LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

GREEN FURY ENERGY LLC

EFFECTIVE AS OF

OCTOBER 19, 2020

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OF

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This Limited Liability Company Operating Agreement as amended and/or restated from time to time (this "***Agreement***") of GREEN FURY ENERGY LLC, a Delaware limited liability company (the "***Company***"), effective as of October 19, 2020 (the "***Effective Date***"), is executed and entered into by and among the Company and the other parties listed on the signature pages hereto as "Members" and any other Person who subsequently becomes a party to this Agreement and is admitted as a Member (collectively, the "***Members***"). Capitalized terms used herein are used with the meanings set forth in Section 1.7.

RECITALS

A. The Company was formed as a Delaware limited liability company pursuant to and in accordance with the LLC Act upon the filing of the Certificate with the office of the Secretary of State of the State of Delaware, as more fully set forth below.

B. Each of the Members agrees to adopt this Agreement with respect to various matters relating to the Company.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings contained herein, the parties hereto hereby agree as follows:

ARTICLE 1

GENERAL TERMS

1.1 Limited Liability Company. The Company is hereby organized as a limited liability company under the LLC Act for the purposes, and subject to the other provisions, set forth herein. It is intended that the Company be classified, for U.S. federal income tax purposes, as a partnership and not as an association taxable as a corporation.

1.2 Filing of Certificate. A certificate of formation (the "***Certificate***") for the Company was executed and filed with the office of the Secretary of State of the State of Delaware by an authorized person in accordance with the LLC Act on May 9, 2020 (such filing being hereby ratified and confirmed in all respects).

1.3 Name. The name of the Company is "GREEN FURY ENERGY, LLC".

1.4 Registered Agent and Office. The Company shall maintain within the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of the LLC Act.

1.5 Term. The term of the Company began on the date of filing of the Certificate with the Secretary of State of the State of Delaware, and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with the provisions of ARTICLE 10.

1.6 Filings. The Board of Members shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board of Members may from time to time deem necessary or advisable for the operation of the Company. The Board of Members may designate any person as an "authorized person" within the meaning of the LLC Act to execute, deliver and file any certificates (and any amendments, restatements or corrections thereto) permitted or required to be filed with the Secretary of State of the State of Delaware under the LLC Act.

1.7 Definitions and Interpretation.

(a) Definitions. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

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

(a) such Capital Account shall be deemed to be increased by any amounts that such Member is obligated to restore to the Company (pursuant to this Agreement or otherwise pursuant to Treasury Regulation section 1.704-1(b)(2)(ii)(c)) or is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulation sections 1.704-2(g)(1) and 1.704-2(i)(5) (relating to allocations attributable to nonrecourse debt); and

(b) such Capital Account shall be deemed to be decreased by the items described in Treasury Regulation sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

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

"***Affiliate***" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, or the ability to invest or manage funds on behalf of such Person, whether through the ownership of Capital Securities or by contract or otherwise.

"***Agreement***" has the meaning set forth in the preamble to this Agreement, and includes all schedules, exhibits and addenda hereto.

"***Bankruptcy***" means, with respect to a Person, any of the following occurrences: (a) the institution by such Person of proceedings of any nature under any laws of any jurisdiction, whether now existing or subsequently enacted or amended, for the relief of debtors wherein such Person is seeking relief as debtor; (b) a general assignment by such Person for the benefit of creditors; (c) the institution by such Person of a case or other proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation laws of any jurisdiction as now existing or hereafter amended or becoming effective; (d) the institution against such Person

of a case or other proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation laws of any jurisdiction as now existing or hereafter amended or becoming effective, which proceeding is consented to by such Person or is not dismissed, stayed or discharged within a period of sixty (60) days after filing thereof or if stayed, which stay is thereafter lifted without a contemporaneous discharge or dismissal of such case or proceeding; I a proposed plan or arrangement is adopted or other action by the creditors of such Person is taken in connection with a general meeting of the creditors of such Person which is not dismissed, stayed or halted within sixty (60) days thereafter; (f) the appointment of a receiver, custodian, trustee or like officer to take possession of assets of such Person, which receivership remains undischarged for a period of thirty (30) days from the date of its imposition; (g) admission by such Person in writing of its inability to pay its debts as they mature; or (h) attachment, execution or other judicial seizure of all or substantially all of such Person's assets, such attachment, execution or seizure remaining undismissed or undischarged for a period of thirty (30) days after the levy thereof.

"Board of Members" shall have the meaning set forth in Section 7.1 (a).

"***Budget Act***" means Title XI of the Bipartisan Budget Act of 2015, Public Law No: 114-74 (2015), as amended from time to time, and any corresponding provisions of any successor tax statute.

"***Business Day***" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are required or authorized by law or regulation to close.

"***Capital Account***" has the meaning set forth in Section 4.1.

"***Capital Contribution***" means the amount of cash and the gross fair market value, as determined by the Board of Members, of non-cash assets contributed to the capital of the Company by a Member.

"***Capital Contribution Loan***" has the meaning set forth in Section 4.2(b).

"***Capital Securities***" means (a) as to any Person that is a corporation, the authorized shares of such Person's capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the ownership or membership interests in such Person, including the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person, and (b) warrants, options or other securities, evidences of indebtedness or other obligations of a Person that are, directly or indirectly, convertible into or exercisable or exchangeable for securities of or other interest in such Person as described in *clause (a)* of this definition.

"***Carrying Value***" means, with respect to any asset of the Company, the asset's adjusted basis as of the relevant date for federal income tax purposes, except as follows:

(a) the initial Carrying Value of any asset contributed by a Member to the Company after the Effective Time shall be the gross fair market value of such asset as determined

by the Board of Members in good faith, which shall be equal to the amount credited to such Member's Capital Account for such contribution (increased by the amount of any liabilities which the Company assumes or takes subject to) as set forth herein or in any amendment or supplement hereto providing for the contribution of such asset;

(b) the Carrying Values of all Company assets (including intangible assets such as goodwill) shall be adjusted at the election of the Board of Members to equal their respective fair market values (determined on a gross basis) as determined by the Board of Members in good faith, as of the following times:

(i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution, within the meaning of Treasury Regulation section 1.704-1(b)(2)(iv)(f)(5);

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of money or Company property as consideration for an interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulation section 1.704-1(b)(2)(iv)(f)(5)(ii); and

(1) Iif the Carrying Value of an asset has been determined or adjusted pursuant to subsection (a) or (b) above, such Carrying Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses and other items allocated pursuant to Section 6.1.

The foregoing definition of Carrying Value is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv) and shall be interpreted and applied consistently therewith.

"***Certificate***" has the meaning set forth in Section 1.2.

"***Closing***" has the meaning defined in Section 2.7(f).

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"***Company***" has the meaning set forth in the preamble to this Agreement.

"***Company Exercise Period***" has the meaning set forth in Section 9.2(b)(ii).

"***Competing Businesses***" has the meaning set forth in Section 7.5.

"***Consent***" means the prior written consent of the indicated Person or Persons.

"***Contributing Members***" has the meaning set forth in Section 4.2(b).

"***Controlling Sale***" has the meaning set forth in Section 9.2(c)(i).

"***Depreciation***" means for each Fiscal Year or part thereof, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax

purposes with respect to an asset for such year or other period, except that if the Carrying Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year, Depreciation shall be an amount that bears the same ratio to such Carrying Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year bears to such adjusted tax basis; *provided*, *however*, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such Carrying Value using any reasonable method selected by the Board of Members.

"***DEUCC***" has the meaning set forth in Section 2.2(b).

"***Distribution***" means the distributions made pursuant to ARTICLE 5.

"***Drag Along Notice***" has the meaning set forth in Section 9.2(d).

"***Economic Interest***" means a Person's interest in the Profits and Losses or similar items of income, gain, loss, deduction and credit with respect to a Unit, including the right to share in, and to receive distributions from, the Company, and includes the priority of, and any rate of return on, the Unit held by such Person to which the Economic Interest is attributable, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in the management of the Company, or, except as specifically provided in this Agreement or as required under the LLC Act, any right to information concerning the business and affairs of the Company.

"***Effective Date***" has the meaning set forth in the preamble to this Agreement.

"***Effective Time***" means the time on the Effective Date at which this Agreement was executed and delivered by the Members.

"***ERISA***" has the meaning set forth in Section 2.9(g).

"***Excluded Securities***" means (a) Capital Securities of the Company offered to the public pursuant to a registration statement filed under the Securities Act in connection with an underwritten public offering; (b) Capital Securities of the Company issued to the sellers in consideration of the acquisition of another Person or business by the Company or any of its Subsidiaries by merger, consolidation, amalgamation, exchange of shares, the purchase of substantially all of the assets or otherwise, which acquisition has been approved by the Board of Members; (c) Capital Securities of the Company issued upon any split, combination or other similar event with respect to the Company's Capital Securities; (d) Capital Securities of the Company issued to a lender or vendor of the Company or any of its Subsidiaries in connection with a debt financing transaction or vendor financing approved by the Board of Members; and I Capital Securities of the Company issued to any Person that is not a Member or an Affiliate of any Member in connection with any strategic alliance, joint venture or similar arrangement.

"***Financial Statements***" has the meaning set forth in Section 8.4(b).

"***Fiscal Year***" has the meaning set forth in Section 8.1.

"***Founding Members***" shall mean those Members set forth on Schedule 1.

"***Fully Participating Member***" has the meaning set forth in Section 2.7(d).

"***GAAP***" means U.S. generally accepted accounting principles.

"***Governmental Authority***" means any national, state or local government, any political subdivision thereof, or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

"***Involuntary Transfer***" means a Transfer or attempted Transfer of a Unit or an Economic Interest due to the Bankruptcy or dissolution of a Member.

"***Liquidator***" has the meaning set forth in Section 10.2(b).

"***LLC Act***" means the Delaware Limited Liability Company Act, as amended from time to time; *provided*, *however*, that if any amendment to the LLC Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the LLC Act as so amended or by such succeeding or successor law, as the case may be, the term "LLC Act" shall refer to the LLC Act as so amended or to such succeeding or successor law only after the appropriate election by the Board of Members.

"***Majority Approval of the Members***" means approval of at least a majority of all Members.

"***Majority Approval of the Board of Members***" means approval of at least a majority of all Members of the Board of Members.

"***Member***" has the meaning set forth in the preamble to this Agreement.

"***Membership Interest***" means the entire ownership interest of a Member in the Company, including the Member's Economic Interest, any and all rights to vote and otherwise participate in the affairs of the Company, as applicable, and the rights to any and all benefits to which a Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

"***Member Loan***" means a loan by a Member to the Company which shall not be treated as a Capital Contribution for any purpose under this Agreement, nor shall any Member Loan entitle a Member to any increase in its share of the Profits, Losses, distributable cash, or other distributions of the Company.

"***New Securities***" means any Capital Securities of the Company, whether or not authorized as of the date hereof; *provided*, *however*, that "New Securities" does not include Excluded Securities.

"***Non-Contributing Member***" has the meaning set forth in Section 4.2(b).

"***Note***" has the meaning set forth in Section 4.2(b).

"***Notice of Offer***" has the meaning set forth in Section 9.2(b)(i).

"***Notice of Proposed Issuance***" has the meaning set forth in Section 2.7(a).

"***Notice of Proposed Transfer***" has the meaning set forth in Section 9.2(c)(ii).

"***Offer Period***" has the meaning set forth in Section 2.7(b).

"***Offered New Securities***" has the meaning set forth in Section 2.7(a).

"***Offered Units***" has the meaning set forth in Section 9.2(b)(i).

"***Offeree Members***" has the meaning set forth in Section 2.7(a).

"***Offering Documents***" means, collectively, all grant agreements, subscription agreements, membership interest purchase agreements or similar agreements or instruments entered into from time to time between the Company, on the one hand, and one or more current or prospective Members or other holders of Units, on the other hand, pursuant to which the Company awards, offers, or sells (as applicable) one or more Units to the Member or holder party thereto, and pursuant to which such Member or holder accepts, subscribes for, or purchases (as applicable) such Units.

"***Officers***" has the meaning set forth in Section 7.3(a).

"***Operating Budget***" has the meaning set forth in Section 8.3.

"***Oversubscription Period***" has the meaning set forth in Section 2.7(d).

"***Partnership Representative***" has the meaning set forth in Section 8.7(b)(iv).

"***Percentage Interest***" means, with respect to a Member, the percentage of the total number of Units held by such Member as compared to all Units that are issued and outstanding. The initial Percentage Interest of each Member as of the Effective Date is set forth on Schedule 1.

"***Permitted Transfer***" means (a) in the case of any Member, a Transfer by such Member to any of its Affiliates and (b) in the case of any Member that is an individual, a Transfer by such Member to any members of his or her family or to trusts for his, her or their benefit for bona fide estate planning purposes. A Member that is not an individual shall have the right to indirectly Transfer Units to family members of its members who are individuals in the same fashion as described herein clause (b) of "Permitted Transfer."

