
**OPERATING AGREEMENT
OF
HOLACRACY ONE, LLC**

A Pennsylvania Limited Liability Company

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THIS OPERATING AGREEMENT OF HOLACRACY ONE, LLC, a Pennsylvania limited liability company (the “*Company*”), is dated June 19th, 2015, and, by the powers of amendment granted under the operating agreement of the Company in effect immediately prior to the adoption of this Agreement (the “*Prior Agreement*”), shall amend and supersede the Prior Agreement and govern the Company in full force and effect as if made by and among the Members of the Company, with such amendment being effective as of July 1st, 2015. Capitalized terms used in this Agreement shall have the meanings set forth in Article 1 of this Agreement unless a capitalized term is otherwise defined in a particular Section of this Agreement in which it is used.

Background

On August 1, 2006 (the “*Formation Date*”), the Company was formed pursuant to the Act to engage in one or more business operations or activities in which a Pennsylvania limited liability company may be lawfully engaged, with the filing of the Certificate of Organization with the Department of State of the Commonwealth of Pennsylvania, thereby forming the Company pursuant to the Act.

The Members deemed it desirable to enter into this Agreement in order to reflect their admission as Members and the contemplated transactions set forth above and to set forth certain agreements among themselves relating to the governance of the Company and granting certain rights and imposing certain restrictions on themselves and the Units now or at any time held by the Members or issuable to the Members or other Persons.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements made in this Agreement and intending to be legally bound, the Members hereby agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

1.1.1 The following terms, as used herein, shall have the following meanings:

“*Act*” means the Pennsylvania Limited Liability Company Act, 15 Pa.C.S.A. § 8901 et seq., as amended.

“*Affiliate*” means, with respect to the Person to which it refers, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such subject Person.

“**Agreement**” means this Operating Agreement, as amended or restated from time to time.

“**Capital Account**” has the meaning set forth in Section 7.9.

“**Capital Contribution**” means: (a) with respect to a Member acquiring Units directly from the Company, the amount of cash and the Gross Asset Value of property other than cash (less any indebtedness assumed by the Company in connection with its acquisition of such contributed property, or to which such contributed property is subject) contributed to the Company by such Member in respect of such Units acquired from the Company; and (b) with respect to a Member who acquired his Units from another Member, the amount of cash and the Gross Asset Value of property other than cash (less any indebtedness assumed by the Company in connection with its acquisition of such contributed property, or to which such contributed property is subject) contributed to the Company by any prior holder of the acquired Units as well as by the Member who acquired the Units from another Member in respect of the acquired Units.

“**Capital Transaction**” means the sale of all or substantially all of the Company’s assets.

“**Capital Transaction Proceeds**” means (a) any and all proceeds (whether in the form of cash or property) received by the Company from a Capital Transaction, reduced by expenses incurred by the Company in connection with such Capital Transaction, liabilities of the Company which are repaid out of the proceeds from such Capital Transaction, and such reserves as the Company may determine to be necessary for its needs, and (b) all receipts (net of such disbursements and reserves) of the Company after the date of any event of dissolution specified in Article 12, to the extent not otherwise includible in Capital Transaction Proceeds.

“**Certificate of Organization**” means the Certificate of Organization of the Company, as amended or restated from time to time, filed with the Department of State of the Commonwealth of Pennsylvania in accordance with the Act.

“**Code**” means the Internal Revenue Code of 1986, as amended.

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

“**Company Purpose**” has the meaning set forth in Section 2.4.

“**Constitution**” has the meaning set forth in Section 3.1.

“**Current Purpose**” has the meaning set forth in Section 2.4.

“**Depreciation**” means, for each Fiscal Year or other period, 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 Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other period bears to such

beginning adjusted tax basis. In the event that the federal income tax depreciation, amortization, or other cost recovery deduction is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method.

“**Distributable Cash Flow**” means, for any period, all cash received by the Company from all sources during such period, minus the sum of (a) all expenditures paid by the Company during the period (excluding depreciation or other noncash expenses, but including capital expenditures), (b) amortization of liabilities of the Company for the period, and (c) such additions to the reserves of the Company for contingencies, working capital or future expansion needs as the Company may determine to be necessary. Notwithstanding the preceding sentence, Capital Transaction Proceeds, Capital Contributions, and expenses incurred or liabilities of the Company repaid in connection with any Capital Transaction shall not be taken into account in computing Distributable Cash Flow for any period.

“**Effective Date**” has the meaning set forth in the first paragraph of this Agreement.

“**Fiscal Year**” means the period identified in Section 11.1 or any portion of such period to the extent necessary to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article 9.

“**Formation Date**” has the meaning set forth in the preamble.

