



**California Secretary of State
Electronic Filing**



LLC Registration – Articles of Organization

Entity Name: LostFundsRefund.com LLC

Entity (File) Number: 202116710764

File Date: 06/14/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: LostFundsRefund.com LLC

2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 2064 Universal Ave
San Bernardino, California 92407
United States

 - b. Initial Mailing Address: 2064 Universal Ave
San Bernardino, California 92407
United States

3. Agent for Service of Process: Gregory Stewart
2064 Universal Ave
San Bernardino California 92407
United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Sonia Becerra

Contents

COMPANY PROFILE

ORDER TIMELINE & STATUS

COMPANY ALERTS

0

Order ID

#2003851



Date of Formation

11/16/2020



Current Order Status

Filed



Business Profile


Business Name	LostFundsRefund.com
Business Type	LLC
Formation State	California
Biz Category	Finance
Biz Description	Location of lost and finding surplus funds
Business Address	2064 Universal Ave
City	San Bernardino

State CA

ZIP 92407

 Company Management 

Name	Title
Gregory Stewart	Manager

 Shipping Address

Address 2064 Universal Ave

City San Bernardino

State CA

ZIP 92407

 Order Details

My Package	Package
State Processing Speed	Standard (15 business days)
EIN Obtainment	<input checked="" type="checkbox"/>
Seller's Permit	<input checked="" type="checkbox"/>

 Registered Agent

Registered Agent Name Gregory Stewart

Address

2064 Universal Ave

City

San Bernardino

State

CA

ZIP

92407

County

San Bernardino

Please complete application in full and return along with required supporting documents to app@ididata.com

**ID APPLICATION AND
SUBSCRIBER AGREEMENT
(Non-GLBA, Non-DPPA)**

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and LostFundsRefund.com LLC ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. **License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. **Compliance with Laws.** Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, rules, and regulations, all of which the Subscriber certifies to comply, including, without limitation, compliance with the National Do Not Call Registry, the Telephone Consumer Protection Act (47 U.S.C. § 227), the CAN-SPAM Act (16 CFR Part 316) and those applicable to Subscriber's business as well as any applicable Subscriber privacy policies. ID is not a "consumer reporting agency," and the Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Subscriber represents and warrants that the Services obtained will not be used, in whole or in part, as a factor in determining an individual's creditworthiness or eligibility for (i) credit, (ii) insurance, (iii) employment, or (iv) for any other purpose under the FCRA.
3. **No Warranties.** ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS". ID and its parents, subsidiaries, affiliates, and representatives shall have no liability for, and Subscriber agrees not to sue for, any claim relating to ID's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.
4. **Termination.** Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
5. **Indemnification; Limitation of Liability.** Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
6. **Fees.** Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
7. **Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
8. **Security.** Subscriber will not disclose to any third party any information relating to ID's business, the Services, or information derived from the Services ("Information"), including, without limitation, ID's business, financial, and technical information, data sources, pricing, products, processes, systems, results of testing, terms of this Agreement, and any summaries, analyses or other information derived from any of the foregoing (collectively, "Confidential Information"). If Subscriber suspects or becomes aware of unauthorized access to the Services or Confidential Information, Subscriber will immediately notify ID at Incident@ididata.com.
9. **Restrictions on Use.** ID retains all right, title and interest in the Services, Information, and Confidential Information, and Subscriber will not claim any rights to, or ownership of, any of the foregoing. Subscriber will only use the Services for the purpose(s) certified by Subscriber in this Agreement and for no other purpose. Subscriber will not, directly or indirectly, resell the Services or Information, nor use the Services to create a competing product. Subscriber will not use the Services for personal reasons, including without limitation, to locate friends, family members, celebrities or government officials. Subscriber will not access the Services from outside the United States. Services will be used by Subscriber only. Information may not be delivered to, or filed with, any third party. If Subscriber receives, as part of the Services, Mobile Advertising ID ("MAID") information, Subscriber will not, and will not permit any third party to, identify a specific consumer(s) by MAID.
10. **Miscellaneous.** Subscriber is not a representative or agent of ID, will not represent that it is to any third party, and has no authority to bind ID. Subscriber's breach of any agreements with ID will cause irreparable harm to ID. Upon any breach or threatened breach, ID shall be entitled to injunctive relief, without having to post a bond, in addition to money damages and any other remedy available at law. This Agreement may be amended only by a written agreement signed by an authorized representative of ID. This Agreement may not be assigned, transferred, or sublicensed, in whole or in part, without ID's prior written approval. In the event of a conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail. This Agreement shall be governed by Delaware law, without reference to its choice of law rules. Venue for all actions shall be in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The prevailing party in any action shall be entitled to an award of its reasonable attorneys' fees and costs. To the extent that the Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of ID. ID, and any such sources (as third-party beneficiaries), are entitled to enforce this Agreement directly against Subscriber. Provisions relating to access and use of the Services (excluding the license grant), disclaimer of warranties, indemnification, limitation of liability, audit, Subscriber's release of claims, payment of fees, and confidentiality obligations, shall survive termination of this Agreement.
11. **Entire Agreement.** This Agreement, and the Application, constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, and the Application, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

LostFundsRefund.com LLC

Company Name ("Subscriber")

Authorized Signature

Gregory Stewart

Type or Print Name of Authorized Signer

6/14/21

Date

Managing Member

Title

APPLICATION

Company Information

Company Name (Must be legal entity name): LostFundsRefund.com LLC	Main Phone Number: 800-674-6618
Website: www.LostFundsRefund.com	Tax ID / Professional License Number: 56-4331302
PHYSICAL Address (PO Box and Postal Locations not accepted): 2064 Universal Avenue	PHYSICAL Address City/State/Zip: San Bernardino CA 92407
BILLING Address: 2064 Universal Avenue	BILLING Address City/State/Zip: San Bernardino CA 92407
Billing Contact Name: Gregory Stewart	Billing Contact Phone Number: (800) 674-6618
PRIMARY ADMIN (OR USER) FULL NAME: Gregory Stewart	PRIMARY ADMIN (OR USER) EMAIL ADDRESS: LostFunds777@gmail.com
What industry does your company operate in? Finance Locating Surplus Funds	

Activity report Jun 8 - Jun 15

Today (Tuesday, June 15th)



You entered a note

6:25 pm



CENTENO SUMMER A

Perform Skip Trace using Infotracer.com

Truth People Finder.com

Information was found using Peoplefinders.com no telephone number and no email address were found tho. Prospect age is 19 born July 2001. Current address showing 71 S Madison Ave Spring Valley NY 10977

Email address was found for Ada Iris Centeno in Orlando FL Age 50 acenteno3@gmail.com

Telephone

407-952-3211

718-561-8465

718-584-8738

845-553-3345

347-851-5746

718-319-1839

[Edit this note](#)

[Delete this note](#)



You entered a note

5:53 pm



VANNGUYEN TUNG VAN

Perform Skip Trace using Infotracer.com

Truth People Finder.com

No Information was found no telephone number and no email address were found

Recent Activity: Jun 9 - Jun 16

Today (Wednesday, June 16th)



PADGETT WILLIAM J HEIRS

You updated this Sales Lead 9:02 pm

Status: Skip Trace



Class-Claudio Bienvenida; Rivera Jesus Emilio

You updated this Sales Lead 8:55 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>

5:53 PM (2 minutes ago)

to gm7106075, me

Phone Numbers

- (407) 851-7106
- (407) 704-3434
- (305) 416-9399
- (407) 851-0445
- (407) 251-1685
- (407) 556-4271
- (661) 323-1962
- (305) 773-2858
- (661) 549-5774
- (305) 394-7474
- (787) 614-3333

Email Addresses

- leisurepropertygroup@gmail.com
- jriverajr75@aol.com
- jesus.rivera@bigfoot.com
- jerivera12@email.com
- dsensing@comcast.net

Relatives / Associates

- Jose N Rivera
- Adalberto Rodriguez Rivera

Jesus Rivera



Helmes David Estate

You updated this Sales Lead 8:48 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>

5:46 PM (1 minute ago)

to gm7106075, me

David helmes

- Address 3
- 450 W 5th St Plainfield, NJ 07060

Phone Numbers

- (407) 291-9274
- (908) 755-1021

Email Addresses

- helmes.david@optonline.net

Relatives / Associates



Kennedy Stephen C; Kennedy Charles F; Kennedy Jennifer A

You updated this Sales Lead 8:42 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>
5:40 PM (0 minutes ago)
to gm7106075, me