"***Person***" means any individual, partnership, corporation, association, business trust, statutory trust, limited liability company, or other entity.

"***Preliminary Agreement***" has the meaning set forth in Section 7.6(a).

"***Prime Rate***" means for any day, the rate of interest per annum published from time to time by the *Wall Street Journal* as the "prime rate".

"***Profits***" and "***Losses***" means, for each Fiscal Year or part thereof, the Company's taxable income or loss for such year determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code

section 703(a)(1) shall be included in taxable income or loss), including, for all purposes, any income of the Company that is exempt from federal income tax shall be added to such taxable income or loss and any expenditures of the Company described in Code section 705(a)(2)(B) or treated as such pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(i) shall be subtracted from such taxable income or loss; *provided*, *however*, that in determining Profits and Losses and every item entering into the computation thereof, solely for the purpose of adjusting the Capital Accounts of the Members (and not for tax purposes) the following adjustments shall apply:

(a) Depreciation for such Fiscal Year shall be taken into account in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss;

(b) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Carrying Value of the property disposed of, rather than the adjusted tax basis of such property;

I if any property is distributed in kind to any Member, the difference between its fair market value and its Carrying Value at the time of distribution shall be treated as Profit or Loss, as the case may be, recognized by the Company;

(d) such taxable income or loss shall not be deemed to include items of income, gain, loss, deduction and Code section 705(a)(2)(B) expenditures allocated pursuant to Section 6.1 (relating to allocations caused by the occurrence of deficit Capital Account balances or the presence of nonrecourse debt); and

I the amount of any adjustment to the Carrying Value of any Company asset pursuant to *clause (b)* of the definition of "Carrying Value" herein shall be taken into account as Profit or Loss from the disposition of such asset as a capital event.

"***Project***" means the exclusive worldwide business of licensing, sublicensing, leasing, subleasing, manufacturing, marketing and distribution of the technology described on Schedule "A" and made a part hereof.

"***Project Company***" means any Company or Companies which are created for purposes of advancing any Project.

"***Proportionate Share***" has the meaning set forth in Section 2.7(c).

"***Proposed Transferee***" has the meaning set forth in Section 9.2(b)(i).

"***Purchaser***" has the meaning set forth in Section 9.2(c)(i).

"***Purposes***" has the meaning set forth in Section 3.1.

"***Register of Members***" means a schedule to be maintained by the Board of Members (and updated from time to time as provided herein) showing the names and addresses of the Members, the number of Units held by each Member, and the Percentage Interest of each Member. The Register of Members may include any additional information deemed appropriate by the Board of Members.

"***Remaining Member***" has the meaning set forth in Section 9.2(c)(i).

"***Securities Act***" means the Securities Act of 1933 or any successor statute, as amended from time to time.

"***Selling Member***" has the meaning set forth in Section 9.2(b)(i).

"***Subsidiary***" means each Person in which the Company owns, directly or indirectly, 50% or more of the outstanding Capital Securities (or will own, directly or indirectly, 50% or more of the outstanding Capital Securities upon the 11ccurrednce of a "flip date" or such other tax equity buyout event) or is a general partner, managing member or otherwise has the power to control, by agreement or otherwise, the management and general business affairs of such other Person.

"***Super Majority Approval of the Members***" means approval of at least eighty percent (80%) of all Members.

"***Tag Along Notice***" has the meaning set forth in Section 9.2(c)(iii).

"***Tag Along Right***" has the meaning set forth in Section 9.2(c)(i).

"***Tax Distribution***" has the meaning set forth in Section 5.7(a).

"***Tax Matters Member***" has the meaning set forth in Section 8.7(b)(iv).

"***Tax Regulatory Allocations***" has the meaning set forth in Section 6.2(a)(vi).

"***TEFRA Period***" means taxable years 2015, 2016 and 2017.

"***Transfer***" or "***Transferred***" means any sale, assignment, conveyance, pledge, encumbrance or mortgage by a Member or its successor of all or any portion of such Member's or successor's Units, whether occurring voluntarily or by operation of law.

"***Transferred Units***" has the meaning set forth in Section 9.2(c)(i).

"***Transaction***" means the transactions contemplated and provided for herein and in the applicable Offering Documents.

"***Treasury Regulations***" means the regulations promulgated under the Code, as such regulations may be amended from time to time.

"***Unfunded Tax Payment***" has the meaning set forth in Section 5.7(a).

"***Unit***" has the meaning set forth in Section 2.1.

"***Unit Certificate***" has the meaning set forth in Section 2.2(a).

(b) Interpretation. Reference to a given Section, Exhibit or Schedule is a reference to a Section, Exhibit or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires:

(i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer, (iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and vice versa, (vi) the masculine shall include the feminine and neuter, and vice versa, and (vii) "includes" or "including" means "including, for example and without limitation."

ARTICLE 2

MEMBERS AND UNITS

2.1 Units. The Company's Membership Interests shall be represented by one (1) class of units (the "***Units***"), which have the respective rights, restrictions and limitations set forth in this Agreement. Additional Units, with such rights, restrictions and limitations, may be designated from time to time by the approval of the Super Majority Approval of the Members. A Person who is not designated herein as a Member shall not, by virtue of holding a Unit (whether as a transferee or assignee of Units pursuant to ARTICLE 9 (including as a result of an Involuntary Transfer) or as a purchaser of new Units pursuant to this ARTICLE 2), become a Member unless such Person is admitted as a member pursuant to Section 2.6 or Section 9.6 or is otherwise admitted in accordance with this Agreement. For the avoidance of doubt, any such Person shall hold only the Economic Interest related to such Person's Units, shall not be entitled or enabled to exercise any other rights or powers of a Member (whether such rights or powers arise hereunder, under the LLC Act or otherwise), including but not limited the right to vote on or consent to certain actions, the right to inspect the books or records of the Company, the right to bring derivative actions on behalf of the Company, and the right to purchase additional equity interests of the Company, and shall be subject to all of the restrictions, obligations and limitations under this Agreement and the LLC Act with respect to such Person's Units.

2.2 Unit Certificates.

(a) The Company may, at the discretion of the Board of Members, issue one or more certificates to the Members to evidence the Units (a "***Unit Certificate***"). Each Unit Certificate shall (i) be signed on behalf of the Company by an Officer of the Company and (ii) set forth the number of such Units represented thereby.

(b) Each Unit in the Company shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware (the "***DEUCC***") (including Section 8-102(a)(15)), and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the DEUCC, such provision of Article 8 of the DEUCC shall be controlling.

(c) To the extent issued, each Unit Certificate shall bear the following legend:

"THIS CERTIFICATE EVIDENCES A LIMITED LIABILITY COMPANY INTEREST IN GREEN FURY ENERGY LLC (THE "COMPANY") AND SHALL CONSTITUTE A "SECURITY" WITHIN THE MEANING OF, AND GOVERNED BY, (I) ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF DELAWARE (INCLUDING SECTION 8-102(A)(15)), AND (II) ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE OF ANY OTHER APPLICABLE JURISDICTION THAT NOW OR HEREAFTER SUBSTANTIALLY INCLUDES THE 1994 REVISIONS TO ARTICLE 8 THEREOF AS ADOPTED BY THE AMERICAN LAW INSTITUTE AND THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS AND APPROVED BY THE AMERICAN BAR ASSOCIATION ON FEBRUARY 14, 1995. THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT OR LAW. SUCH LIMITED LIABILITY COMPANY INTERESTS MAY BE TRANSFERRED ONLY IN COMPLIANCE WITH THE CONDITIONS SPECIFIED IN AND ARE SUBJECT TO OTHER PROVISIONS OF THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF THE COMPANY, DATED AS OF MAY 9, 2020, AS THE SAME MAY BE AMENDED FROM TIME TO TIME."

(d) The Company shall issue a new Unit Certificate in place of any Unit Certificate previously issued if the holder of the Units in the Company represented by such Unit Certificate, as reflected on the books and records of the Company:

(i) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Unit Certificate has been lost, stolen or destroyed;

(ii) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with such surety or sureties as the Company may direct, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued Unit Certificate; and

(iii) satisfies any other requirements imposed by the Board of Members.

2.3 Register of Members. The Board of Members shall cause to be prepared and maintained a Register of Members of the Company, which shall be kept with the official records of the Company at the principal place of business of the Company. The Register of Members shall record the name and mailing address of each Member, the number of Units held by each Member, and the Percentage Interest of each Member. Schedule 1 (Exhibit B) shall serve as the initial Register of Members as of the Effective Date, and shall be modified and updated by the Board of Members from time to time to reflect changes in the identity of the Members or other relevant information, including as a result of any issuance of Units pursuant to Section 2.6 or the admission of new or substitute Members pursuant to Sections 2.6 or 9.6, as the case may be, and any such

changes shall not be deemed to be amendments to this Agreement for purposes of Section 11.1. The Company shall from time to time, at the direction and in the discretion of the Board of Members, distribute an updated version of the Register of Members to all of the Members entitled to receive such updated Register of Members, and such updated Register of Members shall be available at all times upon the written request of any Member entitled to receive such updated Register of Members. The said Register attached as Exhibit B includes some of the anticipated present and future contributions from the respective Members to which all Members agree.

2.4 Meetings of Members; Member Voting Rights.

(a) Special Meetings. A special meeting of the Members, for any purpose, may be called by the Board of Members. Any Member may call for a special meeting of the Members or the Board of Members.

(b) Place and Conduct of Meetings. Meetings of the Members for any purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Members and stated in the notice of the meeting. Such meetings may be held in person, by teleconference or by any other reasonable means, as directed by the Board of Members and any Member shall have the right to participate in such meetings by teleconference.

(c) Notice of Meetings. Written notice of all meetings stating the place, date, and hour of the meeting (and in the case of a special meeting, also the purpose for which the meeting is called) shall be given not less than three (3) days nor more than thirty (30) days before the date of such meeting.

(d) Voting. No Member shall have the right to vote or consent in its capacity as a Member of the Company except as expressly set forth in this Agreement or as required by the LLC Act. Unless otherwise specified in this Agreement, any such matter submitted for the vote, approval or Consent of the Members, whether under this Agreement or pursuant to the LLC Act, shall be decided by a Majority Approval of the Members. The foregoing provisions may modify one or more of the provisions of the LLC Act providing for a separate class vote under Sections 18-209 (with respect to approvals of mergers and consolidations), 18-302 (with respect to authorization of additional classes of equity interests) and 18-801 (with respect to dissolution of the Company).

(e) Action by Consent. Any Consent required herein or action that may be or is required to be taken at any meeting of the Members, may be taken without a meeting and without a vote, if a Consent is signed by the Members required to take the action as provided in Section 2.4(d). All Consents signed by the Members shall be filed in the minute book of the Company, with copies of the Consents provided to all Members. Further, in the event less than the unanimous approval of the Members is obtained by Consent, then the approving Members shall promptly deliver such approved Consent to the Board of Members and those Members who did not consent in writing and who would have been entitled to notice pursuant to Section 2.4(c) had a meeting of the Members been held. Each Member may exercise its Consent rights or other voting or approval rights, if any, in its sole discretion in relation to its proprietary interests in the Company, and no Member shall have any duty (including any fiduciary duty) to the Company or to any other Member in relation to such Consent determinations or otherwise in connection with their rights and responsibilities hereunder or in connection with the Company and its Purposes.

(f) Suspension of Member Voting Rights. In the event that (i) a Member becomes a Non-Contributing Member under Section 4.2(b) or (ii) a Member is in breach of this Agreement (in each case, such Member, a "***Suspended Member***"), then the voting rights of such Member shall be suspended for all purposes, and all decisions that come before the Members for vote, approval or consent shall be determined solely by the other Members, until such time as (A) the applicable Capital Contribution is made pursuant to the requirements of Section 4.2 or (B) the breach of this Agreement is cured, as applicable.

2.5 Certain Duties and Limitation of Liability.

(a) No Power of Members to Bind the Company. Notwithstanding Section 18-402 of the LLC Act, no Member has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any liability or make any expenditures on behalf of the Company.

(b) Liability of Members. Except as provided in the LLC Act, no Member (nor any of its or its Affiliates' respective officers, directors, employees, trustees, members, partners, representatives or agents, nor any of their respective heirs, executors, successors and assigns) is or shall be responsible or liable for any debt, liability or any other obligation of another Member or the Company. Unless otherwise agreed to in writing by such Member in accordance with the provisions of Section 18-303(b) of the LLC Act, except as provided in the LLC Act, no Member (nor any former Member), by reason of its status as a Member (or former Member) shall have any liability for the debts, duties, or other obligations of the Company or for the repayment of any Capital Contribution of any other Member, including any liability of the Company pursuant to a judgment, decree or order of any Governmental Authority. The Board of Members shall not cause a Member to be responsible or liable for any debt, liability or any other obligation of any Member, the Board of Members or the Company without the Consent of such Member.