“**Gross Asset Value**” means, with respect to any asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Company and the contributing Member in a written agreement or otherwise by the Company pursuant to Section 17.6.

(b) The Gross Asset Values of all the Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the Company in accordance with Section 17.6 hereof as of the following times: (A) the acquisition of an additional Unit in the Company by any new or existing Member; (B) the distribution by the Company to a Member of more than a *de minimis* amount of Property with respect to a Unit; (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); (D) upon the withdrawal of a Member from the Company; and (E) as provided in Section 8.5 and Section 8.6 hereof; provided that, an adjustment described in clauses (A) and (B) and (D) of this paragraph shall be made only if the Company reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any asset of the Company distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Company pursuant to Section 17.6.

(d) The Gross Asset Values of the Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code should the Company make an election under Section 754 of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations 1.704-1(b)(2)(iv)(m).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections (b) or (d) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Interest" means the entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to participate in the Company's income or losses, Distributable Cash Flow and any and all rights and benefits to which a Member may be entitled pursuant to this Agreement and under the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act.

"Investor Context" has the meaning set forth in Section 4.1.

"IPO" means an initial public offering of any equity securities of the Company or any successor entity (including a successor formed for the purpose of effecting such offering) (such entity being the "Issuer") pursuant to an effective registration statement under the Securities Act.

"Managers" means all persons designated by due authority of the Company as its Partners, with the authorities and responsibilities thereof as defined in the Constitution, as well as any other persons duly assigned as Core Circle Members of any Circle within the Company, in each case so long as such a person continues serving in such an appointment in accordance with the terms of this Agreement and the Constitution; any reference herein to a Manager or the Managers shall refer to such person or persons in such capacity.

"Members" means the Person or Persons who sign this Agreement and all other Persons who may from time to time become Members as provided in this Agreement.

"Member Nonrecourse Debt" means nonrecourse indebtedness of the Company with respect to which any Member has a direct or indirect risk of loss, as more fully defined in Treasury Regulation §1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation §1.704-2(i)(3).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" set forth in Treasury Regulations §§1.704-2(i)(1) and 1.704-2(i)(2).

“**Members Agreement**” means a Members Agreement(s) (of whatever title) between the Company and its Members or certain of its Members, related to matters such as restrictions of transfer of Interests, voting of Interests, the Company’s right to repurchase Interests upon certain events, as may hereafter be adopted and as any such agreement may thereafter be amended.

“**Minimum Gain**” means and refers to, at any time, with respect to all nonrecourse liabilities of the Company (within the meaning of Treasury Regulation §1.704-2(b)(3)), the aggregate amount of gain (of whatever character), if any, that would be realized by the Company if it disposed of (in a taxable transaction) all its property subject to such liabilities in full satisfaction thereof, and as further defined in Treasury Regulation §1.704-2(d).

“**Nonrecourse Debt**” means a liability (or that portion of a liability) with respect to which no Member bears the economic risk of loss as determined under Treas. Reg. §1.704-2(b)(3).

“**Nonrecourse Deductions**” has the meaning set forth in Treas. Reg. §1.704-2(b)(1).

“**Partner**” shall have the meaning defined in the Constitution, and in addition such designation shall automatically include, at a minimum, all Members who hold Class P Units and provide services to the Company, until, with regards to any particular such Member, such status expires or is explicitly terminated under the due authority and rules defined herein.

“**Percentage Interest**” means a Member’s holding of Units of a particular class expressed as a fraction, the numerator of which is the number Units of such class which such Member is the record owner of, divided by the aggregate number of issued and outstanding Units of such class; or, if used outside the context of a particular class of Units, Percentage Interest shall refer to the Percentage Interest of Class C Units.

“**Person**” means and includes individuals, corporations, partnerships, trusts, associations, joint ventures, limited liability companies, estates and other entities, whether or not legal entities, and governments and agencies and political subdivisions thereof, whether domestic or foreign.

“**Profits**” and “**Losses**” means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss.

(b) expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such expenditures pursuant to Regulation 1.704-1(b)(2)(iv) and not

otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss.

(c) 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 by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value.

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

(e) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (b), (c), or (d) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses.

(f) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Sections 9.2, 9.3, or 9.6 hereof shall not be taken into account in computing Profits or Losses.

(g) The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 9.2, 9.3, or 9.6 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (e) above.

“**Regulations**” means the Treasury Regulations promulgated under the Code, as from time to time in effect.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Subsidiary**” has the meaning set forth in the preamble.

“**Unit**” or “**Units**” means an Interest in the Company (which shall be considered personal property for all purposes), which shall be further designated as “**Class C Units**”, “**Class D Units**”, or “**Class P Units**”.

