

Operating Agreement of Acme Corporation A New York Limited Liability Company

This OPERATING AGREEMENT ("Operating Agreement" or "Agreement") of Acme Corporation, 3239 Windsor Lane , New York, New York 10035, United States (the "Company"), dated as of 05/01/2023, is adopted by its members ("Members") as follows:

Sandra Weaver - 3239 Windsor Lane , New York, New York 10035, United States

Daniel Green - 654 Benedum Drive , Poughkeepsie, New York 11603, United States

BACKGROUND

The Members have formed the Company as a limited liability company under the State Law of New York and desire to enter into this Agreement to govern the operations of the Company.

THE AGREEMENT

NOW, THEREFORE, the Members and the Company agree as follows:

I. ORGANIZATION

1. Formation.

The Company has been organized as a New York limited liability company under and pursuant to the provisions of law with the filing of the Articles of Organization of the Company with the Secretary of State of New York on 03/01/2023. The rights and obligations of the Members shall be as set forth in this Operating Agreement, except to the extent expressly provided otherwise by law.

2. Name.

The name of the Company is Acme Corporation, L.L.C., and all Company business shall be conducted by that name or by such other name as the Members, from time to time, may select and which is in compliance with all applicable laws.

3. Principal Office and Initial Agent.

The principal office of the Company shall be 3239 Windsor Lane , New York, New York 10035, United States, or such other office as Members, from time to time, may designate.

The registered agent of the LLC shall be as follows:

Sandra Weaver

3239 Windsor Lane , New York, New York 10035, United States

4. Purpose.

The purpose of the Company is as follows: "Consulting". The Company may engage in all activities necessary or appropriate to achieve this purpose.

5. Term.

The term of this Agreement shall be perpetual, unless sooner terminated as hereinafter provided.

6. Entity Declaration.

The Company is not a general partnership, a limited partnership, or a joint venture, and no Member, either Managing or Non-Managing, shall be considered a partner or joint venturer of or with any other Member for any purpose other than for federal and state tax purposes, and this Operating Agreement shall not be construed otherwise.

II. CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; MEMBER'S OWNERSHIP INTEREST

1. Contributions and Ownership Interest.

The initial contribution to the Company by the Member(s) is made simultaneously with the execution of this Agreement. The type of property contributed, the fair market value as agreed upon between the LLC and the contributing member, and the ownership interest percentage ("Interest") the member(s) receives in return for his or her contribution is detailed below:

Member Name	Initial Capital Contribution	Percentage Ownership
Sandra Weaver	\$10,000.00	50%
Daniel Green	\$10,000.00	50%

The respective contributions of the Members must be delivered to the Membership / Corporation on or before 04/01/2023.

2. Additional Capital Contributions.

No additional Capital contributions shall be permitted unless approved by the Company. No Member shall be required to introduce any additional Capital Contributions to the Company.

Members shall not receive any interest on their Capital Contributions.

3. No Right To Withdraw or to Withdraw Capital.

Members shall not be entitled to withdraw any of their contributions to the Company, nor shall they be entitled to the return of any amount in their Capital Account unless otherwise permitted by a unanimous vote of the Members.

4. Capital Accounts.

The capital of the Members shall be placed in Capital Accounts as may be approved and designated by the Members.

III. DISTRIBUTIONS

1. Distributions.

- a. In General. Distributions of cash or Property shall be allocated to the Members in accordance with the respective percentage of ownership by each of them.
- b. Distributions of Securities in Kind. To the extent feasible, each distribution of securities in kind shall be apportioned among the Members (based upon the fair market thereof as of the date of the distribution, as determined by the Members) in proportion to their respective interests in the proposed distribution under subsection (a) hereof.

2. Distribution Policy.

The Members may, in their sole discretion, but shall not be required to, cause the Company to make distributions of cash and/or Property at any time and from time to time in the manner described herein. Notwithstanding the foregoing, the parties hereby acknowledge their intent that (i) it be the general policy of the Company to make such distributions as are determined by the Members to be appropriate on a quarterly basis as soon as is reasonably practicable following the end of each fiscal quarter such that (ii) each fiscal quarter will generally be a separate Period. The Members will use all reasonable efforts to cause the Company to adhere to the following distribution policy: The Company will distribute to the Members, no less frequently than annually, substantially all of the taxable income, including net recognized capital gain, if any, related to the Company's investments. The Company will distribute to the Members all proceeds received from principal payments and sales of investments net of: (i) reserves and expenses; and (ii) any amounts paid by the Company on the exercise of warrants.