- Address 10
- 14947 Golden Isle Blvd Orlando, FL 32828

Phone Numbers

- (678) 895-1272
- (678) 366-3396
- (305) 408-1617
- (407) 306-0407

Email Addresses

- skennedy9@hotmail.com
- skennedy9@juno.com
- skennedy9@netzero.net
- skennedy9@netscape.com
- skennedy9@yahoo.com
- skennedy9@address.com
- skennedy9@aol.com

Relatives / Associates

- Natasha N Kennedy
- Charlene Renee Jackson

Stephen Kennedy

**Camacho Mary Ann Estate**

You updated this Sales Lead 8:34 pm

Status: Skip Trace

**Beauvais Denise G**

You updated this Sales Lead 8:25 pm

Status: Skip Trace

I
Gregory Stewart <gregory4naca@gmail.com>
5:22 PM (1 minute ago)
to gm7106075, me

Phone Numbers

- (718) 805-1239
- (407) 240-1611

Email Addresses

- denisebeauvais@netscape.net

Relatives / Associates

Denise beauvais

**MCDANIEL JERRY M**

You entered a note 8:18 pm

Gregory Stewart <gregory4naca@gmail.com>
4:58 PM (0 minutes ago)
to gm7106075, me

- Address 15
- 601 Bradley St SW Decatur, AL 35601

Phone Numbers

- (863) 441-1380
-

- (863) 699-2747
- (813) 766-0826
- (256) 476-3033
- (863) 381-2129
- (205) 355-5771
- (256) 309-4458

Email Addresses

- mac-16@hotmail.com
- mac1@htn.net
- mac-16@comcast.net
- jerry.mcdaniel@hotmail.com
- mac-16@yahoo.com
- mac@htn.net
- mac-16@htn.net
- mac2@htn.net
- mac-16@att.net
- mac-16@uswest.net

Relatives / Associates

- Anthony Lee Mcdaniel
- Clayton Mcdaniel



MCDANIEL JERRY M

You updated this Sales Lead 7:59 pm

Status: Skip Trace



Doe Run Revocable Family Trust

You entered a note 7:49 pm

No Information found on PeopleFinder.com



Davis Herbert Joe Jr Estate

You updated this Sales Lead 7:29 pm

Status: Skip Trace



Heard Anthony J; Heard Amarilys F

You updated this Sales Lead 7:16 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>
4:13 PM (1 minute ago)
to gm7106075, me

- Address 6
- 100 Spring Cv Altamonte Spg, FL 32714

Phone Numbers

- (407) 484-7064
- (407) 876-5383
- (407) 240-5382
- (321) 299-7267
- (407) 299-7267
- (941) 433-2915

Email Addresses

- tony.heard@disney.com
- ahead639@cfl.rr.com
- anthonyheard@netzero.net

Relatives / Associates

- Amarilys F Heard
- Bianca M Heard

Anthony heard



MCVANEY KATHLEEN D HEIRS

You entered a note 7:08 pm

No Information found for Skip Trace



GARNER ALAN

You updated this Sales Lead 6:57 pm

Status: Skip Trace



BADNER MICHAEL

You updated this Sales Lead 6:43 pm

Status: Skip Trace

- Address 7
- 1941 SW Palm City Rd, Apt 21G Stuart, FL 34994

Phone Numbers

- (772) 223-1654
- (561) 223-1654
- (570) 448-2330
- (772) 463-0098

Email Addresses

Relatives / Associates

- Lois S Badner
 - Michael Badner deceased
-



CAPUTO ANNETTE

You updated this Sales Lead 6:31 pm

Status: Skip Trace

- Address 7
- 834 4th St, Apt 203 Santa Monica, CA 90403

• Address 8

- 105 Latici St Putnam, CT 06260

Phone Numbers

- (941) 979-9981
- (718) 332-8879
- (718) 259-3971

Email Addresses

Relatives / Associates

- Jodi A Caputo
 - Annette caputo
-



KOSSACK MARY U

You updated this Sales Lead 6:20 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>
3:18 PM (1 minute ago)
to gm7106075, me

Phone Numbers

- (772) 223-1722
- (772) 678-6817
- (772) 463-4101

Email Addresses

- mkossack@cs.com
- mkossack1@cs.com
- mkossack@aol.com
- marykossack@yahoo.com

Relatives / Associates

Mary kossack



LANDERS VICKIE LYNN HEIRS

You updated this Sales Lead 6:07 pm

Status: Skip Trace

Phone Numbers

- (904) 282-2728
- (904) 838-5565
- (904) 406-4919
- (904) 838-3237
- (904) 620-6176

Email Addresses

- lscba.05@gmail.com
- bigcock904@gmail.com
- ashley.landiers@aol.com
- clangevin@att.net
- vlinders@comcast.net

Relatives / Associates

Vickie Lynn landers



RUPARD WHITNEY

You entered a note 6:03 pm

Gregory Stewart <gregory4naca@gmail.com>
2:31 PM (0 minutes ago)
to gm7106075, me

Phone Numbers

- (301) 373-5968
- (321) 505-1957

Email Addresses

- wdawkins@verizon.net

Relatives / Associates

Whitney rupard



RUPARD WHITNEY

You updated this Sales Lead 5:32 pm

Status: Skip Trace



MOLINA MARILYN

You updated this Sales Lead 5:24 pm

Status: Skip Trace

o gm7106075, me

Phone Numbers

- (813) 943-6127
- (813) 740-8694
- (813) 664-9649
- (786) 285-6432

Email Addresses

- marebear68@yahoo.com

Relatives / Associates

- Angel M Young
 - Antonio Molina
 - Marilyn Molina
-



HARMON WILLIAM A

You updated this Sales Lead 5:17 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>
2:15 PM (0 minutes ago)
to gm7106075, me

Phone Numbers

- (404) 409-5854
 - (770) 676-6455
 - (630) 229-0480
 - (847) 864-3001
-

- (847) 925-9985
 - (843) 851-7487
 - (312) 782-3939
 - (630) 746-3832
 - (404) 786-6473
 - (206) 538-0728
- Email Addresses
- fucasi@aol.com
 - zjbad@aol.com
 - zharmon88@hotmail.com
- Relatives / Associates

William Harmon



BIANCHI FLOR GEMA

You updated this Sales Lead 5:00 pm

Status: Skip Trace



DAVIS RICHARD L

You updated this Sales Lead 4:54 pm

Status: Skip Trace

Phone Numbers

- (941) 475-0472
- (941) 475-0000
- (732) 306-3632
- (941) 356-4323
- (732) 356-4323

Email Addresses

- richardd4360@yahoo.com

Relatives / Associates

- Alice P Davis
-



DELRIO GERALDINE L

You updated this Sales Lead 4:46 pm

Status: Skip Trace

Gregory Stewart <gregory4naca@gmail.com>

1:45 PM (0 minutes ago)

to gm7106075, me

Phone Numbers

- (904) 725-8753
- (904) 745-8689

Email Addresses

- geraldinedelrio@hotmail.com
- gldelrio@bellsouth.net

Relatives / Associates

- Darryl E Delrio
-



REGETS JACK T

You updated this Sales Lead 4:31 pm

Status: Skip Trace

Phone Numbers

- (941) 743-2497
- (941) 764-7310
- (941) 743-0000
- (941) 255-9352
- (941) 421-2984
- (941) 875-1005
- (941) 286-5125
- (586) 983-7742
- (941) 255-9458
- (954) 983-7742

Email Addresses
• jregets@juno.com
Jack regets



KEARSE PAUL S

You updated this Sales Lead 3:48 pm

Status: Skip Trace

Phone Numbers

- (802) 334-5393
- (813) 482-6232
- (813) 621-3119
- (813) 621-8288
- (802) 999-3962
- (802) 487-9149
- (813) 623-2351
- (813) 626-8823

Email Addresses

- nancy.chana1@gmail.com
- anolipropertiesinc@yahoo.com
- mapleleafframingandconstruction@yahoo.com
- paul.kearse@gte.net
- bgk0215@msn.com
- pkearse@cs.com

Relatives / Associates

- Brenda Graham Kearse
-



SHEARIN RONALD E

You updated this Sales Lead 3:42 pm

Status: Skip Trace



SHEARIN RONALD E

You entered a note 3:42 pm

Gregory Stewart <gregory4naca@gmail.com>
12:41 PM (0 minutes ago)
to gm7106075, me

- Port Charlotte, FL 33952

Phone Numbers

- (941) 629-1247
- (941) 928-0167
- (941) 716-3783
- (941) 276-7353
- (813) 629-1247