Unless the context otherwise requires, capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Constitution or in the Act.

1.2 Rules of Construction. Unless the context otherwise requires, references to the plural shall include the singular and the singular shall include the plural, and the words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provisions of this Agreement. Any use of the masculine, feminine or neuter in this Agreement shall be deemed to include a reference to each other gender.

ARTICLE 2

FORMATION AND PURPOSE

2.1 Formation. On the Formation Date, the Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania, thereby causing the Company to be formed in accordance with the Act.

2.2 Name. The name of the Company shall continue to be “Holacracy One, LLC” or such other name as the Anchor Circle may designate from time to time.

2.3 Registered Office of the Company. The registered office of the Company in Pennsylvania shall be located at 1741 Hilltop Rd., Spring City, PA 19475, or such other location as the Company may determine from time to time. The Company may also have an office or offices at such other place or places either within or without the Commonwealth of Pennsylvania as the Company may from time to time determine or the business of the Company requires.

2.4 Purposes of Company. The Company was initially formed for the purpose, to the extent permitted by the Act, of discovering and clarifying the deepest creative potential the Organization is best-suited to sustainably express in the world, given all of the constraints operating upon it and everything available for its use in such expression, including its history, current capacities, available resources, Partners, character, culture, business structure, brand, market awareness, and all other resources or factors which may be relevant (overall the “*Company Purpose*”, with the then-currently-identified creative potential being the “*Current Purpose*”). In furtherance of the Company Purpose, the Company may borrow monies, purchase goods and services, purchase, sell, lease or encumber property, and do all other things and engage in all other activities as is necessary or appropriate to carry out such purpose as is permitted under the Act.

2.5 Title to Property. All property and assets of the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right.

2.6 Term. The Company commenced its existence on the Formation Date and shall continue until terminated in accordance with this Agreement.

ARTICLE 3

MANAGEMENT AND CONTROL

3.1 Management and Control. The Members hereby adopt the Holacracy[®] Constitution, attached to this Agreement as Exhibit C (the “*Constitution*”) and included herein by reference, as the governance and operating system of the Company. The management and control of the Company and of its business, the power to act for and bind the Company, and all matters and questions of policy and management shall be vested exclusively in the due process defined in the Constitution, and any decisions to be made in connection with the conduct of the business of the Company shall be made by the Managers so authorized in the manner provided therein. The Anchor Circle, as defined in the Constitution, shall have all the rights and powers

generally necessary or convenient in connection with the management and operation of the Company and of the business of the Company, which may be further delegated as specified in the Constitution, including without limitation the right to, or, as applicable, cause the Company to:

3.1.1 specify or evolve the Company's Current Purpose;

3.1.2 place title to, or the right to use, Company assets in the name or names of a nominee or nominees for any purpose the relevant Managers deem convenient or beneficial to the Company;

3.1.3 employ attorneys, accountants, insurance brokers, appraisers, investment advisors, real estate brokers and the like;

3.1.4 deposit funds of the Company in checking or savings accounts and money markets and designate the signatures for withdrawal therefrom and invest such funds of the Company as they deem from time to time not to be needed for current operations;

3.1.5 prosecute, defend, settle or compromise any actions, claims, investigations or tax audits at the Company's expense as they deem necessary or proper to enforce or protect the interests and property of the Company and to satisfy any judgment or settlement;

3.1.6 make decisions concerning accounting and other matters and Company tax returns and, in this connection, the relevant Managers may elect to treat certain items differently for financial and tax reporting purposes;

3.1.7 make or petition to revoke (as the case may be) any election with respect to the preparation and filing of tax returns or any other election which the Company may be entitled to make, including without limitation the election referred to in Code Section 754 or any successor provision, in which event the relevant Manager shall supply the necessary information to give effect thereto and any other election relating to depreciation and amortization of assets and capitalization or expensing of carrying or other charges;

3.1.8 execute and deliver contracts, instruments, filings, notices and other documents of whatsoever nature on behalf of the Company and all certificates or other documents (including, without limitation, the Certificate of Organization and any amendments thereto) required or permitted to be filed by or on behalf of the Company pursuant to the Act; and

3.1.9 Borrow money and purchase property and assets in the name of the Company.

3.2 Compensation of the Managers. The Managers shall devote such time and attention to their duties as such as in their reasonable judgment may be necessary for the proper performance thereof. The Managers may receive such compensation, if any, for their services as may be reasonably fixed or determined from time to time by the Company. The Managers shall also be entitled to reimbursement of reasonable expenses incurred by the Managers in connection with performing their duties as the Managers, as may be further clarified or constrained by the

Company. Nothing in this Section 3.2 shall be construed to prohibit any Manager from separately receiving compensation for services rendered as referenced in Sections 3.3 or 3.4.