IV. ALLOCATIONS

1. Allocation of Profits and Losses.

Profits and Losses for each Period shall be allocated to the Members in accordance with the respective percentage of ownership by each of them.

2. Allocations Concerning Transferred Interests.

Unless required otherwise by the law, any profits or losses for a particular interest that has been conveyed or transferred for a particular year shall be allocated among participating Members, using as basis their respective interests and also using standards which may be set by the Members or the Managing Member.

V. POWERS AND DUTIES OF THE MEMBERS

1. In General.

Except as otherwise specifically provided for in the Agreement or in law, the Members shall have the exclusive right to manage the Company's business and shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. No contract, obligation or liability of any kind or type can be entered into on behalf of the Company by any single Member other than the Managing Member (if appointed) or through a corporate officer (if duly authorized). The Members shall have the right to take all actions which shall be necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement.

2. Rights and Powers of Members.

The Members shall have all specific rights and powers required for the management of the business of the Company including the right to do the following:

- a. Conduct its business, carry on its operations and have and exercise the powers granted by law in any state, territory, district or possession of the United States, or in any foreign country which may be necessary or convenient to effect any or all of the purposes for which it is organized;
- b. Acquire by purchase, lease or otherwise any asset which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- c. Sell, assign, convey, operate, construct, improve, or lease any asset for Company purposes;
- d. Execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, maintenance and operation of the business, or in connection with managing the affairs of the Company, including executing amendments to this Operating Agreement and the Articles in accordance with the terms of this Operating Agreement;
- e. Borrow money and issue evidences of indebtedness, and secure the payment of the same by mortgage, pledge or other lien on Company assets, but only to the extent that such indebtedness, based on the advice of counsel to the Company, would not constitute acquisition indebtedness; provided, however, that the Members shall not borrow money or issue any evidence of indebtedness for the purpose of making additional loans or purchasing additional investment securities for and on behalf of the Company;

- f. Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Company's assets;
- g. Prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the assets of the Company and in connection therewith execute any extensions or renewals of encumbrances on any or all of such assets;
- h. Care for and distribute funds to the Members, by way of cash income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and perform all matters in furtherance of the objectives of the Company or this Operating Agreement;
- i. Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;
- j. Enter into transactions involving potential Conflict of Interest Transactions;
- k. Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company assets and to the Members) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;
- l. Take, or refrain from taking, all actions, not expressly proscribed or limited by this Operating Agreement, as may be necessary or appropriate to accomplish the purposes of the Company;
- m. Institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought by or on behalf of, or against, the Company or the Members in connection with activities arising out of, connected with, or incidental to this Operating Agreement, and to engage counsel or others in connection therewith;
- n. Acquire, utilize, vote, sell, mortgage, dispose, use and deal in and with, interests in or obligations of corporations, associations, partnerships, individuals, or various governmental interests.

- o. To make such indemnification as is authorized by this Operating Agreement or in accordance with law.

3. Investment Duties.

The Members will determine from time to time what securities and other investments will be retained or sold by the Company and will provide portfolio management and servicing of the investments held in the Company's portfolio, administer the Company's day-to-day affairs, and attend to Member relations. The Members will use reasonable efforts not to carry any investment or incur any liability for and on behalf of the Company which would result in the realization of unrelated business taxable income.