Email Addresses

- ronald.shearin@cs.com
- rshearin@msn.com
- grannyshearin@hotmail.com
- rshearin@ameritech.net

Relatives / Associates

- Pamela J Shearin
-



BIANCHI FLOR GEMA

You updated this Sales Lead 2:45 pm

Status: Skip Trace

Found PeopleFinder.com

Flor Gema Bianchi

Gregory Stewart <gregory4naca@gmail.com>
11:44 AM (0 minutes ago)
to gm7106075, me

Phone Numbers

- (813) 784-0551
- (813) 496-1083
- (813) 264-5837
- (813) 850-5993
- (813) 841-9619

Email Addresses

- jesusbianchi@hotmail.com
- fbianchi@wmconnect.com

Relatives / Associates



PUCKETT DIANA

You updated this Sales Lead 2:39 pm

Status: Skip Trace

Found PeopleFinder.com

Gregory Stewart <gregory4naca@gmail.com>

11:38 AM (0 minutes ago)

to gm7106075, me

Phone Numbers

- (941) 473-7162
- (941) 266-1895
- (941) 460-9171
- (941) 474-2431
- (941) 473-3768
- (941) 426-2537
- (813) 475-4243
- (813) 697-2251
- (941) 475-4243

Email Addresses

Puckett



BIANCHI FLOR GEMA

You entered a note 2:35 pm

No Skip Trace Found using PeopleFinder.com



LAW YENNES

You entered a note 2:30 pm

No Skip Trace Found using PeopleFinder.com None



HOUSE REGINALD

You updated this Sales Lead 2:28 pm

Status: Skip Trace

PeopleFinder.com

Reginald L. House Age 58

Phone Numbers

- (321) 441-5214
- (407) 944-0503
- (407) 475-8818
- (908) 561-8079
- (954) 461-1791

Email Addresses

- r_l_house@yahoo.com
 - reg@aol.com
-



NGUYEN FREIDA

You updated this Sales Lead 2:14 pm

Status: Skip Trace

PeopleFinders.com

Freida D. Nguyen

Greg V. Nguyen 407-704-5361

407-712-4549

**CRAMOND MYRA F**

You updated this Sales Lead 2:08 pm

Status: Skip Trace

Found on PeopleFinders.com

Age 66 1954

Myra Cramond

Gregory Stewart <gregory4naca@gmail.com>

11:09 AM (0 minutes ago)

to me, gm7106075

• Orlando, FL 32809

Phone Numbers

• (407) 925-5270

• (407) 888-8418

• (407) 438-1226

• (828) 452-3425

• (407) 438-9192

• (407) 438-9197

• (407) 625-3620

• (407) 256-4160

• (407) 256-1226

• (407) 925-4270

Email Addresses

• mcramond@yahoo.com

Myra Cramond

**GARCIA BERNARDO M**

You updated this Sales Lead 1:51 pm

Status: Skip Trace

**GARCIA BERNARDO M**

You entered a note 1:51 pm

Found on Peoplefinder.com

Gregory Stewart <gregory4naca@gmail.com>

10:50 AM (0 minutes ago)

to me

Phone Numbers

• (256) 221-3960

• (256) 355-3244

• Bernardo Garcia

Yesterday (Tuesday, June 15th)**BIANCHI FLOR GEMA**

You entered a note 7:48 pm

PeopleFinder.com found

Gregory Stewart <gregory4naca@gmail.com>

Phone Numbers

• (813) 784-0551

• (813) 496-1083

• (813) 264-5837

• (813) 850-5993

• (813) 841-9619

Email Addresses

• jesusbianchi@hotmail.com

• fbianchi@wmconnect.com

**BIANCHI FLOR GEMA**

You updated this Sales Lead 7:42 pm

Status: Skip Trace

PeopleFinder.com



AHLERT DENISE COLLEEN

You entered a note *7:41 pm*

Using PeopleFinder.com found Phone number and email addresses

Phone Numbers

- (321) 624-5077
- (407) 295-1379
- (407) 649-1299
- (321) 247-5968
- (248) 375-1139
- (321) 332-5215
- (321) 332-8937
- (407) 802-2889
- (407) 293-6717

Email Addresses

- dcdance2004@yahoo.com
 - dcdance@yahoo.com
-



SARANDES ANDREA

You entered a note *7:29 pm*

Found PeopleFinder.com

Age 49 Born Feb 1972

Phones

- 561-703-0597
- 813-655-4794
- 561-852-4878
- 305-500-9212
- 561-235-9026
- 406-585-7758

Email Addresses

- andys14@aol.com
 - sarandes@yahoo.com
 - asarandes@yahoo.com
 - anthonysarandes@aol.com
 - asarandes@aol.com
 - asarandes@earthlink.net
-



SARANDES ANDREA

You updated this Sales Lead *7:20 pm*

Status: Skip Trace



JUDGE MELVIN L

You entered a note *7:19 pm*

See other note



JUDGE MELVIN L

You updated this Sales Lead *7:19 pm*

Status: Skip Trace



JUDGE MELVIN L

You updated this Sales Lead *7:18 pm*

Status: Skip Trace

People Finder.com



JUDGE MELVIN L

You entered a note *7:17 pm*

People Finder.com



JUDGE MELVIN L

You updated this Sales Lead *7:16 pm*

Status: Skip Trace

Skip Trace done on 6-15-21 using People Finder.com I found Melvin Judge only showing a PO Box 540552 Orlando FL 32854; No relatives showing; No email addresses.



CENTENO SUMMER A

You entered a note *6:25 pm*

Perform Skip Trace using Infotracer.com

Truth People Finder.com

Information was found using Peoplefinders.com no telephone number and no email address were found tho.

Prospect age is 19 born July 2001. Current address showing 71 S Madison Ave Spring Valley NY 10977

Email address was found for Ada Iris Centeno in Orlando FL Age 50 acenteno3@gmail.com Telephone

407-952-3211

718-561-8465

718-584-8738

845-553-3345

347-851-5746

718-319-1839



VANNGUYEN TUNG VAN

You entered a note *5:53 pm*

Perform Skip Trace using Infotracer.com

Truth People Finder.com

No Information was found no telephone number and no email address were found



**California Secretary of State
Electronic Filing**



LLC Registration – Articles of Organization

Entity Name: LostFundsRefund.com LLC

Entity (File) Number: 202116710764

File Date: 06/14/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: LostFundsRefund.com LLC

2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 2064 Universal Ave
San Bernardino, California 92407
United States

 - b. Initial Mailing Address: 2064 Universal Ave
San Bernardino, California 92407
United States

3. Agent for Service of Process: Gregory Stewart
2064 Universal Ave
San Bernardino California 92407
United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Sonia Becerra

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For value received, _____ hereby sell, assign and transfer unto

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_____ *Shares*
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to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

In presence of

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**STATEMENT OF ORGANIZER
IN LIEU OF ORGANIZATION MEETING
OF
LOSTFUNDSREFUND.COM**

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

RESOLVED, that a copy of the Certificate of Formation of LOSTFUNDSREFUND.COM, as filed in the Office of the Secretary of State of California on 18th June 2021 be, and the same hereby is, ordered filed in the minute book of the limited liability company; and

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

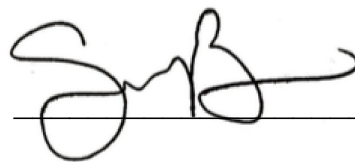
RESOLVED, that from June 18, 2021 hence, the undersigned has fulfilled the duties of Organizer and relinquishes all further duties to the Members/Managers of LOSTFUNDSREFUND.COM, and

RESOLVED, that simultaneous with the Organizer's transfer of all further duties to the Members/Managers, the said Organizer resigns such office effective June 18, 2021; and

RESOLVED, that the following named persons shall constitute the initial Members (owner) of LOSTFUNDSREFUND.COM:

Gregory Stewart

Signed and executed by the Organizer on June 18, 2021.

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

Y, Organizer

**Waiver of Notice for Initial Member Meeting
of
LostFundsRefund.com**

We, the undersigned Members, declare and confirm that we consented to the initial meeting of the Members of LostFundsRefund.com on

_____, 20__ at

_____ and hereby waive notice.

Signed this _____ day of _____, 20__

Member Signature

LLC Seal

Member Signature

Member Signature

Member Signature

Member Signature

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Signed this _____ day of _____, 20__

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Member Signature

Member Signature

**LIMITED LIABILITY
OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**

a California limited liability company

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

OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

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EXHIBITS

Exhibit A – Members

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OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

This Limited Liability Operating Agreement of LostFundsRefund.com, effective as of November 16, 2020, is a) adopted by the Managers and b) executed and agreed to, for good and valuable consideration, by the Members.

