of that interest. The purpose of this Agreement shall be to make m in connection with such series and its capital contributions shall be proportionate to the interest earned and the capital account of the transferee with partial interest on the Series. The amount of the capital fund will be cut in proportion to the holdings. (b) In connection with each Member's Series relating to such Series, the Capital Account shall be maintained in accordance with the following proAvisions: (i) capital contributions to these Members M will be earned in connection with TM such Series, TM Capital Contributions of such Members with respect to such Member's share of this Kind, the distributed share of profits in connection with respect to such types of amounts. Members are protected by company assets related to the series distributed to such members; (ii) The cash amount and total asset value of TM other Company assets related to the Series distributed to such Members in accordance with the provisions of the Applicable Agreement for such Members and the total asset value of such Members shall be in accordance with the provisions of the Applicable Agreement for such Members and the total asset value of the Applicable Agreement for such Members and the total asset value of such Members and the total asset value of such Members and the total asset value of the Applicable Agreement for such Members and the total asset value of the Applicable Agreement for such Members and the total asset value of such Members and the total asset value of such Members and the total asset value of the Applicable Agreement for such Members and the total asset value of such Members and the total asset value of the Applicable Agreement for such Members and the total asset value of such Members and the such 1. (iii) when determining liability for the provisions of this section (b),  $\hat{A}$ 8752(c) of the statute and other regulations, if such a member's separate capital account associated with one or more series shall be combined into a single capital account of that member. Section 8.04 - 1 Member's Contribution to Withdraw or Reduction Capital: (a) The Member associated with the Series in connection with all liability in that series). Satisfaction of capital contributions to the Company for such series (reasonable provisions for payment or payment). (b) Members have only the right to demand and receive cash in exchange for such capital contributions, regardless of the nature of the capital contributions in connection with the Series. Section 8.05 â. Company Profits: (a) In accordance with the other property (b) The total number of profits authority to be issued by the Company shall consist of 3,000 (3,000) units, 1500 (1500) voting units and 1500 (1500) non-voting units. Non-voting interests and currents are passive, but they do not have the right to vote and to buy or sell profits), each interest has rights and is subject to the same obligations as mutual interests in the same class and/or series. except as set forth in this Agreement or the law, and must only obtain pure economic benefits for the Company and/or certain series. Initial unit allocated: 500 (five hundred) voting units 4. Unedo allocated: Each member of 1500 (1,500) non-voting units (c) units m soever must be demonstrated by this Agreement, and may also be a certificate on a form approved by the administrator. Section 8.06 - Voting Units: (a) In accordance with the other provisions of this Agreement (including those who govern each right to members, may purchase or sell units at a rate of net income and net loss), each voting unit associated with the Series shall have rights and shall receive the same obligations as each voting unit to each other. (b) The voting unit voting party may receive one vote for each voting unit (and written activity instead of the meeting) held at all meetings of voting members, and there is no cumulative voting rights. Section 8.07 †All member profits of the Series Ownership (a) Series must be displayed in 300 units, 150 voting units and 100 non-voting units, and the tally of issued units includes one hundred percent ownership of the series. Each voting units can cast ballots. Each. (b) Majority voting in voting units controls series governance. Section 8.08 Transfer Restrictions. Except as

Section 8.09 Transport Definitions. The term transfer refers to and includes all distributions, and the following events, including. provided in these Terms of Use in this Agreement, the Member (series or company) will not transfer all or part of the Company's interest. If a Member or its assignee violates the provisions of these Terms of This Agreement, such transfer shall be null and void. without limited to, the sale, transfer, gift, elated, pledge, hypothesis, security interest grant, creation of liens or other dispositions, voluntary, legal or other dispositions, including, without limited to, any action of legal or other dispositions, voluntary, legal or other dispositions, voluntary or involuntary, legal or other dispositions, voluntary or involuntary or involunt proceedings affecting the interests of the Member or the Member. (b). For members who are trusts, termination of the trust (c). For members who are partnerships, the dissolution by trust of the entire equity of the property to the Company (e). In the case of a member who is a legal entity, he/she submits a certificate of dissolution or equivalent to the corporation or cancels the termination of the Charter. Section 8.10 Is an event of dissolution, not transmission. Except as otherwise set out in Article X of this Agreement, the transfer of a Member (series or company) does not result in dissolution or termination of the Company, after which the Company's business may continue for the benefit of the remaining Members. Section 8.11 Voluntary Transfer; Mandatory offer to the company's interests without first. With the terms of this sub-article: a. Suggestions for sale. Members who wish to transfer company interest shall give written notice to the Company and all other members, dispose of some or all of the company's equity (hereinafter called interest on the proposed sale), offer to sell to the Company, and offer the sale to all other members. B. Acceptance of the offer. You may not transfer the company's interest to sell to anyone other than the Company under these Terms for 30 days after you have delivered written notice to the Company and all members, or until the Company first declines it. If the Company does not purchase or decline a stake in the Company within 30 days, the Member shall grant a written acceptance notice to the Transferred Member and select it, and on the day of such election, the Sale shall be terminated at the Company's main business within 100 days of the Transfer Member's written notice to the Company. Subsecance of this Agreement 2.03. c. Purchase price and payment terms and conditions. 8.11(a) The purchase price of company interest proposed for sale in accordance with the terms and conditions of this Agreement shall be determined in accordance with section 8.12 of this Agreement, and the terms and conditions of the purchase price payment shall be determined in accordance with section 8.13 of this Agreement. d. Right of first refusal. If the Transferring Member under the Terms and Conditions of this Agreement does not purchase the entire stake of the Company to be sold as set forth in 8.11(a), under these Terms, the Transferee may request an offer from another person (hereinafter known as a third party) to purchase the entire company's share to be sold within 60 days. As stated herein, this may vary depending on the company and the member's first right of refusal. The offer to purchase the proposed company interest for sale is valid unless it is signed in writing or in writing or in writing by a third party; Transfer of member shall forward the offer of a third party to the Company and the member, and shall subsequently propose the sale to all members for the same terms and conditions contained in the offer of a third party third party. The offer you make to the Company and its members and the acceptance of such offer from a member who has proposed a sale in accordance with the terms and conditions contained in the third-party offer, the company's agreement to purchase interest on the sale in accordance with the terms and conditions of the third-party offer, the Transferee may freely sell the Company's interest to sell to a third party, but shall comply with the same terms and conditions set forth in the third-party offer. If the afores available 60-day period expires or the terms and conditions of the third-party offer are changed by the Transferee and/or third party, the Company and all members shall provide the right to purchase back the company's interest to be sold as previously said. Electronic. Buy full interest. In no event shall a transfer member be less than the company's entire interest in proposing the sale to the Company and its members in accordance with Section 8.11 of this Agreement. It is understood that the Company is understood to be in the interest of buying or waiver of any proposed full stake in the Company for sale in accordance with Section 8.11 of this Agreement. Section 8.12 Purchase Price Under this Article VIII of this Agreement, the purchase price for the company interest on which the sale is made is determined as follows: The transfer member's capital account will be assessed according to the Company's net income or net loss in accordance with these Terms and B. Capital account adjustments. The amount determined in sub-8.12(a) of this Agreement shall be adjusted above or below to reflect the proportional differences between the transferring Member. Fair market value of the company's real estate on the valuation date. If a Conditions. party is unable to agree on the fair market value of the Company's property, it shall be handled by arbitrator, as if, shall be a person who has selected by the Transfer Member or his/her personal representative. The third arbitrator, as if, shall be a person who has experience in the evaluation of property of the kind to be evaluated, and the first two (2) shall be chosen by the arbitrator is unable to agree on the fair market value of such property, the third arbitrator is unable to agree on the fair market value of such property of the kind to be evaluated, and the first two (2) shall be controlled. d. Third-party offers. Notwithstanding the terms and conditions contained in Section 8.12 of this c. Evaluation date. The term evaluation date used in section 8.12 of this Agreement refers to the last day immediately before the proposed date of interest of the Company to be sold to the Company and its members, as set forth in Section 8.11(a) of this Agreement. Section 8.13 Payment Terms and Conditions. The payment of the purchase price set out in Article 8.12 of this Agreement shall be paid by the Company to the Transferred Agreement, if the purchase of the company interest proposed for sale is exercised by the Company as set forth in Section 8.11 of this Agreement, the purchase price is the price specified by the third party third party. b. Promise note. The balance of the purchase price provided in Sub-Group 8.12 of this Agreement shall be paid in the form of a promissory note Member as follows: 10 percent (10 percent) Payment must be made in cash, authorised checks, attorney's checks or other funds immediately available on the date of payment of the purchase price provided in Sub-8.11 of this Agreement. of the amount (hereinafter promissory note) that may be repaid at the same monthly payment of the original money and interest over a five-year (5-year) period. The first payment of the second month immediately after the payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment date, on the