(c) Liability of the Company. The Company shall not be responsible or liable for any debt, liability or any other obligation of any Member incurred either before or after the execution and delivery of this Agreement by such Member, except for those responsibilities, liabilities, debts or other obligations incurred pursuant to and as limited by the terms of this Agreement and the LLC Act.

(d) Participation in Management. Without limiting Section 2.5(a), no Member shall have any right to participate in or to control, manage, direct or operate the business and affairs of the Company, except as a member of the Board of Members or, if relevant, in accordance with the respective Member's responsibilities as an Officer of the Company. The exercise by a Member of any right or power conferred on it under this Agreement shall not be construed to constitute the participation by such Member in, or the control, management, direction or operation by it of the business or affairs of, the Company. To the fullest extent permitted by law, no Member shall be liable for the exercise by it of any right or power conferred on it under this Agreement, which rights or powers may be exercised by such Member in its sole and absolute discretion.

2.6 Additional Issuances of Units.

(a) Subject to Section 2.7, at any time and from time to time, the Board of Members after receipt of a Super Majority Approval of the Members, shall have the power and

authority to issue Units or any other equity interests to any Person, designate "classes" of Units with varying rights and obligations, and admit such Person as a Member. The issuance of Units or any other equity interests may be made in exchange for such cash, property, or services, and on such other terms and conditions, as the Board of Members shall determine.

(b) A Person to whom Units or any other equity interests have been issued shall not become a Member, with the rights and privileges associated therewith, until such Person executes a copy of this Agreement or delivers to the Company a written acknowledgment, in form and substance satisfactory to the Board of Members, whereby such Person agrees to be a Member and to be bound by the provisions of this Agreement.

2.7 Preemptive Rights. The Company shall only issue New Securities (and shall only permit its Subsidiaries to issue New Securities) in accordance with the following terms:

(a) Subject to the other provisions of this Section 2.7, the Company shall not issue any New Securities unless it first delivers to each Member (the "***Offeree Members***") a written notice (the "***Notice of Proposed Issuance***") specifying the type and total number of such New Securities that the Company then intends to issue (the "***Offered New Securities***"), the material terms, including the price upon which the Company proposes to issue the Offered New Securities and stating that each Offeree Member shall have the right to purchase a portion of the Offered New Securities in the manner specified in this Section 2.7 for the same price per security, or other division, however denominated, and in accordance with the same terms and conditions specified in such Notice of Proposed Issuance.

(b) For a period of thirty (30) days (the "***Offer Period***"), commencing on the date the Company delivers to the Offeree Members the Notice of Proposed Issuance in accordance with Section 2.7(a), the Offeree Members shall have the option to collectively purchase all of the Offered New Securities at the same price and upon the same terms and conditions specified in the Notice of Proposed Issuance. Each Offeree Member electing to purchase Offered New Securities must deliver written notice of its election to the Company prior to the expiration of the Offer Period and if an Offeree Member has not delivered written notice within the Offer Period, such Member shall be deemed to have rejected its right to purchase any portion of the Offered New Securities.

(c) Each Offeree Member shall have the right to purchase that number of the Offered New Securities equal to (x) the total number of the Offered New Securities multiplied by (y) a fraction, the numerator of which is the total number of Units held by such Offeree Member and the denominator of which is the total number of Units held by all Offeree Members. The amount of such Offered New Securities that each Offeree Member is entitled to purchase under this Section 2.7(c) shall be referred to as such Member's "***Proportionate Share***."

(d) Each Offeree Member that has elected to purchase its full Proportionate Share (each, a "***Fully Participating Member***") shall have a right of oversubscription such that if any other Offeree Member fails to elect to purchase its full Proportionate Share, the Fully Participating Members shall, among them, have the right to purchase up to the balance of such Offered New Securities not so purchased. Each Fully Participating Member may exercise such right of oversubscription by electing to purchase more than its Proportionate Share of the Offered New Securities by so indicating in a written notice delivered during the ten(10)-day period (the "***Oversubscription Period***") following the end of the Offer Period. If, as a result thereof, such oversubscription exceeds the total number of the Offered New Securities available in respect to

such oversubscription privilege, the oversubscribing Members shall be cut back with respect to oversubscriptions on a *pro rata* basis in accordance with their respective Proportionate Shares or as they may otherwise agree among themselves.

(e) If some or all of the Offered New Securities have not been purchased by the Offeree Members pursuant to Sections 2.7(a) through (d), then the Company (or applicable Subsidiary) shall have the right, during the one hundred eighty (180)-day period immediately following the expiration of the Oversubscription Period, to issue such remaining Offered New Securities to one or more third parties at a price per security not less than, and on terms not materially more favorable, as a whole, to the purchasers thereof, than the price and terms specified in the Notice of Proposed Issuance. If for any reason the Offered New Securities are not issued within such period and at such price and on such terms, the right to issue in accordance with the Notice of Proposed Issuance shall expire and the provisions of this Agreement shall continue to be applicable to the Offered New Securities.

(f) The Board of Members shall set the place, time and date for the consummation of the purchase by the electing Offeree Members of the Offered New Securities (a "***Closing***"), which Closing shall occur not less than five (5) nor more than twenty (20) Business Days after the first day immediately following the expiration of the Oversubscription Period. The purchase price for the Offered New Securities shall, unless otherwise agreed in writing by the parties to such transaction, be paid in immediately available funds on the date of the Closing. At the Closing, the purchasers shall deliver the consideration required by Section 2.7(a) and the Company shall deliver (or cause to be delivered) any documents or instruments, if applicable, representing the Offered New Securities.

(g) The Company may proceed with the issuance of New Securities without first following the procedures in Sections 2.7(a) through (f) so long as (i) the purchaser of such New Securities agrees in writing to take such New Securities subject to the provisions of this Section 2.7(g) and (ii) within ten (10) days following the issuance of such New Securities, the Company or the purchaser of the New Securities begins to undertake steps substantially similar to those in Sections 2.7(a) through (f) above to offer to all Members the right to purchase from such purchaser a *pro rata* portion of such New Securities or to purchase from the Company additional New Securities, in either case, at the same price and terms applicable to the purchaser's purchase thereof so as to achieve substantially the same effect from a dilution protection standpoint as if the procedures set forth in Sections 2.7(a) through (f) had been followed prior to the issuance of such New Securities.

(h) Notwithstanding the foregoing, a Member shall not have any rights under this Section 2.7 at any time that the Board of Members, after receipt of Super Majority Approval of the Members, determines that an issuance of Units to such Member pursuant to this Section 2.7 would violate any of the terms or conditions set forth in Section 2.8.

2.8 Terms and Conditions of Issuances of New Units. Any issuance of Units pursuant to this Agreement shall also comply with the following terms and conditions, any of which may be waived by the Board of Members and a Super Majority Approval of the Members:

(a) in the case of an issuance to a Member, a certificate from an officer of such Member stating that the representations and warranties, if any, contained in this Agreement and in

such Member's applicable Offering Documents are true and correct with respect to such Member as of the date of such issuance;

(b) in the case of an issuance to any Person other than a Member, the execution and delivery by such Person of documentation reasonably approved by the Board of Members, which shall contain, among other things, such agreements, covenants and representations and warranties of such Person as the Board of Members may require;

(c) such issuance does not create a default under any agreements to which the Company or applicable Subsidiary is a party;

(d) such issuance shall not result in the Company being treated as a "publicly traded limited liability company" within the meaning of Section 7704 of the Code and the Treasury Regulations or have other adverse tax effects on the Company or any of its Subsidiaries;

(e) such issuance does not require, or qualifies for an exemption from, registration under the Securities Act and qualification under any applicable state securities law; and

(f) such issuance would not subject the Company or any of its Subsidiaries to regulation under the Investment Company Act of 1940, the Investment Advisers Act of 1940 or the Employee Retirement Income Security Act of 1974.

2.9 Representations and Warranties. Each Member represents and warrants to the Company and each other Member that the following statements are true and correct as of the date such Person is admitted as a Member pursuant to this Agreement and, with respect to *clause (h)* below, covenants to the Company and each other Member that *clause (h)* below shall be true and correct at all times that such Person is a Member:

(a) If it is a business organization and not an individual, it is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or formation and, if required by applicable Law, it is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of organization or formation.

(b) It has the full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that all necessary action by the board of directors, shareholders, managers, Board of Members, members, partners, trustees, beneficiaries or other applicable Persons necessary for the due authorization, execution, delivery and performance of this Agreement by such Member have been duly taken.

(c) It has duly executed and delivered this Agreement and the other documents contemplated herein to which it is a party, and they constitute the legal valid and binding obligations of such Member, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(d) It has such sophistication, knowledge and experience in financial and business matters that it is capable of evaluating the merits, risks and suitability of entering into the

Transaction. It is acquiring its Membership Interest for its own account and not as a nominee or agent. It understands its Membership Interest has not been, and will not be, registered under the Securities Act and are being acquired in a transaction not involving a public offering by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of each Member's investment intent and the accuracy of the Members' respective representations as expressed herein. It understands that no public market now exists for the Membership Interests or any of the Capital Securities of the Company and that neither the Company nor any Member or Affiliate thereof has made any assurances that a public market will ever exist for the Membership Interests or the Capital Securities of the Company.

(e) It has discussed the Transaction and the accounting and tax treatment that it intends to accord the Transaction with its independent advisors, it is solely responsible for deciding to enter into the Transaction and has not relied on any other party (save for any representations made in this Agreement), other than its independent advisors, in respect of the accounting or tax treatment to be applied to the Transaction, or the overall suitability of the Transaction. It is an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities Act, and is able to bear the economic risk of losing its entire investment in the Company.

(f) It will report the Transaction in accordance with this Agreement and the Offering Documents, including the accounting and tax treatment to be accorded to the Transaction.

(g) That either (A) no part of the aggregate Capital Contributions made by such Member and used by such Member to acquire any Units, constitutes assets of any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), or other "benefit plan investor" (as defined in U.S. Department of Labor Reg. §§2510.3-101 *et seq.* or in Section 3(42) of ERISA) or assets allocated to any insurance company separate account or general account in which any such employee benefit plan or benefit plan investor (or related trust) has any interest or (B) the source of the funding used to pay the Capital Contributions made by such Member is an "insurance company general account" within the meaning of Department of Labor Prohibited Transaction Exemption 95-60, issued July 12, 1995, and there is no employee benefit plan, treating as a single plan all plans maintained by the same employer or employee organization, with respect to which the amount of the general account reserves and liabilities for all contracts held by or on behalf of such plan exceeds ten percent (10%) of the total reserves and liabilities of such general account (exclusive of separate account liabilities) plus surplus, as set forth in the National Association of Insurance Commissioners "Annual Statement" filed with such Member's state of domicile.

(h) It (or if such Member is a disregarded entity, the person treated for federal income tax purposes as the owner of such Member's assets) is and will be "United States person" as defined in Section 7701(a)(30) of the Code and is not subject to withholding under Section 1446 of the Code.

ARTICLE 3

BUSINESS OF THE COMPANY

3.1 General. As more fully described in this ARTICLE 3, the Company was formed to carry out the Purposes as set forth in, and in accordance with, the terms and conditions of this Agreement to advance "Projects."

ARTICLE 4

CAPITAL CONTRIBUTIONS AND LOANS

4.1 Capital Accounts. In addition to the Contributions by Members on Exhibit B, the Company shall establish and maintain a capital account for each Member (a "***Capital Account***"), which Capital Account shall be maintained as provided in this ARTICLE 4 and ARTICLE 6. The Capital Account balance of each Member shall be:

(a) increased by: (i) the aggregate amount of such Member's cash contributions to the Company; (ii) the Carrying Value of property contributed by such Member to the Company, net of liabilities secured by such property that the Company is considered to assume, or take subject to, under Code section 752; (iii) Profits and items of income and gain allocated to such Member pursuant to ARTICLE 6; and (iv) any other increases required by Treasury Regulations; and

(b) decreased by: (i) cash distributions made to such Member from the Company; (ii) the fair market value of property distributed in kind to such Member as determined by the Board of Members in good faith, net of liabilities secured by such property that such Member is deemed to assume, or take subject to, under Code section 752; (iii) Losses and items of loss or deduction allocated to such Member pursuant to ARTICLE 6; and (iv) any other decreases required by Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulation. To the extent such provisions are inconsistent with such regulations or are incomplete with respect thereto, the Capital Accounts of the Members shall be maintained in accordance with such regulation.

4.2 Capital Contributions.

(a) Additional Capital Contributions. The Board of Members, with the approval of a Super Majority of the Members, may request Capital Contributions from the Members, but except as otherwise expressly authorized herein, no Member shall be required or permitted to make any Capital Contribution to the Company, whether on liquidation of the Company or otherwise.