Article 1
FORMATION OF THE COMPANY

1.1 FORMATION

. The Company was formed as a limited liability company by the filing of its Certificate with the state of California.

1.2 NAME

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

1.3 REGISTERED OFFICE; REGISTERED AGENT; OFFICES

. The registered office and registered agent of the Company in the State of California shall be as specified in the Certificate or as designated by the Board of Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Board of Managers may designate, which need not be in the State of California.

1.4 PURPOSES

. The purpose of the Company is set forth in the Certificate.

1.5 FOREIGN QUALIFICATION

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

1.6 TERM

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

1.7 NO STATE-LAW PARTNERSHIP

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

ARTICLE 2
UNITS / MEMBERS

2.1 UNITS

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

2.2 CERTIFICATE OF UNITS; SECURITIES

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

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

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

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

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

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in

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

2.3 REPRESENTATIONS AND WARRANTIES

. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

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

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

permit sales pursuant to the Securities Act.

2.4 NO PREEMPTIVE RIGHTS

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

2.5 WITHDRAWAL

. A Member may not withdraw from the Company.

2.6 INFORMATION

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

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

2.7 LIABILITY TO THIRD PARTIES

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

2.8 EXPULSION

. A Member may not be expelled from the Company.

2.9 SPOUSES OF MEMBERS

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

ARTICLE 3
CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS

3.1 **CAPITAL CONTRIBUTIONS**

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

3.2 **RETURN OF CONTRIBUTIONS**

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

3.3 **LOANS BY MEMBERS**

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

ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS

4.1 **DISTRIBUTIONS IN GENERAL**

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

4.2 **DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME**

. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

4.3 **RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS**

. The Managers will have no liability to the Members or the Company if the Managers rely upon the written opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required

to be made under this [Article 4](#) or other provisions of this Agreement.

4.4 MEMBER ACKNOWLEDGMENT

. The Members agree to be bound by the provisions of this [Article 4](#) in reporting their shares of Company income and loss for income-tax purposes.

ARTICLE 5 **MANAGEMENT / GOVERNANCE / MEETINGS**

5.1 MANAGEMENT BY MANAGERS

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

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

5.2 DECISIONS REQUIRING MEMBER CONSENT

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

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

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

(c) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (d) is unrelated to the Company's

purpose (as set forth in the Certificate and in [Section 1.4](#)), (e) otherwise contravenes the Certificate or this Agreement, (f) would make it impossible to carry on the ordinary business of the Company, or (g) is not apparently for the carrying on of the business of the Company in the usual way; or

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

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

5.3 SELECTION OF MANAGERS

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

5.4 MEETINGS OF MANAGERS

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

5.5 COMMITTEES OF MANAGERS; DELEGATION OF AUTHORITY

. The Board of Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the

resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Board of Managers. Regular and special meetings of such committee shall be held in the manner designated by the Board of Managers or, if not so designated, by such committee. The Board of Managers may dissolve any committee at any time. In addition, the Board of Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Board of Managers may deem advisable. Any such delegation may be revoked at any time by the Board of Managers.

5.6 COMPENSATION

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

5.7 MEETINGS OF MEMBERS

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

5.8 PROVISIONS APPLICABLE TO ALL MEETINGS

. In connection with any meeting of the Members, the Board of Managers or any committee of the Board of Managers, the following provisions shall apply:

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

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

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

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

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

5.9 OFFICERS

. The Board of Managers may designate one or more Persons to be officers of the Company and any Officers so designated shall have such title, authorities, duties, and salaries as the Board of Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Board of Managers.

5.10 LIMITATIONS ON LIABILITY OF MANAGERS

. The liability of the Managers to the Company and the Members shall be limited to the greatest extent allowed by law.

5.11 CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES

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

5.12 INDEMNIFICATION

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

ARTICLE 6
TAXES

6.1 TAX RETURNS

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

6.2 TAX ELECTIONS

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

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

ARTICLE 7
BOOKS, RECORDS, AND BANK ACCOUNTS

7.1 BOOKS AND RECORDS

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

7.2 REPORTS

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

7.3 ACCOUNTS

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

ARTICLE 8

RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION

8.1 RESTRICTION ON TRANSFERS

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

8.2 PREFERENTIAL PURCHASE RIGHT

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with [Section 8.2\(b\)](#); provided, however, that compliance with [Section 8.2\(b\)](#) shall not be required in the case of the following dispositions:

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

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

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer

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

8.3 OBLIGATIONS OF PERMITTED TRANSFEREES

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

8.4 DEATH OR BANKRUPTCY

. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise. The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this [Section 8.4](#) shall be the Fair Market Value of the Units. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the Company's option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.4](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the exercise of the Company's option, unless the parties to such closing agree upon a different place or date. At the closing, i. the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company ii. an

assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Company to give effect to the purchase; and iv. the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member v. the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

8.5 PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS

. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the other Members shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within ninety (90) days following such Member's receipt of the notice described in the first sentence of this section. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Unit bears to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Unit that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this [Section 8.5](#) is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this [Section 8.5](#) are referred to herein as the "Buyer(s)." The purchase price for the Unit or a Spouse's Fraction being purchased pursuant to this [Section 8.5](#) shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.5](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, i. the Seller shall execute and deliver to the Buyer(s) ii. an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such

Unit or Spouse's Fraction is free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and iv. the Buyer(s) shall deliver to the Seller v. the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

8.6 FAILURE TO COMPLY

. Any purported Transfer consummated without first complying with this [Article 8](#) shall be null and void and of no effect whatsoever.

ARTICLE 9 **WINDING UP AND TERMINATION**

9.1 WINDING UP

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

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

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

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

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

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

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

9.2 WINDING UP AND LIQUIDATION

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

9.3 DISTRIBUTION OF ASSETS

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

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

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

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

9.4 DISTRIBUTIONS IN KIND

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

9.5 TERMINATION

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

ARTICLE 10 **AMENDMENT**

10.1 AMENDMENTS TO THIS AGREEMENT

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

10.2 OTHER AMENDMENTS TO THIS AGREEMENT

. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Board of Managers without the consent of any of the Members (i) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) to admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) to modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Board of Managers such modification is necessary to cause the allocations contained therein to have substantial economic effect.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 OFFSET

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

11.2 NOTICES

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

11.3 ENTIRE AGREEMENT; SUPERSEDEURE

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

11.4 EFFECT OF WAIVER OR CONSENT

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

11.5 BINDING EFFECT

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

11.6 GOVERNING LAW; SEVERABILITY

. This Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.7 FURTHER ASSURANCES

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

11.8 WAIVER OF CERTAIN RIGHTS

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

11.9 NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT

. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the

transfer of Units set forth in [Article 9](#). Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

11.10 NUMBERS AND GENDER

. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

11.11 COUNTERPARTS

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

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

MEMBERS:

MANAGERS:

EXHIBIT A

MEMBERS

(AS OF THE EFFECTIVE DATE)

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

EXHIBIT B-1

SPOUSE'S AGREEMENT

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

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

Date: _____, 20__

Name of Member: _____

Name of Spouse: _____

Signature of Spouse: _____

Exhibit B-2

SPOUSE’S AGREEMENT

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

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

Date: _____, 20__

Name of Member:_____

Name of Spouse:_____

Signature of Spouse:_____

**LIMITED LIABILITY
OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**

a California limited liability company

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

OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

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**OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**
a California limited liability company

This Limited Liability Operating Agreement of LostFundsRefund.com, effective as of November 16, 2020, is a) adopted by the Managers and b) executed and agreed to, for good and valuable consideration, by the Members.

Article 1
FORMATION OF THE COMPANY

1.1 FORMATION

. The Company was formed as a limited liability company by the filing of its Certificate with the state of California.

1.2 NAME

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

1.3 REGISTERED OFFICE; REGISTERED AGENT; OFFICES

. The registered office and registered agent of the Company in the State of California shall be as specified in the Certificate or as designated by the Board of Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Board of Managers may designate, which need not be in the State of California.

1.4 PURPOSES

. The purpose of the Company is set forth in the Certificate.