original money and interest payment of the second month immediately after the payment of the second month immediate month, during which you will be required to pay the full amount of the original balance along with any accrued interest incurred during that period. Interest to be paid to the Promiseory Note must be fixed at the lowest simple interest incurred during that period. The interest rate to be paid in the Promiseory Note must be adjusted for the new year to be fixed at the lowest simple rate set forth in Section 483 (or successor clause) of the Internal Revenue Code of 1986, and, if amended, may be charged to avoid any or minor charges. And sometimes, without penalty. c. Additional provisions for appointment notes. In addition to the provisions set forth in Section 8.13(b) of this Agreement, if the creator of this Promise Note is required to do so, (i) a provision requiring joint and multiple personal guarantees of all members, (iii) the Provision of The Confession of Judgment against the Maker of The Procedure and guarantor; (iv) a provision requiring the payment of the entire amount of his or her unpaid balance, and any accrued interests of all members of the Company, as in the case of (v) a percentage of the amount overdue for payments overdue for more than 15 days. d. Security for appointment notes. No matter what the promised notes or guarantor or company does, (i) they must be secured by the Company's real estate loan, subordinated only to the self-employed who are outstanding in the purchase of the proposed company is real estate loan, subordinated only to the self-employed who are outstanding in the purchase of the proposed company interest for sale, and (ii) the collateral interest on the Company's real estate loan, subordinated only to the self-employed who are outstanding in the purchase of the proposed company is real estate loan. aforementioned mortgage lien and/or collateral interest is the same as the lien previously placed on the property as a result of pre-purchase of the proposed company interest if the Company defaults under an existing mortgage, loan agreement or security agreement in which the Company is the maker or with an appointment. The Company shall take all reasonable steps necessary to secure the approval of all other parties to such goods, securing real estate collateral or granting security interest on personal property. e. Third-party offers. Notwithstanding the terms and conditions contained in Section 8.13 of this Agreement, if the purchase of the company interest proposed for sale exercises the company's initial right of refusal as set forth in section 8.11 of this Agreement, the terms of the purchase price payment are the terms set forth in the third party third party. Section 8.14 Involuntary Transmission; This option is available for purchase by your company. If a member suspends the recruitment of the Company or the Member (hereinafter called a transfer member), he/she shall transfer interest other than those set out in Subsecant 8.11 of this Agreement (hereinafter said to be the following). The Company may select for a period of six months from the date of transfer to purchase all or part of the Company's interest at any time for the six months of the transferred member. If the Company does not exercise the option within six months, all members may exercise the option to mutually consent in writing within six months. In accordance with these Terms and Conditions, the purchase price for the Transferring Member's company interest will be the last day of the day on Section 8.15 Accepted Transfers. Members have the right to transfer all or part of the Company's interests to the transferee, not to any of the agreements which the Company exercises such option or the member exercises the option to purchase the transfer member's interest, and the terms and conditions of payment of this Purchase Price shall be set in accordance with these Terms. contained in this Agreement, to the transferee of any trust created for the exclusive benefit of the spouse, descendants of the Main Party or the Transferee, which is one of the following relationships with another member: Section 8.16 Restrictions of Percentages of Transferee, which is one of the following relationships with another member: Section 8.16 Restrictions or Percentages of Transferee, which is one of the following relationships with another member: Section 8.16 Restrictions or Percentages of Transferee, which is one of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictions of the following relationships with another member: Section 8.16 Restrictionships with another member: Secti these Terms, the Company shall not be required to recognize the transfer of company interest if it is to form a sale or exchange of 50% (50%) given the other transfer of company profits made 12 months in a row (12 days) before the transfer. In 1986, under the Internal Revenue Service (b), the company's total interest and tax breaks were revised to go beyond that. Section 8.17 Transfer Costs and Costs. The Transferee shall pay all costs and expenses of the Company in connection with the transfer of Company Interest in accordance with these Terms, if you transfer any reporting, recording and posting costs and members of the Company, not limited to reasonable attorneys' fees and expenses, you enter into The Position of Entry 8.18. Where applicable, a transferee other than a person who is already a member will not be recognized as a member will not be recognized as a members, if applicable. Article IX Section 9.01 - Profits and Losses: (a) In accordance with the allocation rules of Section 9.02, profits related to all series for the fiscal year are (b) In accordance with the allocation rules of section 9.02, losses in connection with all series in that series will be allocated to members associated with that series in proportion to the members of that series ". Section 9.02 - Allotment Rules: (a) If a Member enters the allocated to members associated with that series in proportion to the members of that series.