(b) Failure to Fund a Capital Contribution. If a Member (the "***Non-Contributing Member***") does not make its Capital Contribution as required herein, the Members who are not the Non-Contributing Member (such Members, the "***Contributing Members***") shall have the right, but not the obligation, exercisable within ten (10) days after the failure of the Non-Contributing Member to make its Capital Contribution, to do any or all of the following: (i) refuse

to make or withdraw all or part of such Contributing Member's share of the applicable Capital Contribution (and such withdrawn share of the applicable Capital Contribution shall be deemed to have never been made and without breach of this Agreement); (ii) require the Board of Members to reduce the Percentage Interests and Units held by the Non-Contributing Member and increase the Percentage Interests and Units held by the Non-Contributing Members to reflect the disproportionate Capital Contributions made by the Members as a result of the Non-Contributing Member's failure to fund its share of the Capital Contribution; (iii) convert such Contributing Member's share of the applicable Capital Contribution into a Capital Contribution Loan (as hereinafter defined); and (iv) make a Capital Contribution Loan for all or part of the Non-Contributing Member's share of the applicable Capital Contribution. A "***Capital Contribution Loan***" is a Member Loan for all or part of the Capital Contribution, that shall (A) be unsecured and have a term commensurate with the expected cash flows of the Company for repayment of principal and interest thereon, determined in good faith by the Member making such loan, (B) bear interest at an interest rate equal to the Prime Rate plus 1100 basis points per annum, pro-rated for any period less than one (1) year, (C) be mandatorily repaid by the Company solely out of distributable cash (and shall, upon such payment, reduce distributable cash correspondingly) before any distributions are made to any Non-Contributing Member pursuant to Section 5.2, and (D) represented by an unsecured promissory note (a "***Note***"). The Company shall execute such Note and execute such other documents and instruments and take such further actions as are reasonably required by the Contributing Member to give effect to this Section 4.2(b). A Member's failure to pay its share of the Capital Contribution that results in a Capital Contribution Loan shall constitute a breach of such Member's obligations under this Agreement until such time as the Capital Contribution Loan made pursuant to this Section 4.2(b), and any interest thereon, has been repaid in full. A Member's failure to pay its share of the Capital Contribution that does not result in a Capital Contribution Loan shall not constitute a breach of its obligations under this Agreement.

4.3 Return of Contributions. Except as expressly provided herein, no Member is entitled to the return of any part of its Contributions, Capital or otherwise 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.

ARTICLE 5

DISTRIBUTIONS

5.1 General. Except as otherwise provided in this ARTICLE 5 and Section 10.2(d), and except to the extent prohibited under the terms of any indebtedness of the Company, the Company shall distribute cash to its Members when and in the amounts determined by Super Majority Approval of the Members.

5.2 Distributions. Subject to Sections 4.2(b) and 5.7, the Board of Members shall cause the Company to make all Distributions to the Members, pro rata in accordance with their respective Percentage Interests.

5.3 Predecessors in Interest. For the avoidance of doubt, in determining amounts payable or distributable to any Member under this Agreement, each Member shall be treated as having made all contributions made, and received all distributions received, by its predecessors in interest as a Member.

5.4 Withholding. Notwithstanding any other provision of this Agreement, the Company is authorized to take any action that it determines to be necessary or appropriate to cause the Company to comply with any foreign or U.S. federal, state or local withholding requirement with respect to any allocation, payment or distribution by the Company to any Member or other Person. To the extent the Company is required to withhold and pay over any amount to any taxing authority with respect to any payment, distribution, or allocation to any Member, the amount withheld shall be treated as paid or distributed, as the case may be, to the Member for all purposes under this Agreement. In the event of any claimed over-withholding, a Member shall have no right against the Company or any other Member unless the Company acted in bad faith in causing such over-withholding. If the amount of any withholding due with respect to a payment, distribution or allocation to a Member is not withheld from actual distributions or other payments due to such Member, the Company may, at its option (a) require the Member to contribute the amount of such required withholding to the Company by a date reasonably in advance of the Company's deadline for timely complying with the applicable withholding requirement, or (b) if the Company has paid the required withholding, (i) require the Member to reimburse the Company for the amount of such withholding within ten (10) days after the written demand by the Company after payment by the Company thereof, or (ii) reduce any subsequent Distributions or payments to such Member by the amount of such withholding. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Company to assist it in determining the extent of, and in fulfilling, its withholding obligations. Each Member agrees to indemnify and hold harmless the Company and all other Members from and against any and all liabilities, obligations, damages, deficiencies and expenses resulting from any tax liability incurred by any Member attributable to the failure of the Company to withhold taxes on Distributions or allocations to such Member, unless such failure to withhold was the result of willful malfeasance or gross negligence on the part of the Company.

5.5 Distributions in Kind. Except as provided in this Section 5.5, no Member may demand or receive property other than cash as provided in this Agreement. To the extent not prohibited by applicable law, the Board of Members may determine to make Distributions in kind of Company assets only in liquidation of the Company and provided that such Company assets shall be distributed in such a fashion as to ensure that the fair market value thereof is distributed in accordance with this ARTICLE 5.

5.6 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, neither the Company nor the Board of Members, on behalf of the Company, shall make a Distribution to any Member in violation of Sections 18-607 or 18-804 of the LLC Act or other applicable law.

5.7 Tax Distributions.

(a) Calculation of Tax Exceeding Distributions. Subject to Section 5.7(b) below, the Board of Members shall cause the Company to make a cash distribution to each Member (a "***Tax Distribution***") within five (5) Business Days before each quarterly federal estimated tax deadline (taking into account whether the recipient is a corporation or individual) in an amount equal to the excess, if any (with such excess, if any, referred to as an "***Unfunded Tax Payment***"), of: (i) the product of: (A) such Member's allocated share of Company taxable income for the Fiscal Year (or portion thereof) to which such Tax Distribution relates, multiplied by (B) 40% (such percentage being the maximum applicable marginal federal, state, and local tax rate applicable to income of any Member for purposes of tax distributions); over (ii) the aggregate

distributions previously made to such Member from cash generated during the relevant Fiscal Year (or portion thereof) pursuant to Section 5.1, Section 10.2(d)(iii) or otherwise (but not including Tax Distributions made during such Fiscal Year that relates to a prior Fiscal Year).

(b) Distributions Limited to Cash Available. Tax Distributions shall be made only if there are sufficient cash funds available as determined by Super Majority Approval of the Members, taking into consideration the cash needs of the Company and its Subsidiaries, and only to the extent not prohibited under the terms of the Company's indebtedness, to all Members who have an Unfunded Tax Payment in the full amount thereof pro-rata based on the Unfunded Tax Payments owed to all Members for the applicable period. The Company shall not be required to borrow money or request additional Capital Contributions from any Person in order to fund Tax Distributions. Notwithstanding the foregoing, if the Company has excess funds available which are not to be distributed or used for any other dedicated purpose as set forth herein, and such borrowings are permitted under the terms of the Company's indebtedness, all Members shall have a right to borrow funds from the Company equal to such Member's Unfunded Tax Payment on terms and conditions reasonably acceptable to the Board of Members at the time of such loan.

(c) Credit Toward Subsequent Distributions. Subsequent Distributions that a Member is entitled to receive under Section 5.1 or Section 10.2(d)(iii) shall be reduced, dollar-for-dollar, by the amount of Tax Distributions previously received (and not already accounted for by such reduction) by such Member. If Tax Distributions made to any Member in any Fiscal Year exceed the amount that such Member is entitled to be distributed in such Fiscal Year pursuant to Section 5.1, such excess amount shall be carried forward and shall reduce, dollar-for-dollar, the amount of distributions to such Member under Section 5.1 or Section 10.2(d)(iii) in future Fiscal Years.

ARTICLE 6

PROFITS AND LOSS ALLOCATIONS

6.1 Allocations. For purposes of maintaining Capital Accounts, after making the allocations, and applying the limitations, provided under Section 6.2, all items of Company income, loss, gain, deduction and credit for any Fiscal Year will be allocated among the Members in proportion to their Percentage Interests.

6.2 Special Rules. Notwithstanding the general allocation rule set forth in Section 6.1, the following special allocation rules shall apply under the circumstances described therein.

(a) Deficit Capital Account and Nonrecourse Debt Rules. The special rules in this Section 6.2(a) apply, in the following order (unless expressly stated otherwise), to take into account the possibility of Members having deficit Capital Account balances for which they are not economically responsible and the effect of the Company incurring nonrecourse debt.

(i) **Minimum Gain Chargeback.** If there is a net decrease in "partnership minimum gain" (within the meaning of Treasury Regulation section 1.704-2(d)) during any Fiscal Year of the Company, each Member shall be allocated items of income and gain for such year (and, if necessary, for subsequent Fiscal Years) equal to such Member's share of the net decrease in partnership minimum gain within the meaning of Treasury Regulation section 1.704-2(g)(2), except to the extent not required by Treasury Regulation

section 1.704-2(f). To the extent that this Section 6.2(a)(i) is inconsistent with Treasury Regulation section 1.704-2(f) or incomplete with respect to such regulation, the minimum gain chargeback provided for herein shall be applied and interpreted in accordance with such regulation.

(ii) **Member Minimum Gain Chargeback.** If there is a net decrease in Member nonrecourse debt minimum gain attributable to any Member nonrecourse debt during any Fiscal Year, within the meaning of Treasury Regulation section 1.704-2(i)(3), each Member who has a share of the Member nonrecourse debt minimum gain attributable to such Member nonrecourse debt, determined in accordance with Treasury Regulation section 1.704-2(i)(5), shall be allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) equal to such Member's share of the net decrease in Member nonrecourse debt minimum gain, except to the extent not required by Treasury Regulation section 1.704-2(i)(4). To the extent that this Section 6.2(a)(ii) is inconsistent with Treasury Regulation section 1.704-2(i) or incomplete with respect to such regulation, the Member nonrecourse debt minimum gain chargeback provided for herein shall be applied and interpreted in accordance with such regulation.

(iii) **Limitation on Loss Allocations.** The Losses allocated to any Member pursuant to Section 6.1 with respect to any Fiscal Year shall not exceed the maximum amount of Losses that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of such Fiscal Year. All Losses in excess of the limitation set forth in this Section 6.2(a)(iii) shall be allocated as follows and in the following order of priority:

(A) first, to those Members who will not be subject to this limitation, on a *pro rata* basis in proportion to their respective Percentage Interest; and

(B) second, any remaining amount to the Members in proportion to their respective Percentage Interest.

(iv) **Deficit Account Chargeback and Qualified Income Offset.** If any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year, including an Adjusted Capital Account Deficit for such Member caused or increased by an adjustment, allocation or distribution described in Treasury Regulation sections 1.704-1(b)(2)(ii)(d)(4),(5) or (6), such Member shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible; *provided*, *however*, that an allocation pursuant to this Section 6.2(a)(iv) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if this Section 6.2(a)(iv) were not in this Agreement. The foregoing is intended to be a "qualified income offset" provision as described in Treasury Regulation section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in all respects in accordance with such regulation.

(v) **Member Nonrecourse Deductions.** Any "partner nonrecourse deductions" (as defined in Treasury Regulation section 1.704-2(i)) for any Fiscal Year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulation section 1.704-2(i).

(vi) **Curative Allocations.** The allocations provided for in Section 6.2(a)(i), (iii) and (iv) above (the "***Tax Regulatory Allocations***"), will not be consistent with the manner in which the Members intend to divide Company Profits, Losses and similar items. Accordingly, Profits, Losses and other items will be reallocated among the Members to the extent possible and without duplication (in the same Fiscal Year, and to the extent necessary, in subsequent Fiscal Years) in a manner consistent with Treasury Regulation section 1.704-1(b) and 1.704-2 so as to prevent the Tax Regulatory Allocations from distorting the manner in which Company Profits, Losses and other items are intended to be allocated among the Members pursuant to Section 6.1.

(vii) **Change in Regulations.** If the Treasury Regulations incorporating the Tax Regulatory Allocations are hereafter changed or if new Treasury Regulations are hereafter adopted, and such change or new regulations, in the opinion of independent recognized tax counsel for the Company, make it necessary to revise the Tax Regulatory Allocations or provide further special allocation rules in order to avoid a significant risk that a material portion of any allocation set forth in this ARTICLE 6 would not be respected for U.S. federal income tax purposes, this Agreement shall be amended in such a manner as, in the opinion of such counsel, is necessary or desirable, taking into account the economic interests of the Members as a whole and all other relevant factors, to avoid or reduce significantly such risk to the extent possible without materially changing the amounts that otherwise would be distributable to any Member pursuant to this Agreement.

(b) Change in Members' Units. If there is a change in any Member's share of the Company's Profits, Losses or other items during any year (whether by reason of a transfer of a Member's Units or otherwise), allocations among the Members shall be made in accordance with their interests in the Company from time to time during such year in accordance with Code section 706, using the closing of the books method, except that depreciation, amortization and similar items shall be deemed to accrue ratably on a daily basis over the entire year during which the corresponding asset is owned by the Company for the entire year, and over the portion of a year after such asset is placed in service by the Company if such asset is placed in service during the year.