3.3 Dealings with the Company. No Manager, nor any entity in which any Manager, or any partner, officer or employee of any Manager, holds a material interest, or any Affiliate thereof, shall deal with the Company as an independent contractor or as agent for others, unless (a) the material facts as to such Manager's relationship or interest and as to the contract or transaction are first disclosed to the Lead Links and Rep Links of both the Circle holding such Role and such Circle's Super-Circle, or, if either such Circle is the Anchor Circle, then to all Cross Links to such Circle instead; and (b) the transaction is nonetheless duly authorized and approved by a Manager so authorized to conduct or approve the contract or transaction on behalf of the Company, without any party so required to be informed under this Section 3.3 objecting to such transaction promptly after being so informed. In the event that a contract or transaction is entered into by the Company in violation of this Section 3.3, the Company shall be entitled to pursue any remedies available to it, whether in law or equity, including, without limitation, disgorgement of any profits received by the interested Manager, or such other entity in which the Manager, or any partner, officer or employee of any Manager, holds a material interest, or any Affiliate thereof, and reasonable fees and costs incurred by the Company in connection with such contract or transaction and in enforcing its rights hereunder.

3.4 Dealings Outside the Company. Unless otherwise agreed between a Manager and the Company, no Manager shall be required to devote his full time to Company business and any Manager may, at any time and from time to time, engage in and possess an interest in other business ventures of any and every type and description, independently or with others, and neither the Company nor any Member shall by virtue of this Agreement have any right, title or interest in or to such independent venture of any Manager.

3.5 Good Faith; Fiduciary Duties. The Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their good faith efforts to carry out the duties of such Manager as defined by this Agreement and by the Constitution. Any fiduciary duties that the Managers may have to the Members shall be limited and eliminated to the fullest extent permitted by applicable law, except that the Managers shall have the fiduciary duties of good faith and fair dealing in any relationship with such Members.

3.6 Moral Duties. In their dealings with and for the Company, as well as in their personal affairs, the Managers shall neither initiate, nor threaten the initiation of, unwanted physical force against other Persons or their legitimately owned property, nor commit acts of fraud that manipulate or seek to manipulate a Person's conditions or decisions contrary to that Person's intent (the prohibition of such initiation, threat, or fraud being the "Non-Aggression Principle"). Managers shall have no other commitments or duties by virtue of this Agreement for conducting their personal affairs in a manner consistent with any other moral standards or codes, including without limitation any mandated by law or customary by cultural norms.

ARTICLE 4

ANCHOR CIRCLE

4.1 Designation of Cross-Links. The Company's Anchor Circle, as defined in the Constitution, shall have no Lead Link and shall instead include duly appointed Cross Links, with the Linked Entity for each being a key stakeholder group, context, setting, environment, or system to which the Company is connected and/or which the Company affects or is affected by, and with the Cross Link for each assigned in a manner specified by the Anchor Circle. The Anchor Circle may add, remove, or redefine such Cross Link authorizations and a Cross Link Role definition for each at any time as provided in the Constitution, except that Cross Links must remain defined to represent the Members in their capacity as financial investment stakeholders in the Company (the "*Investor Context*"), as further specified in Article 6 herein. Notwithstanding any of the foregoing, as of the date of this Agreement, the Cross Links to the Anchor Circle are as set forth in Exhibit B.

4.1.1 Terms of Office. Each Manager serving as a Cross Link to the Anchor Circle shall serve for a term determined by the body electing or appointing such Manager as such Cross Link, or until their successors are duly elected or appointed; provided, however, that such a Manager's term shall immediately terminate if (i) he dies; (ii) he is physically or mentally disabled to the extent that he is unable to fulfill his responsibilities as a Manager for a continuous period of sixty (60) days; (iii) he gives written notice of his resignation to the Company; or (iv) he is removed or replaced in accordance with any Policies of the Anchor Circle.

4.2 Time & Location of Meetings. Subject to any restrictions defined in the Constitution or by Policy of the Anchor Circle, all Governance Meetings of the Anchor Circle may be held at any time and place as may be decided by the Anchor Circle's Secretary. Any such meeting may further be held by conference telephone or similar communication equipment so long as all Managers participating in such a meeting can hear one another, and all Managers participating by telephone or similar communication equipment shall be deemed to be present in person at such meeting.

4.3 Notice of Meetings. Notice of the time and place of Governance Meetings of the Anchor Circle shall be given in accordance with Section 17.3 hereof to each Manager serving as a Core Circle Member of such Circle at that Manager's address as it is shown on the records of the Company. Such notice shall be given not less than forty eight (48) hours before the time of the holding of the meeting. Except as set forth below, the notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by such Manager before or after the meeting, is filed with the minutes of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Manager. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the minutes of the meeting.