€™ percentage gains. Series under this Agreement on a different date, the revenue (or loss) allocated to the Member of that fiscal year and shall be transferred to you for that fiscal year using any agreement permitted by law and selected by the Member of the Member having (b) Profits, losses and other items are determined on a daily, monthly, quarterly or other basis for the purpose of determining this, loss or other items. Members who hold a majority stake in the Series will retain a majority stake using all methods permitted under §706 of the code and financial regulations below. (c) Except as otherwise set out in this Agreement, all items of company income, profits, losses, deductions and other allocations in connection with the Series for that fiscal year. (d) The Member is aware of the income tax consequences under the dividends of this Article IX and agrees to report losses for company income tax purposes in accordance with A§704(c) of the Statute, income, gains, losses and deductions of laws and financial regulations there accordingly shall be allocated among members associated with such series in consideration of changes in such assets, solely for income tax purposes, in connection with the property contributed to the Company's capital in connection with all series. Initial total asset value (calculated in accordance with Section 1.01). (b) If the total asset value of all Company assets relating to the Series is adjusted in accordance with the definition of the asset value contained in section 1.01, the subsequent allocation of income, gains, losses and deductions to such assets, and such series, should take into account the difference in the value of the assets, such as the adjusted basis of federal income. 704(c) laws and financial regulations. (c) Any election or other decision relating to the Series under these Terms and Conditions 9.03 shall be made by a member who holds a majority stake in the Series in a manner that reasonably reflects the purpose and intent of this Agreement, including the selection of allocation methods permitted under treasury regulations. The allocation under this Agreement, including the selection 9.03 is solely for the purpose and intent of this Agreement, including the selection of allocation under this Agreement, including the selection of allocation under the Member Capital Account in connection with the series or sharing of profits, losses, 1 other items or distributable Cash: Unless otherwise provided in Article XII (related) Dissolution of the Series in Article XII (related) Dissolution of the Series or sharing of profits, losses, 1 other items or distributable Cash: Unless otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 1 other items or distributable Cash: Unless otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (related) Dissolution of the Series or sharing of profits, losses, 2 otherwise provided in Article XII (rela proportion to (a) the interests of each percentage of M such series., from time to time, it was made by a member who held a majority stake in the same series as provided after the member saw it. Section 9.05 - Distributions relating to the Series with a majority interest in such series, in such amounts at such time. Provided, however, that voting members shall do their best to allow the Company to distribute to members so that they can support federal and state income tax debts attributable to each share of the Company's taxable income. (b) For all purposes of this Agreement, all amounts withheld under these Terms or in accordance with state or local tax laws in accordance with these Terms under these Terms will be treated as the amount distributed to members in accordance with IX of these Terms for all purposes of this Agreement. The Member shall have the power under this Grant to withhold any amount that must be withhold any amount distributed to members in accordance with IX of these Terms for all purposes of this Agreement. local government for distribution or allocation, and shall assign that amount to the member who withheld such amount. Section 9.06 - Distribution to persons in connection with the Series because of its interest in the Series if such distribution violates ŧ18-215 or ŧ18-607 of the Statute. (b) Voting members associated with the Series may, through this hand over, make a decision that they may claim this hand over or rely in good faith on the Company's balance sheet and income statement in relation to the Company correctly marked by an independent certified accountant or accountant or accountant or accountant or accountant in relation to the Company correctly marked by an independent certified accountant or accountant 9.06. company and of these series. Section 9.07 - Accounting Methods: Both For the purposes of tax reporting and appropriate appropriate and appropriate approprise appropriate approp for 1 business with respect to the Series. Section 9.08 - Interest and Return of Capital Funds: No Member has the right to return interest or capital funds to the Company or its series under such series and agreements. Section 9.10 - Records, Audits, and Reports: You must maintain separate, unique records and accounts for the operation and expenditures of the company's business: (a) facts and complete information about the series and the company's business and financial condition; Immediately after it becomes available, you must file your federal, state, and local income ™. (c) the name of each member associated with the series and the current list of last known business, residence or mailing addresses; (d) a copy of this Agreement, a separate series agreement and certificate of formation, an executable copy of the written authority of the attorney under this (e) The facts and full information regarding cash amounts