1.5 FOREIGN QUALIFICATION

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

1.6 TERM

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

1.7 NO STATE-LAW PARTNERSHIP

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

ARTICLE 2
UNITS / MEMBERS

2.1 UNITS

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

2.2 CERTIFICATE OF UNITS; SECURITIES

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

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

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

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

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

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in

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

2.3 REPRESENTATIONS AND WARRANTIES

. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

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

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

permit sales pursuant to the Securities Act.

2.4 NO PREEMPTIVE RIGHTS

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

2.5 WITHDRAWAL

. A Member may not withdraw from the Company.

2.6 INFORMATION

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

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

2.7 LIABILITY TO THIRD PARTIES

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

2.8 EXPULSION

. A Member may not be expelled from the Company.

2.9 SPOUSES OF MEMBERS

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

ARTICLE 3
CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS

3.1 CAPITAL CONTRIBUTIONS

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

3.2 RETURN OF CONTRIBUTIONS

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

3.3 LOANS BY MEMBERS

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

ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS

4.1 DISTRIBUTIONS IN GENERAL

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

4.2 DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME

. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

4.3 RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS

. The Managers will have no liability to the Members or the Company if the Managers rely upon the written opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required

to be made under this [Article 4](#) or other provisions of this Agreement.

4.4 MEMBER ACKNOWLEDGMENT

. The Members agree to be bound by the provisions of this [Article 4](#) in reporting their shares of Company income and loss for income-tax purposes.

ARTICLE 5 **MANAGEMENT / GOVERNANCE / MEETINGS**

5.1 MANAGEMENT BY MANAGERS

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

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

5.2 DECISIONS REQUIRING MEMBER CONSENT

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

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

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

(c) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (d) is unrelated to the Company's

purpose (as set forth in the Certificate and in [Section 1.4](#)), (e) otherwise contravenes the Certificate or this Agreement, (f) would make it impossible to carry on the ordinary business of the Company, or (g) is not apparently for the carrying on of the business of the Company in the usual way; or

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

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

5.3 SELECTION OF MANAGERS

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

5.4 MEETINGS OF MANAGERS

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

5.5 COMMITTEES OF MANAGERS; DELEGATION OF AUTHORITY

. The Board of Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the

resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Board of Managers. Regular and special meetings of such committee shall be held in the manner designated by the Board of Managers or, if not so designated, by such committee. The Board of Managers may dissolve any committee at any time. In addition, the Board of Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Board of Managers may deem advisable. Any such delegation may be revoked at any time by the Board of Managers.

5.6 COMPENSATION

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

5.7 MEETINGS OF MEMBERS

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

5.8 PROVISIONS APPLICABLE TO ALL MEETINGS

. In connection with any meeting of the Members, the Board of Managers or any committee of the Board of Managers, the following provisions shall apply:

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

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

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

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

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

5.9 OFFICERS

. The Board of Managers may designate one or more Persons to be officers of the Company and any Officers so designated shall have such title, authorities, duties, and salaries as the Board of Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Board of Managers.

5.10 LIMITATIONS ON LIABILITY OF MANAGERS

. The liability of the Managers to the Company and the Members shall be limited to the greatest extent allowed by law.

5.11 CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES

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

5.12 INDEMNIFICATION

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

ARTICLE 6
TAXES

6.1 TAX RETURNS

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

6.2 TAX ELECTIONS

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

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

ARTICLE 7
BOOKS, RECORDS, AND BANK ACCOUNTS

7.1 BOOKS AND RECORDS

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

7.2 REPORTS

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

7.3 ACCOUNTS

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

ARTICLE 8

RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION

8.1 RESTRICTION ON TRANSFERS

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

8.2 PREFERENTIAL PURCHASE RIGHT

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with [Section 8.2\(b\)](#); provided, however, that compliance with [Section 8.2\(b\)](#) shall not be required in the case of the following dispositions:

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

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

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer

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

8.3 OBLIGATIONS OF PERMITTED TRANSFEREES

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

8.4 DEATH OR BANKRUPTCY

. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise. The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this [Section 8.4](#) shall be the Fair Market Value of the Units. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the Company's option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.4](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the exercise of the Company's option, unless the parties to such closing agree upon a different place or date. At the closing, i. the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company ii. an

assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Company to give effect to the purchase; and iv. the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member v. the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

8.5 PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS

. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the other Members shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within ninety (90) days following such Member's receipt of the notice described in the first sentence of this section. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Unit bears to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Unit that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this [Section 8.5](#) is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this [Section 8.5](#) are referred to herein as the "Buyer(s)." The purchase price for the Unit or a Spouse's Fraction being purchased pursuant to this [Section 8.5](#) shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.5](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, i. the Seller shall execute and deliver to the Buyer(s) ii. an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such

Unit or Spouse's Fraction is free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and iv. the Buyer(s) shall deliver to the Seller v. the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

8.6 FAILURE TO COMPLY

. Any purported Transfer consummated without first complying with this [Article 8](#) shall be null and void and of no effect whatsoever.

ARTICLE 9 **WINDING UP AND TERMINATION**

9.1 WINDING UP

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

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

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

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

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

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

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

9.2 WINDING UP AND LIQUIDATION

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

9.3 DISTRIBUTION OF ASSETS

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

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

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

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

9.4 DISTRIBUTIONS IN KIND

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

9.5 TERMINATION

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

ARTICLE 10 **AMENDMENT**

10.1 AMENDMENTS TO THIS AGREEMENT

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

10.2 OTHER AMENDMENTS TO THIS AGREEMENT

. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Board of Managers without the consent of any of the Members (i) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) to admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) to modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Board of Managers such modification is necessary to cause the allocations contained therein to have substantial economic effect.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 OFFSET

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

11.2 NOTICES

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

11.3 ENTIRE AGREEMENT; SUPERSEDEURE

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

11.4 EFFECT OF WAIVER OR CONSENT

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

11.5 BINDING EFFECT

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

11.6 GOVERNING LAW; SEVERABILITY

. This Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.7 FURTHER ASSURANCES

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

11.8 WAIVER OF CERTAIN RIGHTS

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

11.9 NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT

. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the

transfer of Units set forth in [Article 9](#). Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

11.10 NUMBERS AND GENDER

. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

11.11 COUNTERPARTS

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

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

MEMBERS:

MANAGERS:

EXHIBIT A

MEMBERS

(AS OF THE EFFECTIVE DATE)

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

EXHIBIT B-1

SPOUSE'S AGREEMENT

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

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

Date: _____, 20__

Name of Member: _____

Name of Spouse: _____

Signature of Spouse: _____

Exhibit B-2

SPOUSE’S AGREEMENT

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

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

Date: _____, 20__

Name of Member:_____

Name of Spouse:_____

Signature of Spouse:_____

**LIMITED LIABILITY
OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**

a California limited liability company

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

**OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**
a California limited liability company

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Exhibit A – Members

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OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

This Limited Liability Operating Agreement of LostFundsRefund.com, effective as of November 16, 2020, is a) adopted by the Managers and b) executed and agreed to, for good and valuable consideration, by the Members.

Article 1
FORMATION OF THE COMPANY

1.1 FORMATION

. The Company was formed as a limited liability company by the filing of its Certificate with the state of California.

1.2 NAME

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

1.3 REGISTERED OFFICE; REGISTERED AGENT; OFFICES

. The registered office and registered agent of the Company in the State of California shall be as specified in the Certificate or as designated by the Board of Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Board of Managers may designate, which need not be in the State of California.

1.4 PURPOSES

. The purpose of the Company is set forth in the Certificate.

1.5 FOREIGN QUALIFICATION

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

1.6 TERM

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

1.7 NO STATE-LAW PARTNERSHIP

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

ARTICLE 2
UNITS / MEMBERS

2.1 UNITS

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

2.2 CERTIFICATE OF UNITS; SECURITIES

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

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

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

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

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

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in

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

2.3 REPRESENTATIONS AND WARRANTIES

. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

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

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

permit sales pursuant to the Securities Act.

2.4 NO PREEMPTIVE RIGHTS

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

2.5 WITHDRAWAL

. A Member may not withdraw from the Company.

2.6 INFORMATION

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

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

2.7 LIABILITY TO THIRD PARTIES

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

2.8 EXPULSION

. A Member may not be expelled from the Company.

2.9 SPOUSES OF MEMBERS

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

ARTICLE 3
CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS

3.1 CAPITAL CONTRIBUTIONS

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

3.2 RETURN OF CONTRIBUTIONS

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

3.3 LOANS BY MEMBERS

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

ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS

4.1 DISTRIBUTIONS IN GENERAL

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

4.2 DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME

. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

4.3 RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS

. The Managers will have no liability to the Members or the Company if the Managers rely upon the written opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required

to be made under this [Article 4](#) or other provisions of this Agreement.