(c) Nonrecourse Deductions and Nonrecourse Debt Sharing. For purposes of this Agreement, the Members shall be deemed to be allocated nonrecourse deductions, within the meaning of Treasury Regulation section 1.704-2, in proportion to their respective Percentage Interest. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treasury Regulation section 1.752-3(a)(3), the Members' interests in Company profits are their respective Percentage Interest.

6.3 Tax Allocations.

(a) Generally. Except as set forth in Section 6.3(b), allocations for tax purposes of items of income, gain, loss and deduction, and credits and basis therefor, shall be made in the same manner as allocations as set forth in Section 6.1. Allocations pursuant to this Section 6.3 are solely for purposes of U.S. federal, state, local and foreign income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

(b) Special Rules.

(i) **Elimination of Book/Tax Disparities.** If any Company property has a Carrying Value different from its adjusted tax basis to the Company for U.S. federal income tax purposes (whether by reason of the contribution of such property to the Company, the revaluation of such property hereunder, or otherwise), allocations of taxable income, gain, loss and deduction under this Section 6.3 with respect to such asset shall take account of any variation between the adjusted tax basis of such asset for U.S. federal income tax purposes and its Carrying Value in the same manner as under Code section 704I or the principles set forth in Treasury Regulation section 1.704-1(b)(2)(iv)(g), as the case may be, using any method provided by Treasury Regulation section 1.704-3 as determined by the Board of Members.

(ii) **Allocation of Items Among Members.** Each item of income, gain, loss, deduction and credit and all other items governed by Code section 702(a) shall be allocated among the Members in proportion to the allocation of Profits, Losses and other items to such Members hereunder; *provided*, *that*, any gain recognized from any disposition of a Company asset which is treated as ordinary income because it is attributable to the recapture of any depreciation or amortization shall be allocated among the Members in the same ratio as the prior allocations of Profits, Losses or other items that included such depreciation or amortization, but not in excess of the gain otherwise allocable to each such Member.

ARTICLE 7

MANAGEMENT

7.1 Management by Board of Members. Except as otherwise expressly provided in this Agreement, the day-to-day management of the Company (including the day-to-day management of the Project Company) shall be fully vested in the Board of Members, who shall manage the day-to-day business and affairs of the Company, and shall take all necessary steps on behalf of the Company to satisfy its obligations; *provided*, *that*, the Board of Members shall not take or permit any action that would require a Super Majority Approval of the Members without first obtaining such approval; provided, however that an individual Member of the Board of Members (in his or her capacity as such) shall not (i) have authority to bind the Company or (ii) otherwise be entitled to sign for or take any action on behalf of the Company. Except as otherwise specifically provided herein, authority for all actions reserved for the Members under the LLC Act shall be vested in the Board of Members. For the avoidance of doubt, the Board of Members shall be the "manager" of the Company for purposes of the LLC Act. In managing the business and affairs of the Company and exercising its powers granted hereunder, the Board of Members must act either through a meeting pursuant or through a written consent in lieu thereof pursuant to Section 7.77.7(f).

(a) Board of Members. The Members agree that the Board of Members shall be made up of the Founding Members (the "***Board of Members***"). All decisions made and actions taken by the Board of Members shall be based upon majority approval of the Board of Members, except as otherwise expressly provided herein. Each Member of the Board of Members shall be entitled to one (1) vote. A Member of the Board of Members (or any successor Member of the Board of Members) may be removed by a simple majority of the other Members of the Board of Members for acts of gross negligence, fraud or willful misconduct in the performance of their duties as a Board of Members Member hereunder. The Board of Members may delegate any part

of its responsibility for day-to-day business of the Company and for all matters not requiring Board of Member approval as specifically provided in this Agreement to one or more Officers as provided herein. Except as otherwise specifically provided herein, authority for all actions reserved for the Members under the LLC Act shall be vested in the Board of Members.

(b) Compensation; Qualification. The Board of Members, or any successor Board of Members, shall be compensated for its services hereunder agreed to by the majority of the Members.

(c) Transition of Board of Members. Upon permitted removal or a resignation of a Member of the Board of Members, the resigning Member shall cooperate with the successor Member in the transition process and shall deliver to the new Board of Member appointed hereunder all books, records and other information held in its capacity as Board of Members.

7.2 Certain Actions Requiring Majority Approval of the Members.

(a) Notwithstanding any other provision of this Agreement, the Board of Members shall not, unless such items are already including in the Operating Budget, do any of the following, either directly or indirectly, without the approval of at least a Majority Approval of the Members:

(i) incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a Member, in an amount exceeding $5,000.00;

(ii) mortgage, pledge, or grant a security interest in any property of the Company;

(iii) incur any liability or make any single expenditure or series of related expenditures in an amount exceeding $5,000.00;

(iv) lend money to or guaranty or become surety for the obligations of any Person in an amount exceeding $5,000.00;

(v) compromise or settle any claim against or inuring to the benefit of the Company;

(vi) engage in any business except that defined in this Agreement as a purpose of the Company;

(vii) decrease or eliminate the salary of a Member who has an appointed position; and

(viii) make any material expenditure outside of the ordinary course of business.

(b) Notwithstanding any other provision of this Agreement, the Company shall not do any of the following, either directly or indirectly, without the approval of at least a **Super Majority Approval** of the Members:

(i) cause the Company to file for bankruptcy;

(ii) dissolve, merge or liquidate the Company;

(iii) sell or otherwise dispose of all or substantially all of the assets of the Company;

(iv) do any material act in contravention of this Agreement;

(v) issue (or authorize the issuance of) any new Units or create (or authorize the creation of) any new class of Units;

(vi) impede the distribution of all distributable cash to the Members in accordance with the parameters set forth in this Agreement (including Articles 5 and 8); and

(vii) take any action that would cause any improper dilution to the Member's Economic Interests in the Company.

7.3 Officers; No Employees.

(a) Designation of Officers. The Board of Members may, from time to time, designate one or more officers of the Company ("***Officers***") with such titles as may be designated by the Board of Members to act in the name of the Company with such authority as may be delegated to such Officer by the Board of Members. All Officers shall be subject to the supervision and direction of the Board of Members. The authority, duties or responsibilities of any Officer may be suspended by the Board of Members with or without cause. Unless otherwise specified by the Board of Members or this Agreement, Officers shall have the rights, duties and obligations of officers with comparable titles of corporations organized under the General Corporation Law of the State of Delaware. The compensation of all Officers shall be determined by the Board of Members via an appropriate employment agreement.

(b) Removal of Officers. Any Officer may be removed, with or without cause at any time, and immediately by the Board of Members.

(c) No Employees. The Company shall have no employees.

(d) Reimbursement of Expenses. With prior written approval by the Board of Members, Officers may be reimbursed for their reasonable, documented, out-of-pocket expenses incurred in undertaking their duties as Officers of the Company.

(e) Initial Officers. The initial Officers of the Company are listed on Schedule 7.3, which shall be updated from time to time by the Board of Members.

7.4 Limitation of Board of Members Liability.

(a) General. Notwithstanding any provision herein and to the fullest extent permitted by applicable law, the Board of Members shall not be liable, responsible or accountable in damages or otherwise, or subject to any action, suit or proceeding at law or in equity, to the Company or any Member for any act or omission performed or omitted (whether or not such act or omission would constitute a breach of the Board of Members' s duty of care) (i) in good faith

on behalf of the Company, (ii) in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement, or (iii) in a manner not constituting intentional misconduct, gross negligence, or fraud. The provisions of this Agreement, to the extent that they expand or restrict or eliminate the duties and liabilities of the Board of Members otherwise existing at law or in equity, are agreed by each of the Members and the Board of Members to modify, to that extent, such duties and liabilities. To the fullest extent permitted by applicable law, the Board of Members shall not have any fiduciary duties or quasi fiduciary duties to the Company, the Project Company or the other Members (including their Affiliates), and the Board of Members shall be subject to any other or different standards of conduct than otherwise imposed by this Section 7.4(a). This Section 7.4(a) constitutes a modification and disclaimer of duties and obligations (express, implied, fiduciary or otherwise) with respect to the matters described in this Section 7.4(a) pursuant to Section 18-1101 of the Act. The Members agree that the provisions of this Section 7.4(a) are "*express*" and "*conspicuous*" for all purposes of applicable laws.

(b) Indemnification. The Company shall, to the fullest extent permitted by law, solely from assets of the Company and without recourse to any Member, indemnify, defend and hold harmless each current and former Member of the Board of Members for any and all claims or threats thereof, expenses and liabilities or threats thereof (including reasonable attorneys' fees and costs of investigation and defense relating to the Company) that such Board of Members Member may incur by reason of being on the Board of Members (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by any Member of the Board of Members in a manner constituting intentional misconduct, gross negligence or fraud. Expenses incurred by any current Member or former Member of the Board of Members in defense or settlement of any claim that may be subject to indemnification, to the fullest extent permitted by law, shall be advanced by the Company prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Member of the Board of Members to repay such amount to the extent that it shall be determined ultimately that such Member of the Board of Members is not entitled to indemnification and (ii) a reasonable determination by the Member of the Board of Members that such Member of the Board of Members, or someone on his or her behalf, is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably requested by the Board of Members.

(c) Reliance. Each Member of the Board of Members shall be fully protected in relying in good faith (i) upon the records of the Company and its Subsidiaries and upon such information, opinions, reports, or statements presented to such Member of the Board of Members by any service provider to the Company as to matters that the Board of Members reasonably believes are within such Person's professional or expert competence, or (ii) in respect of any specific matter or circumstance requiring interpretation, application, or enforcement of agreements to which the Company or any of its Subsidiaries is a party, such Member of the Board of Members may rely conclusively on the advice of legal counsel and/or qualified industry consultants engaged to advise the Board of Members or the Company with respect to such matter or circumstance.

7.5 Corporate Opportunities. The parties acknowledge and agree (a) that the Members and their respective Affiliates are in the business of making investments in, and operating, and have investments in, and operate, other businesses that do not compete with the business of the Company and its Subsidiaries and shall not engage, directly or indirectly, in any

business that competes in the same space as the Company ("***Competing Businesses***"), (b) that the Members shall have the unfettered right to continue to hold such existing investments as long as they are not a Competing Business, and (c) none of the Company or any of its Subsidiaries, or any Member, shall have any right with respect to any investments or activities undertaken by a Member separate and apart from the Company and its Subsidiaries as long as it is a Non-Competing Business. No Member nor any of their respective Affiliates shall be obligated to present any particular Non-Competing Business investment opportunity to the Company or any Subsidiary thereof, even if such opportunity is of a character that, if presented to the Company or any Subsidiary thereof, could be taken by the Company or such Subsidiary, and each Member and their respective Affiliate shall continue to have the right to take for their own respective account or to recommend to others any such particular investment opportunity

7.6 Non-Compete.

(a) With Company and its Subsidiaries. For the avoidance of doubt, in addition to, and without in any way limiting, any duties required of a Member and the Board of Members under applicable law (except as such duties may be limited by Sections 7.4 and 7.5), the Members agree that none of them nor any of their respective Affiliates shall compete with the Company in any fashion and in particular on any project or acquisition where the Company (or any of its Subsidiaries) has (i) with Board of Members approval, entered into a preliminary agreement for such project or acquisition, such as a term sheet or a non-disclosure agreement (a "***Preliminary Agreement***").

(b) With Respect to Trade Secrets, Proprietary Document Forms and Confidential Information. No Member or any Affiliate thereof will transfer to any Person any Company-owned trade secrets, proprietary document forms or confidential information of the Company or the Project; *provided*, *however*, that such restriction shall not prohibit the Company from selling or transferring any such assets as approved by the Board of Members and, to the extent permitted by this Agreement, transferring to one or more Members.

7.7 Board Meeting and Approval Requirements.

(a) Regular Meetings. The Board of Members will meet quarterly or on such other schedule, and at such other times, as the Board of Members may determine from time to time. Such meetings of the Board of Members shall be held as the Board of Members may determine and, subject to Section 7.7(c), no notice thereof need be given. Special meetings of the Board of Members shall be held at the written request of any Member of the Board of Members. All minutes of meetings of the Board of Members shall be filed in the minute book of the Company with copies of such minutes provided to each Member on the Board of Members.

(b) Telephonic Meetings. Any meeting of the Board of Members may be held by conference telephone call or through similar communications equipment, including videography, by means of which all persons participating in the meeting are able to communicate with each other. All Member of the Board of Members shall have the right to participate in such meetings via teleconference. Participation in a telephonic or videographic meeting held pursuant to this Section 7.7(b) shall constitute presence in person at such meeting. Minutes of telephonic or videographic meetings of the Board of Members shall be filed in the minute book of the Company with copies of such minutes provided to each Member of the Board of Members.