4.4 Quorum. There shall be no quorum required for a Governance Meeting of the Anchor Circle unless otherwise constrained by Policy of such Circle, provided, however, that such a meeting shall make no decisions regarding any of the following matters without all of the

Managers serving as Core Circle Members of such Circle in attendance at such meeting during such decisions, unless the notice for such meeting explicitly stated that such matters would be considered at the meeting: (i) a proposed amendment to this Agreement; (ii) a proposed amendment to the Current Purpose; (iii) a proposed addition, removal, or change to the Anchor Circle’s Cross Link Role definitions or to the Linked Entity represented by each; (iv) a proposed removal or replacement of a Manager as a Cross Link; or (v) a proposed authorization of any transaction involving the issuance of Interests in the Company or other securities convertible into or exchangeable or exercisable for, whether directly or indirectly, an Interest.

4.5 Unanimous Action Without a Meeting. Any action to be taken by the Managers at a Governance Meeting of the Anchor Circle may be taken without such meeting by the written consent of all of the Managers then serving as Core Circle Members of such Circle. Any such written consent may be executed by facsimile (or similar electronic means), and such written consents shall be filed with the minutes of the proceedings of the Anchor Circle.

4.6 Electronic Minutes. To the extent permitted by applicable law, the Secretary of the Anchor Circle shall be permitted to record all minutes of such Circle’s Governance Meetings via electronic means, without the requirement to sign or keep other copies of said minutes, provided that (i) the electronic system so used maintains reasonably secure auditable logs, including a means to identify the specific user account that recorded each set of minutes and when such were recorded; and (ii) either such a system or the Secretary e-mails all Core Circle Members of the Anchor Circle the minutes of each such meeting promptly after the conclusion of such a meeting. Any decisions so recorded shall be considered valid and binding decisions of the Anchor Circle unless a Core Circle Member of such Circle notifies the Secretary of a dispute with the minutes within forty-eight (48) hours of the time such minutes were e-mailed to such Core Circle Members.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 Participation in Management. The Members, in their capacity as Members, shall not and may not take part in the management of the Company’s business. The Members, in their capacities as such, shall not have the right to vote or otherwise consent or withhold consent except with respect to such matters as are expressly stated in this Agreement.

5.2 Limitation of Liability.

5.2.1 Pursuant to the Act, no Member shall have personal liability whatsoever in his capacity as a Member for the obligations of the Company or for any of the Company’s losses beyond the amount contributed by such Member to the capital of the Company from time to time.

5.2.2 Each Member shall, and by executing this Agreement does, indemnify the Company for any liability, debt or obligation incurred by the Company as a result of any action taken on behalf of the Company by any Member, in the capacity as a Member, without the proper authorization as provided herein.

ARTICLE 6

MEETINGS OF MEMBERS

6.1 Purpose of Meetings. The purpose of a meeting of Members shall be to appoint the Cross Link(s) representing the Investor Context as provided in this Article 6, and to discuss, within a reasonable time allotment, those topics the Members reasonably deem important to the Members or to the election of such Cross Link(s).

6.2 Rights of Members at Meetings. During a meeting of Members, the Members holding Class C Units shall elect one Person to serve as a Cross Link representing the Investor Context, and, if any Class D Units are outstanding and represented at the meeting, the Members holding Class D Units shall separately elect one additional Person to serve as a Cross Link for the Investor Context, who may also be the same Person so elected by the Members holding Class C Units. All Members of the Company shall be entitled to attend a meeting of the Members and participate in discussions held during such meeting, however only a Member holding Class D Units or Class C Units shall be entitled to participate in an election at such meeting, and only for the class of Units so held by such Member.

6.3 Election Process. If there are no more than ten (10) Members present at a meeting of the Members who are record holders of Class C Units, then the meeting facilitator shall first attempt to use the Integrative Election Process to have such Members holding Class C Units elect a Cross Link to represent the Investor Context. If such process does not result in a Person duly elected after reasonable time and effort, or if there are more than ten (10) such Members present at a meeting, the facilitator shall instead open the floor for discussion of topics relevant to the election, and, after allowing a reasonable amount of time for such discussion, call a vote of such Members to decide the election for a term of two (2) years. Each Member present at the meeting shall be entitled to one vote per Class C Unit of the Company owned as of the record date of the election, and the election result shall go to the Person who receives the most votes in aggregate. After so electing a Cross Link for the Investor Context, if there are Members in attendance who hold Class D Units, the meeting facilitator shall then repeat the process described in this Section 6.3 for a second Cross Link to be elected by Members holding Class D Units.