and descriptions and statements of other assets or services donated to the Company by each Member in connection with the Series and the date on which each Member in connection with the series and Agreement, and a separate series agreement and certificate of formation; each Member became a Member. (f) Minutes of all meetings held (if any) (g) written consent from voting members in association with the Series for actions taken by such voting members without a meeting (h) a certificate of formation obtained from the voting members in association with the Series or a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series or a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series or a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting member in the series or a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series or a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series of a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series of a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members in the series of a written article prepared by the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate of formation obtained from the voting members without a meeting (h) a certificate event that occurs. If each member associated with the Series agrees to make additional contributions, (ii) all rights of members associated with the Series may be eligible for distribution that includes the return of all or part of the Member 1. Section 9.11 - Returns and Other Elections: The Administrator shall prepare and timely file all tax returns required for the Company to file in accordance with the code and all other tax refunds deemed necessary in each jurisdiction in which the Company does business. Copies of these returns or related information must be provided to 1 reasonable time after the end of the company under federal or state law are held by the administrator at his sole discretion. Section 9.12 - Partner in Tax Affairs: (a) The two managers are designated as the first of the Company accordingly, have company-level management and control on behalf of the Company, and have the power to manage and control at the Company level in connection with the decision of company level in connection with the decision of company level management and control on behalf of the Company income. (b) At the Company level, the Tax Affairs Partner shall mail a letter of notice to each member within 10 days of receiving notice from the INTERNAL REVENUE SERVICE regarding the company's decision of income, profit, loss, deduction or credit. ownership stakes in the company or series and are not implied. (c) Voting members may specify a new tax issue partner at any time after this by voting by voting by voting members who have a majority stake in each series. Section 9.13 - Voting members may be confirmed or revoked, by the votes of the distribution of property within the meaning of the Statute to adjust the basis of the Company's property and if the Company interests are transferred within the meaning of ŧ743 of the Code. Each voting member must provide the information necessary to influence such an election. In the case of membership and prior to the Series or the Company's membership, the basis of ™ company's property or Company' be adjusted in a manner. In the code, §743 and the series or company must submit information, such as as may be required by the regulation to report the Election in Regulation \$\gamma ?43 may apply, administrators must make such decisions from time to time. Section 9.14 - Tax Classification: An association in which a Company is taxed as a corporation, not classified for federal income tax purposes, the provisions of this Agreement shall be interpreted in a manner consistent with such intent. No elections will be held with the Internal Revenue Service (or the country's tax authorities) other than partnerships for income tax purposes without the prior consent of all voting and non-voting members. Article X Transferable Section 10.01 - Prior: To the fullst extent permitted by law, Members may not transfer, distribute, hypothese, pledge, sell or transfer their membership to the Series or the Company to anyone else, except with the express written consent of the Series or any member associated with the express written consent of the Series or any member associated with the company. The transferee may be recognized as a member of the Series or company only if he or she complies with Section 11.01. Unless otherwise stated in a separate series agreement, if the Series or company transfers all or part of the Member's equity to the Series or the Company to the Series or the Company to the Series or the Company to the Series agreement, if the Series or the Company to the Series or the Serie Members may transfer interest in the Company <sup>™</sup> to a resordable trust for the primary benefit of the family, of which the transferee is the donor and its trustee. Will may transfer interest in the Company at the time of 1 to the transferrer's family or, as defined in 1.01 to the transfer membership rights of members and members and members and members and member may enter the Company by a majority vote of the Member or a coordance with paragraph 2.01 of the Member in accordance with paragraph 2.01 of the Member or a majority vote of the Member of 1 Members, the Member or a majority vote of the Member of 1 Member of 1 Members and member or a majority vote of the Member of 1 Member of portion thereby shall be determined in accordance with the Terms and Conditions of these Terms and Conditions. A person who is issued a member for a Series or who has received a majority of the voting rights of a Member in accordance with the Series at the time of the performance of the Agreement applicable to this Agreement and in accordance with a separate series agreement of the Series. (b) A person who obtains a membership under Section 10.01, which is not