4. Administrative Duties.

The Members will administer the affairs of the Company as provided for hereunder and, in particular, will, among its other duties, attend to the following items:

- a. The Members will supervise all aspects of the operations of the Company, including oversight of transfer agency, custodial and accounting services, to be paid by the Company;
- b. The Members will arrange, but not pay, for the periodic preparation, updating, filing and dissemination (as required) of tax returns and required reports to the Members and appropriate federal or state regulatory authorities;
- c. The Members will maintain or oversee the maintenance of all books and records with respect to the Company; and

5. Expenses.

- a. The Company will pay all expenses (including, without limitation, accounting, legal, printing, clerical, filing and other expenses) incurred by the Company or the Members on behalf of the Company in connection with the organization of the Company and the Conversion. The Company will bear all of its expenses incurred in its operations including, but not limited to, the following: (i) brokerage and commission expense and other transaction costs incident to the acquisition and dispositions of investments and the creation and perfection of security interests with respect thereto (if any), (ii) federal, state and local taxes and fees, including transfer taxes and filing fees, incurred by or levied upon the Company, (iii) interest charges and other fees in connection with any borrowings, (iv) SEC fees and expenses and any fees and expenses of state securities regulatory authorities, if any, (v) expenses of printing and distributing reports and notices to Members, (vi) costs of proxy solicitation, (vii) costs of meetings of Members, (viii) charges and expenses of the Company's custodian, transfer and dividend disbursing agents, (ix)

expenses of collecting loans made by the Company and foreclosing and executing upon security interests granted to the Company in connection with any such loans, including the expenses of storing collateral, (x) legal and auditing expenses, including expenses incident to the documentation for, and consummation of, investments of the Company (including investments that are not consummated), (xi) costs of stationery and supplies, (xii) the costs of membership by the Company in any trade organization, and (xiii) expenses associated with litigation and other extraordinary or non-recurring expenses.

- b. The payment or assumption by the Members of any expense of the Company that the Members is not required to pay or assume hereunder shall not obligate the Managing Member (where appointed) to pay or assume the same or any similar expense of the Company on any subsequent occasion.

VI. MEETINGS OF MEMBERS

1. Meetings.

Meetings of the Members may be called by the Managing Member, or by Members owning not less than twenty-five percent (25%) of the company. Meetings shall be held at the principal place of business of the Company or as otherwise determined by the Members.

2. Notice.

Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than sixty (60) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in this Agreement and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3. Quorum.

The holders of a Majority-in-Interest of the company, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members; *provided, however,* that, if the holders of less than a Majority-in-Interest of the company is present at such meeting, the holders of a majority of ownership present may adjourn the meeting at any time without further notice.

4. Manner of Acting.

The act of the holders of a majority of ownership of the company present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater

number is required by the Act, this Operating Agreement, or the Articles.

5. Action Without Meeting.

Unless specifically prohibited by the Articles, any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members were present and voting. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who did not consent in writing.

6. Telephonic Meetings.

The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

7. Proxies.

Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another Person or Persons to act for him by proxy. No proxy shall be valid after eleven months from the date of its execution, unless it is otherwise permitted by law and so provided in the proxy.

8. Voting.

Except as otherwise required in the Articles of Organization, Certificate of Formation or expressly provided in this Agreement, the Member shall have all of the voting rights provided in the State Law.

9. Record Date.

For the purpose of determining the Members entitled to notice of, or to vote at, a meeting of the Members or to give approvals without a meeting hereof, to receive any distribution or to exercise any right, the Members may set a record date (the "Record Date") which, in the case of a meeting or written approvals, shall not be less than five (5) nor more than 60 days before (i) the date of the meeting (unless such requirement conflicts with any law, rule, regulation or other applicable ordinance) or (ii) in the event approvals are sought without a meeting, the date by which Members are requested in writing to give such approvals and, in all other cases, shall not be more than 60 days prior to any other action.

VII. INDEMNIFICATION/LIMITATION OF LIABILITY

1. Right to Indemnification.

Subject to the limitations and conditions provided in this Article 7 and in law, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (other than an action by or in the right of the Company) ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that it, or a Person of whom it is the legal representative, is or was a Member or Managing Member (or an owner, employee or agent thereof) shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that its conduct was unlawful.