(c) Notices. Notices of regularly scheduled meetings of the Board of Members shall not be required unless the time or place of a particular regular meeting is other than as set forth in the schedule of annual meetings previously approved by the Board of Members. Notices of special meetings shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Special meetings shall be held at the address specified in the notice of such meeting or at such other place as shall be agreed by the Members of the Board of Members. Notice of a special meeting shall be given to each Member of the Board of Members not less than two (2) nor more than fifteen (15) Business Days before the date of the meeting. A Member of the Board of Members Directors may waive in writing the requirements for notice before, at or after the special meeting involved. The presence of a Member of the Board of Members at a meeting shall constitute waiver of notice of such meeting unless said Member expressly states otherwise at the outset of such meeting.

(d) Quorum. At each meeting of the Board of Members, the presence in person or by electronic means, as the case may be, of a majority of all Member of the Board of Members shall be necessary to constitute a quorum for the transaction of business by the Board of Members.

(e) Approval Requirements. The Board of Members may act either through the presence of a Member of the Board of Members voting at a meeting or by written Consent as provided in Section 7.7(f). All actions of the Board of Members must be approved by a Majority Approval of the Members of the Board of Members. Any decisions, approvals or consents by a Member of the Board of Members may, unless otherwise specifically provided hereunder, be made by such Member in its sole discretion, and taking into account the proprietary interests of the Member(s) which appointed such Member.

(f) Written Consents. Any Member of the Board of Members vote or approval required herein or action that may be or is required to be taken at any meeting of the Member of the Board of Members may be taken without a meeting and without a vote if Members constituting a Majority Approval of the Member of the Board of Members sign a Consent. All Consents signed by the Members shall be filed in the minute book of the Company with copies of the Consents provided to all Directors. Further, in the event less than the unanimous approval of the Member of the Board of Members is obtained by Consent, then the approving Members shall promptly deliver such approved Consent to those Members who did not consent in writing and who would have been entitled to notice pursuant to Section 7.7(c) had a meeting of the Member of the Board of Members been held.

ARTICLE 8

BOOKS AND RECORDS; FINANCIAL MATTERS

8.1 Accounting and Fiscal Year. The fiscal year of the Company (the "***Fiscal Year***") shall be the calendar year or such other year selected by the Board of Members and permitted by the Code or the Treasury Regulations. Unless otherwise provided herein, the Company's books of account shall be maintained in accordance with GAAP; *provided*, *however*, that for purposes of making allocations and distributions hereunder, Capital Accounts and Profits, Losses and other items shall be determined in accordance with ARTICLE 6. Each Member acknowledges that the Capital Account balances of the Members for the purposes described in the preceding sentence are not computed in accordance with GAAP.

8.2 Books and Records. At all times until the dissolution and termination of the Company, the Company shall maintain proper and complete books of account that show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the conduct of the business of the Company. In addition, the Company shall keep and maintain in its principal office all records required to be kept and maintained in accordance with all applicable laws. Without limiting the rights of either the Company and its representatives, or the Members, under Section 18-305 of the LLC Act, the Company shall make historical information available for inspection and copying upon reasonable notice by any Member or its representatives at any reasonable time during business hours and at such Member's expense for any purpose reasonably related to the Member's interest in the Company.

8.3 Company Budgets. The Company shall prepare or cause to be prepared no later than December 1 of each Fiscal Year, for the next occurring Fiscal Year, a proposed operating budget of the Company (the "***Operating Budget***") for the next occurring Fiscal Year. The Operating Budget shall be in a form reasonably determined by the Board of Members and complying with the applicable terms of this Agreement. The Operating Budget may be adopted or amended by the Board of Members. The initial Operating Budget shall be submitted for approval by the Board of Members no later than March 31, 2016.

8.4 Financial Statements.

(a) Quarterly. Within thirty (30) days after the close of the first, second and third quarters of each Fiscal Year, the Company shall cause to be furnished to each Member quarterly (and year-to-date) unaudited financial statements for the Company prepared in accordance with GAAP (but without footnotes and subject to year-end audit adjustments), certified by an appropriate Officer acting on behalf of the Company, including (i) a balance sheet showing the Company's financial position as of the end of such calendar quarter, (ii) supporting profit and loss statements, (iii) a statement of cash flows and (iv) a statement of changes in equity.

(b) Annual. Within ninety (90) days after the end of each Fiscal Year, the Company shall cause to be furnished to each Member financial statements with respect to such Fiscal Year of the Company, consisting of (i) a balance sheet showing the Company's financial position as of the end of such Fiscal Year, (ii) supporting profit and loss statements, (iii) a statement of cash flows for such year and (iv) a statement of changes in equity (together, the "***Financial Statements***"). Unless otherwise determined by the Board of Members, the Financial Statements shall be prepared in accordance with GAAP and shall be audited by a nationally-recognized accounting firm.

8.5 Periodic Reports. The Board of Members shall cause, at the Company's expense, to be delivered to each Member, the following reports, information and financial statements at the times indicated below:

(i) Annually, and not later than sixty (60) days after adopted by the Board of Members, the Operating Budget for the upcoming Fiscal Year.

8.6 Confidentiality. Each Member shall hold all non-public information regarding the Company and its Subsidiaries, and their respective businesses, confidential, it being understood and agreed that, in any event, a Member may make:

(a) disclosures of such information to Affiliates and members of such Member and to their advisors as well as any nationally recognized statistical rating organization so long as such Affiliates, members, agents and advisors agree to keep such information confidential in accordance with the requirements of this Section 8.6;

(b) with prior written approval of the Board of Members, disclosures of such information reasonably required by any bona fide or potential permitted assignee or transferee of, or financing party to, direct or indirect ownership of a Unit in connection with the contemplated Transfer by, or financing of, such Member of any of such Member's Units herein, so long as such assignees, transferees or financing parties, as applicable, agree to keep such information confidential in accordance with a customary confidentiality agreement;

(c) disclosures required or requested by any Governmental Authority or representative thereof or pursuant to legal or judicial process; *provided*, *that*, unless specifically prohibited by applicable law or court order, each such Member shall make reasonable efforts to notify the Company of any request by any Governmental Authority or representative thereof (other than any such request in connection with any examination of the financial condition or other routine examination of such Member by such Governmental Authority) for disclosure of any such non-public information prior to disclosure of such information; and

(d) disclosures of information that is generally known to the public at the time of disclosure or becomes generally known to the public other than as a result of a disclosure by the Member or its representatives.

This Section 8.6 shall survive the termination of the Company, this Agreement or a Member's withdrawal from the Company, as applicable, for a period of one (1) year from the applicable event.

8.7 Tax Matters.

(a) Status of the Company. The Company and each Member acknowledge that, as of the Effective Time, the Company is a partnership for U.S. federal and state income and franchise tax purposes and hereby agree not to make any election, or take any other action, that would cause the Company to be treated as other than a partnership for federal, state or local tax purposes, including any action that would result in the Company being treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the Treasury Regulations. Each Member further agrees not to elect for the Company to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute and to file all tax returns accordingly. Neither this Agreement nor the treatment of the Company as a partnership under the Code shall be deemed to create a partnership among the Members for any other purpose whatsoever.

(b) Tax Elections and Reporting.

(i) **Generally.** Except as otherwise expressly stated in this Agreement, the Board of Members shall cause the Company to make all such elections under the Code or Treasury Regulations as the Board of Members may choose in its reasonable discretion.

(ii) **Tax Information.** No later than one hundred and twenty (120) days after the end of each Fiscal Year, each Person who was a Member at any time during the Fiscal Year shall be provided with an information letter (containing such Member's Form K-1 or comparable information) with respect to its distributive share of income, gains, deductions, losses and credits for income tax reporting purposes for such Fiscal Year, together with any other information concerning the Company necessary for the preparation of a Member's U.S. federal income tax return(s).

(iii) **Company Tax Returns.** A firm of certified public accountants selected by the Board of Members shall, if the Board of Members so determines, be retained to prepare or review the necessary federal income tax returns and information returns for the Company. Any such tax returns not prepared or reviewed by the firm of certified public accountants, and all other tax returns, shall be prepared in a manner directed by the Board of Members. Each Member shall provide such information, if any, as may be needed by the Company for purposes of preparing such tax and information returns so long as such information is readily available from regularly maintained accounting records.

(iv) **Tax Audits.** The Board of Members will determine who shall serve as the "tax matters partner," as that term is defined in Code section 6231(a)(7) (the "***Tax Matters Member***") during the TEFRA Period with all of the rights, duties and powers provided for in sections 6221 through 6234, inclusive, of the Code. For taxable years beginning after December 31, 2023, (i) _____ shall be the "partnership representative" within the meaning of Budget Act (the "***Partnership Representative***"). The Tax Matters Member and the Partnership Representative, as applicable, may be removed and replaced upon Super Majority Approval of the Members. The Tax Matters Member and the Partnership Representative, as applicable, shall promptly deliver to each Member a copy of all notices and communications with respect to income or similar taxes received from the Internal Revenue Service or other taxing authority relating to the Company that might materially adversely affect such Members, and shall keep such Members advised of all significant developments in such matters coming to the attention of the Tax Matters Member and the Partnership Representative, as applicable. All costs incurred by the Tax Matters Member and the Partnership Representative, including its Affiliates, in performing the Tax Matters Member's and the Partnership Representative's obligations (including reasonable allocable internal personnel costs and reasonable disbursements), and all fees and expenses incurred in connection with directing the defense of any claims made by the Internal Revenue Service or other taxing authority (to the extent that such claims relate to the adjustment of Company items), shall be borne by the Company. Neither the Tax Matters Member, the Partnership Representative nor the Company shall be liable for any additional tax, interest or penalties payable by a Member or the Company, or any costs of separate counsel chosen by such Member to represent the Member with respect to any aspect of any challenge by a taxing authority.

(c) Company Tax Attributes. Notwithstanding anything to the contrary in this Agreement, (i) each Member hereby covenants to treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of such income, gain, loss deduction, or credit on the tax return of the Company or as determined in a notice of final partnership adjustment pursuant to Section 6226 of the Code (as amended by the Budget Act), (ii) each Member hereby agrees to indemnify and hold harmless the Company from such Member's share of any tax, including any interest and penalty thereon, attributable to any

adjustment to the income, gain, loss, deduction, or credit of the Company pursuant to Section 6226 of the Code (as amended by the Budget Act) and (iii) neither the Board of Members, the Tax Matters Member nor the Partnership Representative will be liable to the Company or any Member for any tax, including any interest and penalty thereon, attributable to the income, gain, loss deduction, or credit reported on the tax return of the Company or as determined in a notice of final partnership adjustment pursuant to Section 6226 (as amended by the Budget Act).

ARTICLE 9

TRANSFERS

9.1 Void Transfers. To the fullest extent permitted by law, any purported direct or indirect Transfer of a Unit that fails to comply with the provisions set forth in the applicable sections of this ARTICLE 9 shall be void and of no force or effect. The Members agree that a breach of the provisions of this ARTICLE 9 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (a) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provision and (b) the uniqueness of the Company's business and the relationship among the Members. Accordingly, the Members agree that the provisions of this ARTICLE 9 that are capable of being enforced by specific performance may be enforced by specific performance.

9.2 Transfers of Units.

(a) General. Except for Permitted Transfers (which still must comply with the provisions of Section 9.3), no Member shall Transfer all or any part of such Member's Units without the prior Super Majority Approval of the Members; *provided*, *however*, that notwithstanding anything to the contrary contained herein, none of the restrictions on the Transfer of a Member's Units contained in this Agreement (other than the provisions of Section 9.3), including without limitation the aforementioned approval of the Board of Members, shall apply to Transfers made pursuant to Sections 9.2(b) through 9.2(d). In addition, no Member may make or suffer to be made, directly or indirectly, a Transfer of any ownership interest, the issuance of a new equity interest or redemption of existing equity interests in any Person holding a direct or indirect ownership interest in such Member without the prior written consent of the Board of Members, and any such purported Transfer shall be void and of no force or effect.

(b) Right of First Refusal.

(i) Except in the case of a Permitted Transfer, if any Member (the "***Selling Member***") desires to directly or indirectly Transfer any or all of such Member's Units (the "***Offered Units***") to any Person(s) (collectively, the "***Proposed Transferee***"), the Selling Member must first obtain Super Majority Approval of the Members and then offer to sell to the Company the Offered Units at the same price and on other terms and conditions identical in all material respects to those on which the Selling Member intends to Transfer the Offered Units to the Proposed Transferee. If such Transfer involves consideration other than cash, any Person having rights under this to Sections 9.2(b) shall have the right to elect to pay, in lieu of such non-cash consideration, cash in an amount equal to the fair market value of such non-cash consideration, as agreed upon between the Selling Member and such Person. The Selling Member's offer shall be made by a written notice (the "***Notice of Offer***") delivered to the

Company and the other Members not less than thirty (30) days prior to the proposed Transfer. Such notice shall set forth the identity of the Proposed Transferee, the Offered Units proposed to be Transferred, the terms and conditions of the proposed Transfer, including price per Unit, and any other terms and conditions or material facts relating to the proposed Transfer. In addition, the Selling Member shall provide to the Company and the other Members all such other information relating to the Offered Units, the Proposed Transferee and the proposed Transfer as the Company or the other Members may reasonably request.