6.4 Place of Meetings; Meetings by Telephone. Subject to any restrictions defined by Policy of the Anchor Circle, all meetings of the Members may be held at any time and place as may be decided by the Anchor Circle's Secretary. Any such meeting may further be held by conference telephone or similar communication equipment so long as all Members participating in the meeting can hear one another, and all Members participating by telephone or similar communication equipment shall be deemed to be present in person at such a meeting.

6.5 Call of Meetings. The Secretary of the Anchor Circle shall call a meeting of the Members promptly whenever a Cross Link Role representing the Investor Context is empty for any reason or anticipated to be empty in the near future, or whenever the term of such a currently elected Cross Link is nearing an end. Meetings of the Members shall also be called promptly by the Secretary of the Anchor Circle upon the written request of (a) any Member or Members owning in total at least 10% of all the issued and outstanding Class C Units of the Company, or

(b) any Member or Members owning in total at least 10% of all the issued and outstanding Class D Units of the Company.

6.6 Notice of Meetings of Members. All notices of meetings of Members shall be sent or otherwise given in accordance with Section 17.3 and shall be sent not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting.

6.7 Adjourned Meeting; Notice. Any meeting of Members may be adjourned from time to time at the reasonable discretion of the individual presiding over the meeting. When any meeting of Members is adjourned to another time or place, notice need not be given of the adjourned meeting, unless a new record date of the adjourned meeting is fixed or unless the adjournment is for more than sixty (60) days from the date set for the original meeting, in which case the Company shall set a new record date and shall give notice in accordance with the provisions of Section 17.3. At any adjourned meeting, the Company may transact any business that might have been transacted at the original meeting.

6.8 Facilitation of Meetings. The Anchor Circle may decide who shall preside over and facilitate meetings of Members, or, if the Anchor Circle does not so specify, the Facilitator of the Anchor Circle shall by default preside over and facilitate such meetings.

6.9 Quorum. Any number of Members present at a meeting of the Members shall automatically constitute a quorum for the purposes of transacting the business of the meeting, regardless of the number of Members or total investment Units represented by such Members.

6.10 Waiver of Notice. Notice of a meeting need not be given to any Member if a written waiver of notice executed by such Member, before or after the meeting, is filed with the Secretary of the Anchor Circle and maintained in the records of the proceedings of the Members. The waiver of notice need not specify either the business to be transacted or the purpose of any meeting of Members. Attendance by a Member at a meeting shall also constitute a waiver of notice of that meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

6.11 Record Date for Member Notice, Voting and Giving Consents.

6.11.1 For purposes of determining the Members entitled to vote or act at any meeting or adjournment thereof, the Company may fix in advance a record date which shall not be less than ten (10) days nor more than sixty (60) days before the date of any such meeting. If the Company does not so fix a record date, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the business day immediately preceding the day on which the meeting is held.

6.11.2 Only Members of record owning Units as of the record date, as determined in this Agreement, shall have any right to vote or to act at any meeting or give consent to any action relating to such record date, provided that no Member who transfers all or part of such Member's Units after a record date (and no transferee of such interest) shall have the right to vote or act with respect to the transferred Units.

ARTICLE 7

CAPITAL MATTERS

7.1 Units; Initial Capital Contributions.

7.1.1 The Interests in the Company shall be divided into Units and further designated by Class as either Class C Units, Class D Units, or Class P Units, and all undesignated Units issued before the effective date of this further classification shall heretofore be Class C Units. Each Class C Unit entitles the holder thereof to vote the Percentage Interest that such Class C Unit represents in the Company on any matters submitted to a vote of the Members. Each Class D Unit entitles the holder thereof to vote the Percentage Interest that such Class D Unit represents in the Company only for the purposes of electing a Cross Link as specified in Article 6. Class P Units are non-voting Units and, therefore, do not entitle the holders thereof to any vote on any matters submitted to a vote of the Members unless otherwise required by the Act or pursuant to such Member's other rights as a Circle Member of one or more Circles within the Company as provided for herein.

7.1.2 The Company is authorized to issue as many Units as it deems necessary or advisable without Members' approval.

7.1.3 The Members, their respective Unit holdings, and their Capital Contributions as of the date of this Agreement which relate to such Units are as set forth on Exhibit A hereto.

7.1.4 The Company shall amend Exhibit A from time to time as necessary to reflect changes in the information therein set forth resulting from the admission of additional or substituted Members, the purchase or issuance of Units by the Company, the making of additional Capital Contributions or the transfer of Units, in each case as provided in this Agreement.