2. Derivative Claims.

Subject to the limitations and conditions provided in this Article 7 and in law, the Company shall and does hereby indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was a Member or Managing Member (or an owner, employee or agent thereof) of the Company against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit, if such Person acted in good faith and in a way that is not contrary to the interests of the Company; provided, however, that indemnification shall not be made with respect to claims, issue or matter as to which such Person shall have been adjudged to be liable for gross negligence, recklessness or willful misconduct in the performance of its duty to the Company unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

3. Success on Merits.

To the extent that a Person has been successful, on the merits or otherwise, in the defense of any Proceeding referred to in Sections 7.1 or 7.2, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection therewith.

4. Survival.

Indemnification under this Article 7 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 7 shall be deemed contract rights, and no amendment, modification or repeal of this Article 7 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

5. Advance Payment.

The right to indemnification conferred by this Article 7 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of its good faith belief that it has met the standard of conduct necessary for indemnification under this Article 7 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article 7 or otherwise.

6. Indemnification of Employees and Agents.

The Company may indemnify and advance expenses to any other employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses incurred by the Managing Member under this Article 7; and the Company may indemnify and advance expenses to Persons who are not or were not Managing Members, employees or agents of the Company, but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against it and incurred by it in such a capacity or arising out of its status as such a Person to the same extent that it may indemnify and advance expenses to the Member or Managing Member under this Article 7.

7. Appearance as Witness.

Notwithstanding any other provision of this Article 7, the Company may pay or reimburse expenses incurred by a Member or Managing Member (or owner, employee or agent thereof), or any agent or employee of the Company in connection with its appearance as a witness or other participation in a Proceeding at a time when it is not a named defendant or respondent in the Proceeding.

8. Nonexclusivity of Rights.

The right to indemnification and the advancement and payment of expenses conferred by this Article 8 shall not be exclusive of any other right which a Member or Managing Member (or an owner, employee or agent thereof), or other Person may have or hereafter acquire under any law (common or statutory), provision of the Articles or Operating Agreement, agreements, vote of Members, or otherwise.

9. Insurance.

The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under Article 7.

10. Savings Clause.

If Sections 7.1 or 7.2 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated and to the fullest extent permitted by applicable law.

11. Limitation on Liability.

Neither a Member or the Managing Member shall be liable for any error of judgment or mistake of law or for any loss suffered by the Company in connection with the matters to which this Agreement relates except a loss resulting from gross negligence or willful misconduct on its part (or on the part of any Affiliate, as the case may be) in the performance of its duties or from its reckless disregard of its obligations and duties under this Agreement.

VIII. BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

1. Maintenance of Books and Records.

i. The Members shall cause the Company to keep books and records of accounts and

minutes of the proceedings of its Members at the principal office of the Company. Within 120 days following the end of each of the Company's fiscal years, the Company shall provide to the Members, unaudited, annual financial statements prepared in accordance with generally accepted accounting principles. In the discretion of the Members, the Company shall provide to the Members unaudited quarterly financial statements following the end of each of the first three fiscal quarters of the Company's fiscal year, prepared in accordance with generally accepted accounting principles.

2. Tax Information.

As promptly as reasonably practicable following the end of each fiscal year during the term of the Company, the Members shall be furnished with K-1 to Form 1065 federal return or its equivalent, and such additional information as a Member reasonably may request to enable it to complete its tax returns or to fulfil other reporting requirements.

3. Taxable Year and Accounting Method.

The Company's taxable and fiscal years shall be December 31. The Company shall use the accrual method of accounting.

4. Tax Elections.

All elections required or permitted to be made by the Company under the Code shall be made by the Members on behalf of the Company.

"Tax Matters Member."

The Managing Member or in case there is none, the designated person of the Members shall be the "tax matters partner" of the Company pursuant to the laws of New York. The Tax matters partner is authorized to take such actions as are permitted.

5. Bank Accounts.

All funds of the Company are to be deposited in the Company's name in such bank accounts or investment accounts, and shall be withdrawn on the signature of such other Person or Persons, as required by the applicable Custodian Agreement.