(ii) The Company may elect to purchase all or any portion of the Offered Units by sending written notice thereof to the Selling Member within twenty (20) days following delivery of the Notice of Offer (the "***Company Exercise Period***"). To the extent that the Company does not elect to purchase all of the Offered Units pursuant to its rights under this to Sections 9.2(b), the other Members shall have the right, exercisable upon the expiration of the Company Exercise Period, to elect to purchase all or any portion of the Offered Units not purchased by the Company pursuant to this to Sections 9.2(b), at the same price and on other terms and conditions identical in all material respects to those set forth in the Notice of Offer, by sending written notice thereof to the Selling Member within ten (10) days following the expiration of the Company Exercise Period. The other Members shall be entitled to purchase their proportionate share of the Offered Units if more Units are available for purchase because the Company or the other Members did not subscribe to purchase all of the Offered Units.

(iii) If the Company and the other Members do not collectively elect to purchase all of the Offered Units within the time periods provided above, then the Selling Member shall have the right for a period of ninety (90) days following the expiration of the last of such time periods provided above, to sell all (but not less than all) of the Offered Units not otherwise purchased by the Company and the other Members pursuant to this to Sections 9.2(b), at not less than the price, and upon other terms and conditions not more favorable to the Proposed Transferee, than those that were contained in the Notice of Offer. Any Offered Units not sold within such ninety (90) day period shall continue to be subject to the requirements of this to Sections 9.2(b).

(c) Tag Along Right.

(i) **Proposed Controlling Sale.** If one or more Selling Members (A) proposes to Transfer all or any of their respective Units (such Units, the "***Transferred Units***") in a single transaction or series of related transactions that would result in more than fifty percent (50%) of the then outstanding Units being Transferred to one or more Persons other than in connection with a Permitted Transfer (a "***Controlling Sale***") and (B) the Selling Member has not issued a Remaining Member Drag Along Notice as provided in Section 9.2(d), then any other Member (a "***Remaining Member***") shall have the right, as provided in this Section 9.2(c) (the "***Tag Along Right***"), to require the proposed purchaser in the Controlling Sale (the "***Purchaser***") to purchase a number of Units from the Remaining Member equal to (x) the number of Transferred Units multiplied by (y) a fraction, the numerator of which is the number of Units held by such Remaining Member and the denominator of which is the total number of all issued and outstanding Units. The purchase price of a Remaining Member's Units with respect to any sale pursuant to this Section 9.2(c) shall equal the per Unit purchase price offered by the Purchaser to the Selling Member.

(ii) **Notice of Sale.** The Selling Member shall, not less than fifteen (15) days prior to a Controlling Sale, give written notice to each Remaining Member of such proposed Transfer (a "***Notice of Proposed Transfer***"). The Notice of Proposed Transfer shall set forth: (A) the Units proposed to be Transferred and the Percentage Interest that the Controlling Sale represents, (B) the identity of the Purchaser, and (C) the proposed amount and form of consideration and other material terms and conditions of the Controlling Sale.

(iii) **Tag Along Notice.** A Remaining Member may exercise the Tag Along Right by giving written notice to the Selling Member (the "***Tag Along Notice***") within ten (10) days following such Remaining Member's receipt of the Notice of Proposed Transfer. If no Tag Along Notice is received prior to expiration of such ten (10) day period, the Selling Member shall have the right, for ninety (90) days after the expiration of such ten (10) day period, to complete the Controlling Sale specified in the Notice of Proposed Transfer on the terms and conditions substantially similar to those set forth therein and without including any Remaining Member's Units. The Selling Member shall attempt to cause the portion of any remaining Units properly included in any Tag Along Notice to be Transferred in the Controlling Sale; *provided*, *however*, that in the event that the Purchaser does not agree to purchase all of the remaining Units properly included in each Tag Along Notice, then the number of Units permitted to be sold by the Selling Member and each Remaining Member participating in the Controlling Sale pursuant to this Section 9.2(c) shall be reduced to the number of Units that the Purchaser is willing to purchase, with such reduction being allocated among the Selling Member and each Remaining Member participating in the Controlling Sale pursuant to this Section 9.2(c) *pro rata* in accordance with their relative holdings of Units that otherwise would have been sold to the Purchaser in the Controlling Sale had the Purchaser been willing to acquire all of the Transferred Units and all other Units properly included in any Tag Along Notice.

(iv) **Sale of Remaining Units.** If any Remaining Member issues a Tag Along Notice, subject to any applicable dispute resolution provisions or procedures, the purchase price as determined above for the remaining Units shall be paid in the same form of consideration and shall be purchased on terms and conditions that are the same in all material respects, as to those proposed in the Controlling Sale. Such Remaining Member shall cooperate with all reasonable requests of the transferee to consummate the Transfer of such Remaining Member's Units to the Purchaser pursuant to this Agreement and the other terms and conditions of the Controlling Sale, including meeting the terms and conditions set forth in Section 9.3 disregarding the participation of the tagging Member(s) in the sale; *provided*, *however*, that except with respect to individual representations, warranties and indemnities of such Remaining Member as to such Remaining Member's Units, the aggregate amount of such Remaining Member's liability under the agreement by which such Remaining Member Transfers such Remaining Member's Units pursuant to this Section 9.2(c) shall not exceed the net proceeds received by such Remaining Member from the Transfer.

(d) Drag-Along Right. In connection with a Controlling Sale, a Selling Member may issue to each Remaining Member, either before or after a Notice of Proposed Transfer, a notice (a "***Drag Along Notice***") requiring each Remaining Member to sell all of such Remaining Member's Units in the Controlling Sale. A Drag Along Notice shall set forth the purchase price per Unit (which shall be the same per Unit price offered to the Selling Members), the proposed closing date of such sale (which shall not be sooner than fifteen (15) days following the Remaining Member's receipt of the Drag Along Notice) and the name of the Purchaser.

Issuance of a Drag Along Notice shall require each Remaining Member that receives a Drag Along Notice to cause the sale of such Member's Units to the Purchaser pursuant to the terms set forth in the Drag Along Notice and to proceed accordingly with the Controlling Sale, including the execution and delivery of all related documentation as may be requested in order to carry out the terms and provisions of this Section 9.2(c). A Drag Along Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of all the Units held by each Member that receives such notice between such Member and the Purchaser (or its designee). Each Member agrees to refrain from exercising any dissenters' rights or any rights of appraisal under applicable law (if any such rights are applicable) at any time with respect to the sale of such Member's Units pursuant to this Section 9.2(d).

9.3 Additional Transfer Terms and Conditions. In addition to the other requirements of this ARTICLE 9, any Transfer (other than a Transfer pursuant to Section 9.2(d)) of a Unit shall also comply with the following terms and conditions, any of which, in the case of a Transfer of all of the Company's Units in a single transaction or series of related transactions, may be waived by the Board of Members:

(a) an instrument of Transfer and related documents reasonably approved by the Board of Members have been executed by the transferor and transferee and delivered to the principal office of the Company;

(b) a counterpart signature page to this Agreement has been executed by the transferee;

(c) a certificate from an officer of such transferee stating that the representations and warranties made in this Agreement (including any representations and warranties in any related Offering Documents) respecting the Member holding the Units that such transferee is purchasing are true and correct with respect to such transferee as of the date of such transfer;

(d) the Transfer does not create a default under any agreements to which the Company or any of its Subsidiaries is a party;

(e) the transferor has reimbursed the Company and the non-transferring Members for, and held the Company (and its Subsidiaries) and the non-transferring Members harmless from, all of their respective costs, expenses, taxes or liabilities (including reasonable attorneys' fees and disbursements) incurred in connection with the Transfer;

(f) the Transfer shall not result in the Company or any of its Subsidiaries being treated as a "publicly traded limited liability company" within the meaning of Section 7704 of the Code and the Treasury Regulations or have other adverse tax effects on the Company or any of its Subsidiaries (including causing the Company or any of its Subsidiaries to be terminated for federal income tax purposes or to cease to be classified as a partnership for federal or state income tax purposes);

(g) such Transfer does not require, or qualifies for an exemption from, registration under the Securities Act and qualification under any applicable state securities law;

(h) such Transfer would not subject the Company or any of its Subsidiaries to regulation under the Investment Company Act of 1940, the Investment Advisers Act of 1940 or the Employee Retirement Income Security Act of 1974; and

(i) such Transfer does not result in the imposition of a transfer tax on any other Member, or result in a termination of the Company or any of its Subsidiaries pursuant to the provisions of Code section 708(b) (or any comparable provision of state, local, foreign or provincial tax law), unless such transfer tax or the consequences of such tax termination are indemnified against by the transferring Member or its transferee in a manner reasonably acceptable to each non-transferring Member; *provided*, *that*, the Members shall cooperate in good faith, at the request of the transferring Member, to structure such Transfer in a manner that does not give rise to any such transfer tax or tax termination.

9.4 Involuntary Transfers. If any Unit is, or is expected to be within the subsequent one hundred twenty (120) days, subject to an Involuntary Transfer, the Member holding such Unit or such Member's successor in interest shall promptly, but in no event later than five (5) days after becoming aware of the Involuntary Transfer or expected Involuntary Transfer, notify the Company of such event. The transferring Member shall remain a Member even if such Member's entire Economic Interest in the Company has been Transferred as a result of any Involuntary Transfer.

9.5 Resignation of Members. If a Member has Transferred all of such Member's Units in compliance with this Agreement, then such Member shall without further act be deemed to have resigned from the Company if and when the holder(s) of such Units have been admitted as Members in accordance with this Agreement. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to own or hold any Units, such Member shall not have the ability to resign as a Member prior to the dissolution and winding up of the Company, and any such resignation or attempted resignation by a Member prior to the dissolution or winding up of the Company shall, to the fullest extent permitted by law, be null and void.

9.6 Admission of Members. Any transferee or assignee of a Unit that is Transferred in accordance with this ARTICLE 9 shall be admitted to the Company as a Member. For the avoidance of doubt, no transferee of Units who acquired Units solely as a result of an Involuntary Transfer shall be admitted to the Company as a Member without the vote of a Super Majority Approval of the Members.

ARTICLE 10

DISSOLUTION AND TERMINATION

10.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

(a) the Consent of a Super Majority Approval of the Members;

(b) entry of a decree of judicial dissolution under the LLC Act; or

(c) any other event that causes a dissolution of the Company because the LLC Act mandates dissolution upon the occurrence of such other event, notwithstanding any agreement

to the contrary, unless the Company is continued without dissolution in accordance with this Agreement or the LLC Act.

Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of such Member in the Company.

10.2 Procedures Upon Dissolution.

(a) General. If the Company dissolves, the Company shall commence winding up pursuant to the appropriate provisions of the LLC Act and the procedures set forth in this Section 10.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company shall continue to be governed by this Agreement.

(b) Control of Winding Up. The winding up of the Company shall be conducted under the direction of the Board of Members or an Officer or other Person designated by the Board of Members (the Board of Members or such Officer or other Person in such capacity is hereinafter referred to as the "***Liquidator***"); *provided*, *however*, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 10.1(b), the winding up shall be carried out in accordance with such decree.

(c) Manner of Winding Up. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 10.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibility (as modified by this Agreement) and having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon completion of winding up of the Company, the Liquidator shall cause to be filed a certificate of cancellation in accordance with the LLC Act.

(d) Application of Assets. In the case of a dissolution, liquidation or winding up of the Company, the Company's assets shall be applied as follows:

(i) First, to satisfaction of the liabilities of the Company owing to third parties to the extent permitted by law, whether by payment or reasonable provision for payment. The Liquidator is authorized to set up such reserves as are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent, conditional or unmatured liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in Sections 10.2(d)(ii) and (iii) below;

(ii) Second, to satisfaction of loans or any other liabilities of the Company owing to the Members, proportionately to the amount of any such loans or other liabilities;

(iii) Third, to the Members in the amounts and manner set forth in Section 5.2. All distributions pursuant to this Section 10.2(d)(iii) shall be made no later than the end of the Company taxable year during which the liquidation of the Company occurs (or, if later, within ninety (90) days after the date of such liquidation).

10.3 Termination of Company. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company's affairs shall terminate and the Liquidator shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Company. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided for in the LLC Act.