4.4 MEMBER ACKNOWLEDGMENT

. The Members agree to be bound by the provisions of this [Article 4](#) in reporting their shares of Company income and loss for income-tax purposes.

ARTICLE 5 **MANAGEMENT / GOVERNANCE / MEETINGS**

5.1 MANAGEMENT BY MANAGERS

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

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

5.2 DECISIONS REQUIRING MEMBER CONSENT

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

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

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

(c) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (d) is unrelated to the Company's

purpose (as set forth in the Certificate and in [Section 1.4](#)), (e) otherwise contravenes the Certificate or this Agreement, (f) would make it impossible to carry on the ordinary business of the Company, or (g) is not apparently for the carrying on of the business of the Company in the usual way; or

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

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

5.3 SELECTION OF MANAGERS

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

5.4 MEETINGS OF MANAGERS

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

5.5 COMMITTEES OF MANAGERS; DELEGATION OF AUTHORITY

. The Board of Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the

resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Board of Managers. Regular and special meetings of such committee shall be held in the manner designated by the Board of Managers or, if not so designated, by such committee. The Board of Managers may dissolve any committee at any time. In addition, the Board of Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Board of Managers may deem advisable. Any such delegation may be revoked at any time by the Board of Managers.

5.6 COMPENSATION

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

5.7 MEETINGS OF MEMBERS

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

5.8 PROVISIONS APPLICABLE TO ALL MEETINGS

. In connection with any meeting of the Members, the Board of Managers or any committee of the Board of Managers, the following provisions shall apply:

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

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

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

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

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

5.9 OFFICERS

. The Board of Managers may designate one or more Persons to be officers of the Company and any Officers so designated shall have such title, authorities, duties, and salaries as the Board of Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Board of Managers.

5.10 LIMITATIONS ON LIABILITY OF MANAGERS

. The liability of the Managers to the Company and the Members shall be limited to the greatest extent allowed by law.

5.11 CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES

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

5.12 INDEMNIFICATION

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

ARTICLE 6
TAXES

6.1 TAX RETURNS

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

6.2 TAX ELECTIONS

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

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

ARTICLE 7
BOOKS, RECORDS, AND BANK ACCOUNTS

7.1 BOOKS AND RECORDS

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

7.2 REPORTS

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

7.3 ACCOUNTS

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

ARTICLE 8

RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION

8.1 RESTRICTION ON TRANSFERS

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

8.2 PREFERENTIAL PURCHASE RIGHT

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with [Section 8.2\(b\)](#); provided, however, that compliance with [Section 8.2\(b\)](#) shall not be required in the case of the following dispositions:

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

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

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer

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

8.3 OBLIGATIONS OF PERMITTED TRANSFEREES

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

8.4 DEATH OR BANKRUPTCY

. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise. The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this [Section 8.4](#) shall be the Fair Market Value of the Units. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the Company's option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.4](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the exercise of the Company's option, unless the parties to such closing agree upon a different place or date. At the closing, i. the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company ii. an

assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Company to give effect to the purchase; and iv. the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member v. the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

8.5 PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS

. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the other Members shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within ninety (90) days following such Member's receipt of the notice described in the first sentence of this section. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Unit bears to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Unit that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this [Section 8.5](#) is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this [Section 8.5](#) are referred to herein as the "Buyer(s)." The purchase price for the Unit or a Spouse's Fraction being purchased pursuant to this [Section 8.5](#) shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.5](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, i. the Seller shall execute and deliver to the Buyer(s) ii. an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such

Unit or Spouse's Fraction is free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and iv. the Buyer(s) shall deliver to the Seller v. the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

8.6 FAILURE TO COMPLY

. Any purported Transfer consummated without first complying with this [Article 8](#) shall be null and void and of no effect whatsoever.

ARTICLE 9 **WINDING UP AND TERMINATION**

9.1 WINDING UP

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

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

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

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

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

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

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

9.2 WINDING UP AND LIQUIDATION

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

9.3 DISTRIBUTION OF ASSETS

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

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

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

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

9.4 DISTRIBUTIONS IN KIND

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

9.5 TERMINATION

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

ARTICLE 10 **AMENDMENT**

10.1 AMENDMENTS TO THIS AGREEMENT

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

10.2 OTHER AMENDMENTS TO THIS AGREEMENT

. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Board of Managers without the consent of any of the Members (i) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) to admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) to modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Board of Managers such modification is necessary to cause the allocations contained therein to have substantial economic effect.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 OFFSET

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

11.2 NOTICES

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

11.3 ENTIRE AGREEMENT; SUPERSEDEURE

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

11.4 EFFECT OF WAIVER OR CONSENT

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

11.5 BINDING EFFECT

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

11.6 GOVERNING LAW; SEVERABILITY

. This Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.7 FURTHER ASSURANCES

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

11.8 WAIVER OF CERTAIN RIGHTS

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

11.9 NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT

. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the

transfer of Units set forth in [Article 9](#). Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

11.10 NUMBERS AND GENDER

. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

11.11 COUNTERPARTS

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

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

MEMBERS:

MANAGERS:

EXHIBIT A

MEMBERS

(AS OF THE EFFECTIVE DATE)

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

EXHIBIT B-1

SPOUSE'S AGREEMENT

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

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

Date: _____, 20__

Name of Member: _____

Name of Spouse: _____

Signature of Spouse: _____

Exhibit B-2

SPOUSE’S AGREEMENT

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

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

Date: _____, 20__

Name of Member:_____

Name of Spouse:_____

Signature of Spouse:_____

**Minutes of the Initial Meeting
of the Members
of
LostFundsRefund.com**

The initial meeting of the members of LostFundsRefund.com was held on the ____ day of _____, 20____.

_____ was elected as Chairperson for the meeting and _____ was elected as the Secretary.

The following members were present and constituted a quorum:

_____	_____
_____	_____
_____	_____
_____	_____

The Articles of Organization that were filed with the Secretary of State were reviewed, approved, ratified, and adopted. A true and correct copy of the Articles of Organization presented is attached to these minutes.

The following were elected as Managers with the stated salary:

_____	\$ _____
_____	\$ _____
_____	\$ _____

The following Officers were elected:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

The following motions were made, seconded, and adopted by the members:

Resolved that the acts of the Organizer, _____, taken on behalf of the LLC are ratified and adopted as acts of the LLC. The LLC is directed and authorized to pay all fees and expenses incurred by the organizer and any other organization involved with the formation of the LLC.

Resolved that the Operating Agreement presented and considered by the Members is adopted for the management of the LLC. A true and correct copy of the Operating Agreement presented is attached to these minutes.

Resolved that the following members made the indicated initial capital contributions to fund the LLC:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Resolved that the following Members were issued the membership interests indicated for the consideration indicated:

Name	Shares	Consideration
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Resolved that the form for the Membership Interest Certificate presented will be the form used to issue Membership Interests. A sample of such form will be attached to these minutes.

Resolved that the Managing Member(s) shall and has the authority to open a corporate bank account and to conduct any and all the affairs of the LLC including but not limited to purchasing and selling property, making and obtaining loans, and entering into contracts. All actions of the Managing Member(s) will be made in the best interest of the LLC.

Resolved that the LLC will report annually to the state department of revenue its profit and losses as required by law.

Resolved that business operations will begin on _____, 20__.

Resolved that the LLC Seal will be the seal that is affixed below and to these initial minutes.

Seal

Resolved that the next annual meeting will be on the anniversary date of the incorporation of the LLC or on a date agreed to by all Members. Additional meetings may be called as deemed necessary by the Members.

Resolved that the meeting is adjourned.

LLC Seal

Date: _____, 20__

Secretary Signature

Chairperson Signature

Member Signature

Member Signature

Member Signature

Member Signature

Member Signature

Member Signature

Attachments:

Articles of Incorporation

Operating Agreement

Membership Interest Certificate Sample

LostFundsRefund.com
2064 Universal Ave
San Bernardino, CA 92407

Dear Claimants ,

My firm, LostFundsRefund.com has located lost, unclaimed, or abandoned funds we believe belong to a relative of yours. I have been trying to locate this person which has lend me to you. I am kindly asking that you assist me in arranging a telephone conference with this person, and I will pay you the sum of no less than \$500.00 and no more than \$2,000.00 if I am allowed to proceed with assisting our person in obtaining these funds. Records show that in less than 60 days the ownership of these funds will be transferred to the agency holding them, at which time the funds will no longer be available to claim.