7.1.5 A single Person may hold more than one class of Units in the Company and, unless otherwise provided herein, shall be treated as a separate Member of the Company with respect to each class of Units so held.

7.2 Additional Capital Contributions. If the Company determines that additional capital is necessary or advisable for the operation of the Company, then (a) Members may, but shall not be required to, make additional Capital Contributions to the Company in the form of cash, assets or services without receipt of additional Units or change in their Percentage Interests, or (b) subject to Sections 7.1 and 7.3, the Company may issue additional Units to one or more third parties who may or may not already be Members.

7.3 Issuance of Additional Units.

7.3.1 Subject to the terms in this Article 7, the Company may issue additional Class C Units from time to time to existing Members or third parties. The Capital Contribution payable for and with respect to such additional Class C Units shall be as determined from time to time by the Company.

7.3.2 Subject to the terms in this Article 7, the Company may issue additional Class P Units from time to time to Partners of the Company, including without limitation to third parties commensurate with their becoming such a Partner. The Company shall neither require nor accept a Capital Contribution for the issuance of Class P Units.

7.3.3 Subject to the terms in this Article 7, the Company may issue additional Class D Units from time to time for the performance of services provided or to be provided to the Company, and shall in any case issue additional Class D Units as required by Sections 7.4.2 and 7.5 herein. In all cases, the Company shall neither require nor accept a Capital Contribution for the issuance of Class D Units.

7.3.4 All Class P Units and Class D Units issued under the terms of this Article 7 are intended to constitute “profits interests,” and as such, shall constitute personal property under applicable Pennsylvania law and shall provide the holder with the fully vested right to share in future earnings of the Company as set forth herein. Such Class P Units and Class D Units shall entitle its record owner only to share in profits generated by the Company after the date of issuance of such Units in the manner described herein, and not in any capital appreciation of the Company or the Company’s assets, nor in any profits retained by the Company prior to the issuance of such Units. The initial Capital Account, as such term is defined in Section 7.9, of the grantee of such Class P Units or Class D Units, as the case may be, shall be zero. Issuances of Class P Units and Class D Units pursuant to this Agreement are intended to be nontaxable to their recipients to the fullest extent permitted by law, although neither the Managers, the Members, nor the Company makes any representation as to the tax consequences of the issuance of such Class P Units or Class D Units, as the case may be.

7.3.5 No Person shall be issued any Units and admitted as a Member of the Company unless (a) in the case of Class C Units, such Person pays the Capital Contribution established by the Company for the issuance of such Unit(s); and (b) such Person executes and delivers such documents and instruments, in form satisfactory to the Company, as the Company may deem necessary, appropriate or advisable, to evidence the foregoing including, without limitation, a joinder to this Agreement and the Members Agreement that binds such purchaser to this Agreement and the Members Agreement. Unless approved by the Company, additional Units (whether Class C Units, Class D Units or Class P Units and whether to a then-current Member or a new Member) shall not be made if such issuances would cause a termination of the Company under Section 708(b) or any other provision of the Code.

7.3.6 Upon satisfaction of the conditions set forth in Section 7.3.5 hereof, each Person so acquiring additional Units shall automatically be deemed a Member of the Company entitled to the benefits of, and subject to the provisions of and obligations in, this Agreement. The Company shall thus treat such Person as the owner of a membership interest in the Company for Federal and state income tax purposes effective as of such date, and such Person shall take into account the distributive share of the Company’s income, gain, loss, deduction, and credit associated with that interest as set forth in this Agreement.

7.3.7 For the purposes of calculating the number of additional Class D Units to issue pursuant to Sections 7.4.2 and 7.5 hereof, where such calculations are based on the number of Units of a particular class held by a Member during a particular Fiscal Year and such number

of Units changes during such Fiscal Year, then for the purposes of such calculation the number of Units so held during such Fiscal Year shall be pro-rated in any manner reasonably determined by the Company.

7.4 Treatment of Class P Units.

7.4.1 Guaranteed Draws. Each Member holding Class P Units will receive a guaranteed draw for services rendered to the Company. The Company will determine the amount of the guaranteed draw, however it may not exceed one US dollar (\$1) per month per Class P Unit held by the Member.

7.4.2 Class P Units Generating Class D Units. On the April 1st following each Fiscal Year (that Fiscal Year's "***Profit Sharing Deadline***"), the Company shall issue to each Person who held Class P Units during that Fiscal Year a number of new Class D Units equal to (a) one per Class P Unit held by that Person per month the Class P Unit was so held during that Fiscal Year, subtracted by (b) the total distributions made to that Person by virtue of those Class P Units for that Fiscal Year, including any guaranteed draws paid to that Person and any quarterly or annual distributions made to that Person under the terms of Article 10 herein. Negative amounts shall be ignored, and fractions shall be rounded down to the prior whole number and no fractional Units shall be issued. Any Capital Account balance associated with a Person's Class P Units upon the Profit Sharing Deadline shall be transferred in full to the Capital Account for that Person's Class D Units instead. As of the Fiscal Year beginning January 1st, 2016, the amount described in part (a) of the equation in this paragraph shall be further multiplied by 85%, before the subtraction described in part (b).