IX. RESTRICTIONS ON TRANSFER OF INTEREST

1. Prohibition on Transfers.

- a. Except as otherwise specifically provided herein, no Interest Holder may sell, assign, transfer, pledge, encumber, or otherwise dispose of (any of which is a "Transfer") its Interest, in whole or in part, or enter into any agreement or grant any options or rights with respect thereto, whether by action of such Interest Holder or by operation of law or otherwise, without the prior written consent of the Members. All expenses incurred by the Company in respect of such Transfer shall be

reimbursed by such Interest Holder. In addition, the Members may require an opinion of counsel, in a form that is reasonably satisfactory to the Members, specifying the nature and circumstances of such Transfer and, based on such facts, stating the proposed Transfer would not be in violation of any of the registration provisions of applicable federal or state securities laws.

b. Notwithstanding anything contained herein to the contrary, the Members shall not consent to any transfer if such transfer would:

- i. cause a termination of the Company for federal or, if applicable, state income tax purposes;
- ii. in the opinion of counsel to the Company, cause the Company to cease to be classified as a partnership for federal or state income tax purposes;
- iii. cause the Company to become a "publicly traded partnership,";
- iv. require the registration of such transferred Interest pursuant to any applicable federal or state securities laws;
- v. subject the Company to regulation under relevant laws;
- vi. result in a violation of applicable laws; or
- vii. be made to any Person who lacks the legal right, power or capacity to own such Interest.

2. Admission of Transferee as Member.

- a. The Members may consent to a Transfer without consenting to the admission of the transferee under such approved Transfer (a "Transferee") as a Member of the Company. A Transferee may only be admitted as a Member of the Company if and when (i) the Transferee becomes a party to this Agreement by agreeing in writing to be bound by the terms and provisions hereof, and (ii) the Members consent to such admission, which consent may be withheld in its sole and absolute discretion. Any Transferee, and the spouse of such Transferee if applicable, shall execute and acknowledge such other instruments as the Members may deem necessary or desirable to effectuate the admission of the Transferee as a Member of the Company.
- b. Any Transferee not admitted as a member of the Company shall be entitled to the Profits, Loss, and distributions allocable based on ownership interest, but shall not be entitled to vote on Company matters or to exercise or enjoy any of the other

rights of a Member of the Company unless and until such Transferee is admitted as a Member of the Company. Each Transferee or any subsequent Transferee of Interests, or any partial interests thereof, shall hold Economic Interests subject to all of the provisions hereof and shall make no transfers except as permitted hereby.

3. Pledge.

An Interest Holder may not pledge its Interest as security, except with the consent of the Members, which consent, in its sole and absolute discretion, may be withheld.

4. Void Transfers.

Any purported transfer in violation of any provision hereof shall be void ab initio and shall not operate to transfer any right, title or interest to the purported transferee.

5. Withdrawal Prohibited.

No Member may withdraw or resign from the Company until there has been a dissolution and a full and complete winding up of the Company in accordance with this Agreement and relevant laws. If such Member is permitted to withdraw pursuant to the provisions of, notwithstanding the foregoing, such Member shall be treated as an Economic Interest Holder which has not been admitted as a Member of the Company.

X. OFFICERS

Officers. During the Term of this Agreement, the Members shall take any actions necessary to elect the Officers of the Corporation as it may determine from time to time. At a minimum, the Members shall vote to appoint a President, Secretary, and Treasurer.

Officers shall perform such duties as may be defined by the Members with respect to their position, and those from time to time assigned to them by the Members.

Officers of the corporation shall have a term and salary as may be defined by the Members, and any vacancy can be filled up through a vote of the Members.

XI. MAJOR CORPORATE DECISIONS

Except as otherwise provided herein, none of the following actions shall be taken by the Corporation without the affirmative approval of a Majority vote of all the Members entitled to vote:

- a. declaration or payment of any dividend or distribution or the like, or any redemption subsequent to the date hereof;
- b. any amendment, change or restatement of the Articles of Incorporation or the Bylaws of the Corporation;
- c. the dissolution, winding-up or liquidation of the Corporation;

- d. the entry into bankruptcy or insolvency proceedings, whether voluntary or involuntary;
or
- e. the change in the business of the Corporation as presently conducted or as contemplated as of the date hereof.

XII. DISSOLUTION, LIQUIDATION AND TERMINATION

1. Events of Dissolution.

The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of the following:

- a. The determination to dissolve made by the Members;
- b. The sale, disposition or abandonment of all or substantially all of the Property; or
- c. The entry of a decree of judicial dissolution in accordance with law.