The exact approximate amount of these funds are owing to:

(it relates to the matter of Funds being held in the State of Florida) and we can assist our person in claiming the funds before time runs out.

- We do ALL the work needed to apply for the funds
- There are absolutely NO up-front fees, ever
- We ONLY receive a finder's fee if and when our person is paid
- You DON'T owe us ANYTHING if funds are not collected

Please call me 800-674-6618 (my direct dial) to discuss or visit my website at www.LostFundsRefund.com

I'm available 24/7 (voicemail after hours) and can be depended upon to provide you with fast, friendly, and dependable service.

Sincerely,

LostFunfsRefund.com

Gregory Stewart, Managing Member

P. S. I have plenty to fill you in on, so please text me or call the minute you read this. If you desire to be removed from my contacting you in the future then please send me a text at (323) 333-4547 and enter the last four digits of your mobile number XXXX and STOP.



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: LostFundsRefund.com LLC

Entity (File) Number: 202116710764

File Date: 06/14/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: LostFundsRefund.com LLC

2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 2064 Universal Ave
San Bernardino, California 92407
United States

 - b. Initial Mailing Address: 2064 Universal Ave
San Bernardino, California 92407
United States

3. Agent for Service of Process: Gregory Stewart
2064 Universal Ave
San Bernardino California 92407
United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Sonia Becerra



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

21-E56612

FILED

In the office of the Secretary of State
of the State of California

SEP 03, 2021

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)
LOSTFUNDSREFUND.COM LLC

2. 12-Digit Secretary of State File Number
202116710764

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 2064 Universal Ave	City (no abbreviations) San Bernardino	State CA	Zip Code 92407
b. Mailing Address of LLC, if different than item 4a 2064 Universal Ave	City (no abbreviations) San Bernardino	State CA	Zip Code 92407
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 2064 Universal Ave	City (no abbreviations) San Bernardino	State CA	Zip Code 92407

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b Gregory	Middle Name	Last Name Stewart	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 2064 Universal Ave	City (no abbreviations) San Bernardino	State CA	Zip Code 92407

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Gregory	Middle Name	Last Name Stewart	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 2064 Universal Ave	City (no abbreviations) San Bernardino	State CA	Zip Code 92407

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Finding loss funds

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The Information contained herein, including any attachments, is true and correct.

09/03/2021

Gregory Stewart

President

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []

**Minutes of the Initial Meeting
of the Members
of
LostFundsRefund.com**

The initial meeting of the members of LostFundsRefund.com was held on the ____ day of _____, 20____.

_____ was elected as Chairperson for the meeting and _____ was elected as the Secretary.

The following members were present and constituted a quorum:

_____	_____
_____	_____
_____	_____
_____	_____

The Articles of Organization that were filed with the Secretary of State were reviewed, approved, ratified, and adopted. A true and correct copy of the Articles of Organization presented is attached to these minutes.

The following were elected as Managers with the stated salary:

_____	\$ _____
_____	\$ _____
_____	\$ _____

The following Officers were elected:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

The following motions were made, seconded, and adopted by the members:

Resolved that the acts of the Organizer, _____, taken on behalf of the LLC are ratified and adopted as acts of the LLC. The LLC is directed and authorized to pay all fees and expenses incurred by the organizer and any other organization involved with the formation of the LLC.

Resolved that the Operating Agreement presented and considered by the Members is adopted for the management of the LLC. A true and correct copy of the Operating Agreement presented is attached to these minutes.

Resolved that the following members made the indicated initial capital contributions to fund the LLC:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Resolved that the following Members were issued the membership interests indicated for the consideration indicated:

Name	Shares	Consideration
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Resolved that the form for the Membership Interest Certificate presented will be the form used to issue Membership Interests. A sample of such form will be attached to these minutes.

Resolved that the Managing Member(s) shall and has the authority to open a corporate bank account and to conduct any and all the affairs of the LLC including but not limited to purchasing and selling property, making and obtaining loans, and entering into contracts. All actions of the Managing Member(s) will be made in the best interest of the LLC.

Resolved that the LLC will report annually to the state department of revenue its profit and losses as required by law.

Resolved that business operations will begin on _____, 20__.

Resolved that the LLC Seal will be the seal that is affixed below and to these initial minutes.

Seal

Resolved that the next annual meeting will be on the anniversary date of the incorporation of the LLC or on a date agreed to by all Members. Additional meetings may be called as deemed necessary by the Members.

Resolved that the meeting is adjourned.

LLC Seal

Date: _____, 20__

Secretary Signature

Chairperson Signature

Member Signature

Member Signature

Member Signature

Member Signature

Member Signature

Member Signature

Attachments:

Articles of Incorporation

Operating Agreement

Membership Interest Certificate Sample

**LIMITED LIABILITY
OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM**

a California limited liability company

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

OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

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OPERATING AGREEMENT
OF
LOSTFUNDSREFUND.COM
a California limited liability company

This Limited Liability Operating Agreement of LostFundsRefund.com, effective as of November 16, 2020, is a) adopted by the Managers and b) executed and agreed to, for good and valuable consideration, by the Members.

Article 1
FORMATION OF THE COMPANY

1.1 FORMATION

. The Company was formed as a limited liability company by the filing of its Certificate with the state of California.

1.2 NAME

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

1.3 REGISTERED OFFICE; REGISTERED AGENT; OFFICES

. The registered office and registered agent of the Company in the State of California shall be as specified in the Certificate or as designated by the Board of Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Board of Managers may designate, which need not be in the State of California.

1.4 PURPOSES

. The purpose of the Company is set forth in the Certificate.

1.5 FOREIGN QUALIFICATION

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

1.6 TERM

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

1.7 NO STATE-LAW PARTNERSHIP

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

ARTICLE 2
UNITS / MEMBERS

2.1 UNITS

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

2.2 CERTIFICATE OF UNITS; SECURITIES

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

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

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

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

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

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in

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

2.3 REPRESENTATIONS AND WARRANTIES

. Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

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

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

permit sales pursuant to the Securities Act.

2.4 NO PREEMPTIVE RIGHTS

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

2.5 WITHDRAWAL

. A Member may not withdraw from the Company.

2.6 INFORMATION

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

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

2.7 LIABILITY TO THIRD PARTIES

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

2.8 EXPULSION

. A Member may not be expelled from the Company.

2.9 SPOUSES OF MEMBERS

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

ARTICLE 3
CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS

3.1 CAPITAL CONTRIBUTIONS

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

3.2 RETURN OF CONTRIBUTIONS

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

3.3 LOANS BY MEMBERS

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

ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS

4.1 DISTRIBUTIONS IN GENERAL

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

4.2 DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME

. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

4.3 RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS

. The Managers will have no liability to the Members or the Company if the Managers rely upon the written opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required

to be made under this [Article 4](#) or other provisions of this Agreement.

4.4 MEMBER ACKNOWLEDGMENT

. The Members agree to be bound by the provisions of this [Article 4](#) in reporting their shares of Company income and loss for income-tax purposes.

ARTICLE 5 **MANAGEMENT / GOVERNANCE / MEETINGS**

5.1 MANAGEMENT BY MANAGERS

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

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

5.2 DECISIONS REQUIRING MEMBER CONSENT

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

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

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

(c) causing or permitting the Company to enter into or engage in any transaction, contract, agreement or arrangement that (d) is unrelated to the Company's

purpose (as set forth in the Certificate and in [Section 1.4](#)), (e) otherwise contravenes the Certificate or this Agreement, (f) would make it impossible to carry on the ordinary business of the Company, or (g) is not apparently for the carrying on of the business of the Company in the usual way; or

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

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

5.3 SELECTION OF MANAGERS

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

5.4 MEETINGS OF MANAGERS

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

5.5 COMMITTEES OF MANAGERS; DELEGATION OF AUTHORITY

. The Board of Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the

resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Board of Managers. Regular and special meetings of such committee shall be held in the manner designated by the Board of Managers or, if not so designated, by such committee. The Board of Managers may dissolve any committee at any time. In addition, the Board of Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Board of Managers may deem advisable. Any such delegation may be revoked at any time by the Board of Managers.

5.6 COMPENSATION

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

5.7 MEETINGS OF MEMBERS

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

5.8 PROVISIONS APPLICABLE TO ALL MEETINGS

. In connection with any meeting of the Members, the Board of Managers or any committee of the Board of Managers, the following provisions shall apply:

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

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

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

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

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

5.9 OFFICERS

. The Board of Managers may designate one or more Persons to be officers of the Company and any Officers so designated shall have such title, authorities, duties, and salaries as the Board of Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Board of Managers.