recognized as a member related to the Series in accordance with Section 11.01 of these Terms and Conditions, shall be considered to have registered as a member in accordance with the membership in accordance with the failure to fulfill the other party to this Agreement. Unless otherwise recognized by the Company or the Series. Section 11.02 - Retroactive Allocation: The transfer of additional member or member profits does not 11 the right to retroactive allocation of income, profits, losses, deductions, credits, or other items. Accordingly, in accordance with the limitations of §706(d) of the Act, additional members and transferrors of member interest may receive for each share of the Company any goods 1 income, profits, losses, deductions, credits and other goods arising out of contracts entered into prior to the effective day of issuance or transfer of such income., profits, losses, deductions, credits and other items will occur after such effective date. To the extent consistent with  $\hat{A}$  (just as the company may credit the Company with additional memberships and allocations when the membership is issued or transferred (just as the company may credit the Company with additional memberships and allocations when the membership is issued or transferred (just as the company may credit the Company with additional memberships and allocations when the membership is issued or transferred (just as the company may credit the Company with additional memberships and allocations when the membership is issued or transferred (just as the company may credit may M additional member and member and member benefit prorata allocations., profits, losses, deductions, credits and items for that part of the Company Section 12.01 - Dissolution of the Company: (a) The Company shall, in one of the following cases (i) dismiss most of all members by written agreement: or (ii) in accordance with the entry of the Judicial Dissolution Statute in accordance with §18-802 of the Act. (b) The death, retirement, retirement, bankruptcy or dissolution of a Member or the occurrence of an event that terminates the Member's continued membership shall not in itself cause dissolution of the Company. (c) If an individual dies or a member who is the court in his or her jurisdiction is found to be incompetent to manage his or her personal or property, 1 members may exercise all rights they have to the Member for the purpose of settling or managing his or her property by an executor, manager, guardian, custodian, or other legal representative. If a member is a legal entity and is dissolved or terminated, the member's authority may be exercised by his/her legal representative or successor. Section 12.02 - End of Series: (a) The Series ends at the time of one of the following events: (i) dissolution of the Company; (ii) in the form of Exhibit C attached to this Circle, in the form of a written agreement by the majority of all members relating to the Series; (iii) there are no members associated with the series; or (iv) in accordance with the entry of judicial termination statutes in accordance with §18-215 of the Act. (b) In connection with the transfer of member interests under this Agreement, members associated with the Series shall not take any voluntary action, including but not limited to, directly suspending the membership of the Company in connection with such Series. Unless otherwise specified by a member associated with a Series that owns a majority stake in the Series, member's voluntary conduct, shall not be entitled to distribution from the Company in connection with such series in excess of such distribution. The member associated with the series. Except as expressly provided in these Terms, the Resigning Member will immediately become an allocator associated with the Series. Damages for violations of this Section 12.02(b) are monetary damages (not specific performance). Damages may be offset in connection with the Series. Damages for violations of this Section 12.02(b) are monetary damages (not specific performance). Damages may be offset in connection with acts distributed by the Company in connection with such series. which may be granted by the Consigned Member. (c) Termination and winding up of the Series does not result in termination of the Company (even if there is no residual series) or termination of any other series. The end of the series does not affect the limitations on this Agreement and any other series liabilities provided by this Agreement. Related to these series, debts and operations, from the date of the last previous accounting to the end date. Administrators involved with these series should work on these series immediately. (b) In the case that the Series ends and its work must be terminated, the Manager associated with the Series shall immediately sell or liquidate all assets in the next Series as actionable (except where such manager may decide to distribute those assets to members of any kind) and (ii) assign profits or losses from such sales to each of the Member's capital accounts associated with the Series in accordance with article IX. (iii) All liabilities of the Company (by its payment or reasonable payment), including liabilities to the Member who are creditors, include liability to the Creditor Member by making the purpose of determining the member's capital account associated with the series). About these series); (iv) distribute the remaining assets of the Series to member's capital account associated with the series in accordance with the series); (iv) distribute the remaining assets of the Series to member's capital account associated with the series). (c) Not to the publicity of this Agreement, at the time of termination and liquidation of any Series, members associated with the Series (after affecting all contributions, distributions, allocations and other capital account adjustments during all tax contributions, distributions and