The Company shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, dissolution or Bankruptcy of any Member or Managing Member.

2. Winding Up.

Upon the dissolution of the Company, the Members shall wind up the Company's affairs and satisfy the Company's liabilities. The Members shall liquidate all of the assets of the Company in a reasonable fashion. During this period, the Members shall continue to operate the business of the Company and all of the provisions of this Operating Agreement shall remain in effect. The Members shall notify all known creditors and claimants of the dissolution of the Company in accordance with law.

3. Final Distribution.

The proceeds from the liquidation of the assets of the Company shall be distributed as follows:

- a. First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and
- b. The balance, if any, to the Members in accordance with the respective percent of ownership by each of them.

4. Distributions in Kind.

In connection with the termination and liquidation of the Company, the Members may either sell Property for cash or distribute Property *pro rata* in kind.

5. No Recourse Against Managing Member.

The Members shall look solely to the assets of the Company for the return of their investment, and if the assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, then they shall have no recourse against the Managing Member.

6. Certificate of Cancellation.

On completion of the distribution of assets of the Company as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State, take such other actions as may be necessary to terminate the Company.

XIII. GENERAL PROVISIONS

1. Effect of Headings; Terminology.

The subject headings of the articles, sections and subsections of this Operating Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions. All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender, singular or plural, as the context requires. The use herein of the word "including," when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matter set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words with the same meaning or intent) is utilized in relation to the same, but shall be construed as a reference to matters or items that could be included within the scope of the general statement, matter, or term.

Entire Agreement; Waiver.

This Operating Agreement hereto constitute the entire agreement between the parties pertaining to the subject matter contained in them and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Each party hereto represents that, in entering into this Operating Agreement, such party has relied solely upon the express provisions of this Operating Agreement and has not relied upon any other party's inducements, promises, representations or obligations to make any disclosures. No waiver of any of the provisions of this Operating Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

2. Amendments.

- a. this Agreement may be amended, in whole or in part, only through a written

amendment executed by the Members constituting a Majority-In-Interest

3. Notices.

All notices and demands required or permitted under this Operating Agreement shall be in writing, as follows: (i) by actual delivery of the notice into the hands of the party entitled to receive it; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date which is five (5) days after its mailing; (iii) by facsimile or (iv) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given as of the date it is sent.

All notices which concern this Operating Agreement shall be addressed to all Members and all relevant officers, employees, or persons.

This Operating Agreement shall be binding upon the Members, the Managing Member and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.

4. Applicable Law.

The laws of the State of New York shall govern this Operating Agreement, excluding any conflict of laws rules. The Members agree that all claims, actions, or proceedings arising from this Operating Agreement shall be commenced only in courts having a situs within the New York. Each Member hereby consents and submits to the jurisdiction of any local, state or federal court located within such county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. To the extent permitted by applicable law, the provisions of this Operating Agreement shall override the provisions of the Act to the extent of any inconsistency or contradiction between them.

5. Further Assurances.

Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and the transactions contemplated herein.

6. Severability.

If any provision of this Operating Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that such provision or portion thereof shall be modified or deleted in such a manner so as to make such provision or portion thereof, as modified, legal and enforceable to the fullest extent permitted under applicable law, and, notwithstanding such modification or deletion, all other provisions of

this Operating Agreement be construed to remain fully valid, enforceable, and binding on the parties, provided that no such severability shall be effective if it materially changes the economic benefit of this Operating Agreement to any party.

7. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought for the enforcement of this Operating Agreement, or because of an alleged dispute, breach, default, or misrepresentative in connection with any of the provisions of this Operating Agreement, the prevailing party or parties shall be entitled to recover court costs, expert and witness costs, reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled. The prevailing party shall be determined based upon an assessment of which party's major arguments made or positions taken in the action or proceedings fairly could be said to have prevailed over the other party's major arguments or positions on major disputed issues in the decision.

8. Counterparts.

This Operating Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members and the Company have caused this Agreement to be executed as of the day and year first above written.

Sandra Weaver

Daniel Green