5.10 LIMITATIONS ON LIABILITY OF MANAGERS

. The liability of the Managers to the Company and the Members shall be limited to the greatest extent allowed by law.

5.11 CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES

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

5.12 INDEMNIFICATION

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

ARTICLE 6
TAXES

6.1 TAX RETURNS

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

6.2 TAX ELECTIONS

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

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

ARTICLE 7
BOOKS, RECORDS, AND BANK ACCOUNTS

7.1 BOOKS AND RECORDS

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

7.2 REPORTS

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

7.3 ACCOUNTS

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

ARTICLE 8

RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION

8.1 RESTRICTION ON TRANSFERS

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

8.2 PREFERENTIAL PURCHASE RIGHT

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with [Section 8.2\(b\)](#); provided, however, that compliance with [Section 8.2\(b\)](#) shall not be required in the case of the following dispositions:

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

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

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer

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

8.3 OBLIGATIONS OF PERMITTED TRANSFEREES

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

8.4 DEATH OR BANKRUPTCY

. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise. The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this [Section 8.4](#) shall be the Fair Market Value of the Units. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the Company's option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.4](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the exercise of the Company's option, unless the parties to such closing agree upon a different place or date. At the closing, i. the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company ii. an

assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Company to give effect to the purchase; and iv. the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member v. the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

8.5 PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS

. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the other Members shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within ninety (90) days following such Member's receipt of the notice described in the first sentence of this section. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Unit bears to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Unit that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this [Section 8.5](#) is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this [Section 8.5](#) are referred to herein as the "Buyer(s)." The purchase price for the Unit or a Spouse's Fraction being purchased pursuant to this [Section 8.5](#) shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within sixty (60) days of the exercise of the option. If an option to purchase is exercised in accordance with the other provisions of this [Section 8.5](#), the closing of such purchase shall occur at the principal place of business of the Company on the sixtieth (60th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, i. the Seller shall execute and deliver to the Buyer(s) ii. an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such

Unit or Spouse's Fraction is free and clear of any encumbrances), and iii. any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and iv. the Buyer(s) shall deliver to the Seller v. the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and vi. one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

8.6 FAILURE TO COMPLY

. Any purported Transfer consummated without first complying with this [Article 8](#) shall be null and void and of no effect whatsoever.

ARTICLE 9 **WINDING UP AND TERMINATION**

9.1 WINDING UP

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

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

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

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

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

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

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

9.2 WINDING UP AND LIQUIDATION

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

9.3 DISTRIBUTION OF ASSETS

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

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

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

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

9.4 DISTRIBUTIONS IN KIND

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

9.5 TERMINATION

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

ARTICLE 10 **AMENDMENT**

10.1 AMENDMENTS TO THIS AGREEMENT

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

10.2 OTHER AMENDMENTS TO THIS AGREEMENT

. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Board of Managers without the consent of any of the Members (i) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) to admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) to modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Board of Managers such modification is necessary to cause the allocations contained therein to have substantial economic effect.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 OFFSET

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

11.2 NOTICES

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

11.3 ENTIRE AGREEMENT; SUPERSEDEURE

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

11.4 EFFECT OF WAIVER OR CONSENT

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

11.5 BINDING EFFECT

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

11.6 GOVERNING LAW; SEVERABILITY

. This Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.7 FURTHER ASSURANCES

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

11.8 WAIVER OF CERTAIN RIGHTS

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

11.9 NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT

. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the

transfer of Units set forth in [Article 9](#). Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

11.10 NUMBERS AND GENDER

. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

11.11 COUNTERPARTS

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

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

MEMBERS:

MANAGERS:

EXHIBIT A

MEMBERS

(AS OF THE EFFECTIVE DATE)

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

EXHIBIT B-1

SPOUSE'S AGREEMENT

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

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

Date: _____, 20__

Name of Member: _____

Name of Spouse: _____

Signature of Spouse: _____

Exhibit B-2

SPOUSE’S AGREEMENT

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

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

Date: _____, 20__

Name of Member:_____

Name of Spouse:_____

Signature of Spouse:_____

Please complete application in full and return along with required supporting documents to app@ididata.com

**ID APPLICATION AND
SUBSCRIBER AGREEMENT
(Non-GLBA, Non-DPPA)**

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and _____ ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. **License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. **Compliance with Laws.** Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, rules, and regulations, all of which the Subscriber certifies to comply, including, without limitation, compliance with the National Do Not Call Registry, the Telephone Consumer Protection Act (47 U.S.C. § 227), the CAN-SPAM Act (16 CFR Part 316) and those applicable to Subscriber's business as well as any applicable Subscriber privacy policies. ID is not a "consumer reporting agency," and the Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Subscriber represents and warrants that the Services obtained will not be used, in whole or in part, as a factor in determining an individual's creditworthiness or eligibility for (i) credit, (ii) insurance, (iii) employment, or (iv) for any other purpose under the FCRA.
3. **No Warranties.** ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS". ID and its parents, subsidiaries, affiliates, and representatives shall have no liability for, and Subscriber agrees not to sue for, any claim relating to ID's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.
4. **Termination.** Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
5. **Indemnification; Limitation of Liability.** Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
6. **Fees.** Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
7. **Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
8. **Security.** Subscriber will not disclose to any third party any information relating to ID's business, the Services, or information derived from the Services ("Information"), including, without limitation, ID's business, financial, and technical information, data sources, pricing, products, processes, systems, results of testing, terms of this Agreement, and any summaries, analyses or other information derived from any of the foregoing (collectively, "Confidential Information"). If Subscriber suspects or becomes aware of unauthorized access to the Services or Confidential Information, Subscriber will immediately notify ID at Incident@ididata.com.
9. **Restrictions on Use.** ID retains all right, title and interest in the Services, Information, and Confidential Information, and Subscriber will not claim any rights to, or ownership of, any of the foregoing. Subscriber will only use the Services for the purpose(s) certified by Subscriber in this Agreement and for no other purpose. Subscriber will not, directly or indirectly, resell the Services or Information, nor use the Services to create a competing product. Subscriber will not use the Services for personal reasons, including without limitation, to locate friends, family members, celebrities or government officials. Subscriber will not access the Services from outside the United States. Services will be used by Subscriber only. Information may not be delivered to, or filed with, any third party. If Subscriber receives, as part of the Services, Mobile Advertising ID ("MAID") information, Subscriber will not, and will not permit any third party to, identify a specific consumer(s) by MAID.
10. **Miscellaneous.** Subscriber is not a representative or agent of ID, will not represent that it is to any third party, and has no authority to bind ID. Subscriber's breach of any agreements with ID will cause irreparable harm to ID. Upon any breach or threatened breach, ID shall be entitled to injunctive relief, without having to post a bond, in addition to money damages and any other remedy available at law. This Agreement may be amended only by a written agreement signed by an authorized representative of ID. This Agreement may not be assigned, transferred, or sublicensed, in whole or in part, without ID's prior written approval. In the event of a conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail. This Agreement shall be governed by Delaware law, without reference to its choice of law rules. Venue for all actions shall be in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The prevailing party in any action shall be entitled to an award of its reasonable attorneys' fees and costs. To the extent that the Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of ID. ID, and any such sources (as third-party beneficiaries), are entitled to enforce this Agreement directly against Subscriber. Provisions relating to access and use of the Services (excluding the license grant), disclaimer of warranties, indemnification, limitation of liability, audit, Subscriber's release of claims, payment of fees, and confidentiality obligations, shall survive termination of this Agreement.
11. **Entire Agreement.** This Agreement, and the Application, constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, and the Application, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

Company Name ("Subscriber")

Authorized Signature Date

Type or Print Name of Authorized Signer Title

Please complete application in full and return along with required supporting documents to app@ididata.com

APPLICATION

Company Information

Company Name (Must be legal entity name):	Main Phone Number:
Website:	Tax ID / Professional License Number:
PHYSICAL Address (PO Box and Postal Locations not accepted):	PHYSICAL Address City/State/Zip:
BILLING Address:	BILLING Address City/State/Zip:
Billing Contact Name:	Billing Contact Phone Number:
PRIMARY ADMIN (OR USER) FULL NAME:	PRIMARY ADMIN (OR USER) EMAIL ADDRESS:
What industry does your company operate in?	