10.4 Continuation of Company. Notwithstanding anything to the contrary set forth in this Agreement, the Bankruptcy, dissolution or dissociation of any Member shall not, in and of itself, cause the dissolution of the Company. Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Cumulative Remedies; Amendment. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Member shall not preclude or waive such Member's right to use any or all other remedies. Said rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. This Agreement may be amended or any provision hereof may be waived only upon the written consent of the Board of Members and a Super Majority Approval of the Members.

11.2 Disclaimer of Agency. This Agreement does not create any relationship among the Members beyond the scope set forth herein, and except as otherwise expressly provided herein, this Agreement shall not constitute any Member the legal representative or agent of any other, nor shall any Member have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of any other Member or the Company or any of its Subsidiaries.

11.3 Notices and Information. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by facsimile, and if not reasonably practicable to send by facsimile, then by hand delivery, overnight courier or certified mail (return receipt requested), to the other parties at the addresses set forth in the Register of Members. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (a) if sent by hand or overnight courier, the date when duly delivered at the address of the recipient; (b) if sent

by certified mail, the date of the return receipt; or (c) if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number. The Company may distribute information to Members through electronic means, including through websites.

11.4 Consequential Damages. To the fullest extent permitted by law, neither the Company (or any of its Subsidiaries) nor any Member shall be liable to any other Member or the Company (or any of its Subsidiaries) for special, indirect or consequential damages resulting or arising out of this Agreement, including loss of profit.

11.5 Counterparts. The Members may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Members; each counterpart shall be deemed an original instrument as against any Member who has signed it. Furthermore, this Agreement may also be executed digitally with digitally affixed signatures constituting the actual signing and execution, while the Members also agree that hard copies of this Agreement shall be circulated among the Parties for wet signature execution of a single copy fully executed by all Members.

11.6 No Right to Partition. No Member shall have the right to bring an action for partition against the Company. Each of the Members hereby irrevocably waives any and all rights which it may have to maintain an action to partition Company property or to compel any sale or transfer thereof.

11.7 Additional Documents; Further Assurances. Each Member shall execute, with acknowledgment or affidavit, if required or deemed appropriate, any and all documents and writings that may be necessary or expedient in connection with the creation of the Company and the achievement of its Purposes, specifically including (a) such certificates and other documents as the Board of Members deems necessary or appropriate to form, qualify or continue the Company as a limited liability company (or a company in which the Members have limited liability) in all jurisdictions in which the Company conducts or plans to conduct business and (b) all such agreements, certificates, tax statements, tax returns and other documents as may be required of the Company or its Members by the laws of any Governmental Authority in which the Company conducts or plans to conduct business, or any political subdivision or agency thereof. The Members, from time to time, at the Company's request, shall execute, acknowledge and deliver such other documents, instruments, certifications and assurances, and take such other actions, as the Company may reasonably require to effectuate the purpose of this Agreement, or to better enable the Company to complete, perform or discharge any of its obligations hereunder.

11.8 Governing Law; Binding Arbitration. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of New Jersey (without giving effect to any conflicts or choice of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction). PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT BETWEEN OR AMONG MEMBERS OR BETWEEN ANY MEMBER OR FORMER MEMBER OF THE COMPANY SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR ANY OTHER SUCCESSOR ENTITY. THE PARTIES AGREE AND UNDERSTAND THAT IN THE

ABSENCE OF ARBITRATION THE PARTIES WOULD HAVE THE RIGHT TO ADVANCE ANY CLAIM OR DEFENSE ON THEIR BEHALF IN A COURT OF LAW WHERE EITHER A JURY OR A JUDGE WOULD DETERMINE THE FACTS AND RENDER A DECISION. THE PARTIES ARE SOPHISTICATED BUSINESSMEN AND ENTITIES WHO REALIZE THE COST AND EXPENSE ASSOCIATED WITH A TRIAL BEFORE A JUDGE OR JURY AND WOULD PREFER RESOLUTION THROUGH THE ARBITRATION PROCESS DESCRIBED HEREIN, SUCH DECISION BEING MADE INTELLEGENTLY, KNOWINGLY AND VOLUNTARILY IN THE INTEREST OF EFFICIENT DISPUTE RESOLUTION. THE VENUE FOR THE ARBITRATION WILL OCCUR IN MERCER COUNTY, NEW JERSEY AND SELECTION BY THE ARBITRATOR WILL BE THROUGH MUTUAL CONSENT BY THE PARTIES IN THE ABSENCE OF ANY APPLICABLE RULE OF THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR ENTITY, THE PARTIES MAY PETITION THE COURT ONLY FOR A SELECTION OF THE SINGLE ARBITRATOR WHOSE DECISION WILL BE BINDING. THUS, THE PARTIES HEREBY IRREVOCABLY CONSENT TO AND CONFER EXCLUSIVE JURISDICTION UPON THE LAWS OF STATE OF NEW JERSEY AND VENUE IN THE COUNTY OF MERCER, STATE OF NEW JERSEY.

11.9 Intentionally Omitted.

11.10 Binding Effect. This Agreement shall be binding on all successors and assigns of the Members and inure to the benefit of the respective successors and permitted assigns of the Members, except to the extent of any express contrary provision in this Agreement.

11.11 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

11.12 Captions. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.13 No Rights in Third Parties. The provisions of this Agreement are for the exclusive benefit of the Members and their respective successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) any Person (including any Governmental Authority) to whom any debts, liabilities or obligations are owed by the Company or any Member or (b) any liquidator, trustee or creditor acting on behalf of the Company. No such creditor or any other Person (including any Governmental Authority) shall have any rights under this Agreement, including rights with respect to enforcing the payment of Capital Contributions, unless specifically set forth herein or therein.

11.14 No Title to Company Property. All property owned by the Company, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest or title in such property except indirectly through such Member's Units.

11.15 Persons Not Named. Unless named in this Agreement, or unless admitted to the Company as a Member pursuant to the terms of this Agreement, no Person shall be considered a Member. The Company and the Members need deal only with Persons so named or admitted as Members; *provided*, *however*, that any distribution by the Company to the Persons shown on the Register of Members as a Member or its legal representative or the assignee of the right to receive Company distributions as herein provided, shall relieve the Company and the Member of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, Bankruptcy of the Member or any other reason.

11.16 Entire Agreement. This Agreement contains the entire agreement of the Members relating to the rights and obligations of the Members with respect to the Company. Any prior agreements shall be of no further force or effect. The terms of all Offering Documents to which a Member is a party are hereby incorporated by reference into this Agreement, solely with respect to such Member and such Member's Units, and shall hereafter be deemed to be a part of this Agreement for all purposes hereunder and thereunder, as well as for purposes of the LLC Act.

11.17 Company Loan(s) to Rcubed Eco, LLC. In the event the Member herein Rcubed Eco, LLC requests the Company to make a loan to it from proceeds of sale or liquid assets of the Company for personal use (defined as not in conjunction with the payment of funds for John Coates research and development or advancement of legitimate and necessary interests of the Company) the Company shall make such Member loan(s) on the following terms and conditions:

(i) There must be available funds for distribution from sales or unencumbered liquid assets not otherwise dedicated to a preapproved budget item, notwithstanding the foregoing terms of Section 11.17(i) if the company does not have the funds on hand, the Members will arrange for a loan to be made to the company by a 3rd party in order to fund the loan to be made to Rcubed Eco, LLC in the full amount;

(ii) A simple majority of the Board of Members must approve the loan which approval cannot be unreasonably withheld;

(iii) The loan shall be repaid through a debit against distribution of Company proceeds otherwise owed to Rcubed Eco, LLC pursuant to the Operating Agreement;

(iv) A mutually agreed upon loan repayment schedule will be made by the Members for the subject loan to be made to Rcubed Eco, LLC , and said repayment schedule shall not devised in a fashion that shall not be financially punitive to John Coates and his family, the loan terms being such that no effect upon the Coates' lifestyle shall be realized as a result of these monthly or quarterly loan payments. Furthermore, any loan made by the company to Rcubed Eco, LLC shall bear no interest.

11.18 Spiritual and Moral Foundation of the Company. The company Members and the natural individual persons who are Members of the Company Members hereby swear and attest to their Spiritual and Moral commitment to Found and Operate this great and good enterprise under the guidance of our Lord God, they now being joined in a Family whose foundation and existence is based upon the Judaic Christian principles that have been conveyed to us through the covenant of the Lord God as ascribed to His name and His glory in both the book of our beloved Jewish brethren, the Old Testament, as well as the Christian Covenant between the Lord God and His three faces of the Holy Trinity as ascribed to those of the Christian faith in the New Testament. In

order to recognize and honor our Family relationship to our Lord God, the company Members and the individual natural persons being Members of the Company Members now agree that no Company Member or the individual natural persons being Members of the Company Members shall use the name of the Lord God or any face of the Lord God as held within the Christian Holy Trinity in any context involving the use of any expletive or disrespectful term being connected to the Lord God or any face of the Holy Trinity in any fashion whatsoever. Nor shall the name of the Lord God, nor that of any face of the Christian Holy Trinity, be used in any context of any type of blasphemy or as a device to affirm any oath or sworn words, excepting those instances that are recognized under the United States judicial system. Any Company Member or the individual natural persons being Members of the Company Members who violate the terms of Article 11, Section 18 (11.18) shall be subjected to a company fine of $100.00 per occurrence. The Members agree that all proceeds from fine payments made under this provision shall be donated to a charity agreed upon by the majority of the Members on a Quarterly basis. Furthermore, the Members agree that any Member using any expletive during the course of company business conversations, verbal or written, shall be subjected to a $10.00 company fine for each occurrence and these funds resulting from said fines shall also be donated to the aforesaid charity under the same conditions as described herein this Article 11, Section 18 (11.18). In addition, the Company Members agree that the Foundational Agreement of this Spiritual and Moral Family enterprise shall be the 10 Commandments and that a copy of these Holy Commandments shall be incorporated into the and made a part of this Operating Agreement and are attached hereto as Exhibit D.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Members have executed and delivered this Limited Liability Company Operating Agreement as of the Effective Time.

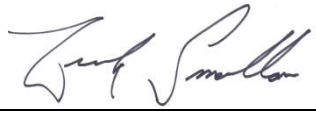
MEMBERS:

Rcubed Eco, LLC

_____

By: John Coates

Southern Cone LNG, LLC



By: Francis X. Smollon

Elm Road Investments LLC

_____

By: Michael Brown

EXHIBIT A

DESCRIPTION OF THE TECHNOLOGY THAT IS EITHER PATENTED OR TO BE PATENTED, INCLUDING ALL INVENTIONS OF MEMBER, JOHN COATES OR ANY AFFILIATE COMPANY WHETHER SUCH INVENTIONS EXISTS OR EXIST IN THE FUTURE ALL OF WHICH WILL BE INCLUDED IN THE TECHNOLOGY, PATENTED OR OTHERWISE, TRADE SECRETS, KNOW HOW AND THE LIKE WHICH IS THE SUBJECT OF THIS AGREEMENT.

EXHIBIT B

SCHEDULE I

REGISTER OF MEMBERS

MEMBER	ADDRESS, AND JURISDICTION OF ORGANIZATION	PERCENTAGE INTEREST	UNITS
Rcubed Eco, LLC and any affiliate company	Seminole, FL	33 1/3%	333.333
Southern Cone LNG, LLC	14 Brandon Road Lawrenceville, NJ	33 1/3%	333.333
Elm Road Investments, LLC	93 Elm Road Princeton, NJ 08540	33 1/3%	333.333
	TOTALS:	**100.00%**	**1,000**

MATERIAL CONTRIBUTIONS TO COMPANY

1. John Coates and affiliated companies – all intellectual property (IP) whether patented or to be patented, for any invention or technology owned, controlled or discovered by John Coates or any affiliated companies existing now or in the future as a result of ongoing research and development which shall be titled in the name of the Company. John Coates will title all such IP in the name of an LLC or other entities as determined by the Board of Members and ownership of such IP shall be vested in the Company or Affiliated LLC(s).

2. Elm Road Investments, LLC – all C Suite managerial and executive skills to advance and develop Projects.

3. Southern Cone LNG, LLC – all funding support and overarching management services including introduction of distribution networks both nationally and internationally.

Each of the Parties possesses special skills which collectively consist the essence of the Company as described on this Exhibit B.

EXHIBIT C

OFFICERS OF THE COMPANY

Michael Brown	CEO
John Coates	CTO

EXHIBIT D

THE TEN COMMANDEMENTS

1. “I am the Lord thy God, thou shalt not have any strange gods before Me.”
2. “Thou shalt not take the name of the Lord thy God in vain.”
3. “Remember to keep holy the Sabbath day.”
4. “Honor thy father and mother.”
5. “Thou shalt not kill.”
6. “Thou shalt not commit adultery.”
7. “Thou shalt not steal.”
8. “Thou shalt not bear false witness against thy neighbor.”
9. “Thou shalt not covet thy neighbor’s wife.”
10. “Thou shalt not covet thy neighbor’s goods.”