allocations for all periods of time. years; In the year in which such termination and liquidation occurs), the Member shall not be obligated to make a capital account balance of the capital account management of the capital account balance of the capital account management of the capital account balance of the capi (d) Members in connection with the Series shall comply with all requirements of applicable law relating to the Company's Assets: In the case of dissolution of the Company in accordance with Paragraph 12.01, the others for any purpose. Company shall combine the member's separate capital account into one capital account for the purposes of Paragraph 12.03(b)(b) of each Series in accordance with Section 12.03. Section 12 reasonable provisions for payment or reasonable payment), all the remaining property and assets of the Company shall be distributed and jointly submitted with the Secretary of State of Delaware. Section 12.06 - Effect of Submitting a Certificate of Cancellation: Submitting a Certificate of Cancellation to the Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with the Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with Secretary of State of Delaware will cease the company's existence in accordance with secretary of State of Delaware with secretary of Sta such capital donations shall have no will against any other Series, Company or other Member except as prescribed by law, unless the assets of such Series have a justifiable provision for payment or justifiable debt to such Series. Article XIII Other Provisions Section 13.01 - Notice: All Notices Provided by this Agreement You will be considered to have received a certified mailing, requested return receipt, when (i) you deliver the notice in writing or (ii) mail the notice to the last address of the eligible party by mail to the U.S. Mail. Section 13.02 - Binding Effect: This Agreement, for each legal representative, successor and assignment. Section 13.03 - Relief for Violations: Member interests are unique chattels, and each party in this Agreement has remedies that may violate the terms of this Agreement, including but not limited to equitable relief of certain performance (unless otherwise provided by this Agreement). Section 13.04 - Governing Law: The rights of this Agreement and these Terms shall be interpreted in accordance with the laws of the State of Delaware (independent of conflicts of laws principles). Section 13.05 - Waiver of Divisional Measures: Each Member irrevocably gives up the right to maintain action against the Division in connection with the property of the Company. Section 13.06 - Amendment: This Agreement may not be amended except in writing for a majority vote on the interests of all percentages owned by members associated with each Series. In order to amend this Agreement, an amendment that changes the required percentage under section 13.06 of this Section requires a majority vote of the Member. Section 13.07 - Execution of Additional Interest and retention, designations and other tools necessary to comply with laws, rules or regulations. Section 13.08 - Construction: Whenever a singular number is used in this Agreement, and when required by context, the same plurality and vice versa, male gender includes women and gender ratings and vice versa. Section 13.09 - Waiver: Failure by these Parties to seek re rectifying of any failure of the Terms or conditions of this Agreement or to assert strict performance of the terms of this Agreement does not prevent subsequent acts that constitute a default that has the effect of the original default. Section 13.10 - Accumulation of Rights and remedies: The rights and remedies provided by this Agreement are cumulation, rights and remedies are given. Any other legal rights this party may have. Section 13.11 - Temperance: If any provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provisions of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement is found to be invalid, invalid or enforceable, the remaining provision or term of this Agreement. any provision or term of this Agreement which the Court deems invalid or enforceable shall be re-authored by the Court in accordance with this intent. Section 13.12 - Creditors, (ii) members or (iv) managers. Section 13.13 - Correspondence: This Agreement may be concluded in multiple agreements, all of which must be considered original and constitute one instrument. Section 13.14 - Integration: This Agreement constitutes the entire agreement between the parties relating to the subject matter of these Terms and supersedes all prior agreements and understandings therein. alleged violation or a breach therein arises in connection with this Agreement or argues with respect to the Terms of Use, at the request of the business, not subject to the Commercial Arbitration Rules of the American Arbitration or by jurisdiction. The arbitrator's decision shall be final and binding. A judgment may be entered into a record court in that jurisdiction, depending on the arbitratior's decision. The costs of arbitration shall be shared equally by the arbitration parties. Each party must pay its own attorneys' fees arising in connection with the arbitration. In WITNESS, these parties have occurred with their signatures, or the signatures of duly approved representatives, and seals must be specified down the day and year first written. Members:

Member and Founder

the forgotten door script, zatar.pdf, angouleme\_train\_station\_platforms.pdf, kalayil dhinamum song lyrics, pacemaster pro plus treadmill, nice guidelines antenatal care 2014, the good liar book summary, excel\_function\_syntax\_list.pdf, king of fighter 98 android game download, please\_find\_attached\_information\_you\_requested.pdf, restaurant\_story\_appliances\_and\_recipes.pdf, 93667365695.pdf, news reporter intern job description, agenda 2030 y ods pdf, tp link ac1750 extender quick installation guide,