7.4.3 Forfeiture of Class P Units. The Company shall have the authority to enact Policies, processes, or other decisions which may cause Class P Units held by a Member to expire and be forfeit upon certain events or conditions as may be specified by the Company, in which case such expiration shall happen automatically upon the realization of such events or conditions, without the requirement of such Member's consent to such expiration. Further, all Class P Units held by a Member shall immediately expire and be forfeit in full as soon as such Member is no longer a Partner of the Company for any reason, whether due to an act of the Company or of such Member; for the avoidance of doubt, the Company shall have the authority to revoke the Partner status of any Partner of the Company and thus trigger the expiration of such Member's Class P Units.

7.5 Treatment of Class D Units.

7.5.1 Class D Unit Appreciation. Upon the Profit Sharing Deadline for each Fiscal Year, the Company shall issue to each Person who holds Class D Units a number of additional Class D Units equal to (a) the number of Class D Units held by such Person, including any granted for that Fiscal Year under Section 7.4.2, multiplied by (b) the average of the "Prime Rate" published by the Wall Street Journal as of the 1st day of each of the preceding 12 months, plus three percent (Prime Rate + 3%). Fractions shall be rounded down to the prior whole number and no fractional Units shall be issued.

7.5.2 Forfeiture of Class D Units. Each Class D Unit shall immediately expire and be forfeit once \$1 of profits have been both allocated and distributed to the holder of such Class D Unit.

7.5.3 Converting to C Units. Any Partner of the Company holding Class D Units with a positive Capital Account may choose to convert those Class D Units into Class C Units, by providing written notice of the desire to exercise this option to the Company's Role that administers such financial matters. This conversion is limited to one Class D Unit for each one US dollar (\$1) of the Capital Account associated with those Units. If this option is exercised, each Class D Unit so converted shall be exchanged for one US dollar (\$1) worth of Class C Units, at the lower of (a) the fair market value for such Class C Units as of the initial issuance of the Class D Units so converted, or (b) the current fair market value for such Class C Units defined by the Company; in either case, such valuation shall be based on any reasonable and customary valuation method performed and documented by the Company. If no valuation had been performed or documented upon the issuance of any given Class D Unit, then that Unit shall only be convertible at the then-current valuation as of the date of the conversion. Upon any conversion of Class D Units to Class C Units, the Capital Account associated with the converted Class D Units shall transfer to the newly issued Class C Units and become the initial Capital Contribution for those Units.

7.6 Unit Certificates. The Units may be, but need not be, represented by certificates.

7.7 Record Holder of Units. The Company shall be entitled to treat the Person in whose name any Unit or Units of the Company stand on the books of the Company as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Unit or Units on the part of any other Person.

7.8 Lost, Destroyed or Mutilated Certificates. Except as provided in this Section 7.8, no new certificates for Units shall be issued to replace an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in the event any certificate is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Company may require, including a provision for indemnification of the Company secured by a bond or other adequate security sufficient to protect the Company against any claim that may be made against it, including any expense or liability on account of alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

7.9 Capital Accounts.

7.9.1 A single, separate capital account shall be maintained for each Member in accordance with the Regulations issued under Section 704(b) of the Code (each such account, a "*Capital Account*").

7.9.2 To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's allocated share of Profits, any items in the nature of income or gain which are specially allocated pursuant to this Agreement and which would otherwise be included in the computation of Profits and Losses, and the amount of any Company

liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member.

7.9.3 From each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's allocated share of Losses, any items in the nature of expenses or losses which are specially allocated pursuant to this Agreement and which would otherwise be included in the computation of Profits and Losses, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company (to the extent not otherwise taken into account in computing the value of the Member's Capital Contributions).

7.9.4 The Company shall maintain a separate memorandum account within the Capital Account of each Member who holds more than one class of Units with respect to each class of Units held by such Member, and shall separately adjust each memorandum account for Capital Contributions, allocations, and distributions which relate to the respective Unit of each class.

7.9.5 Upon a transfer of any Unit in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Unit.

7.9.6 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Company shall determine that it is prudent to modify the manner in which Capital Accounts or any debits or credits thereto are computed in order to comply with such Regulations, the Company may make such modifications without the consent of the Members, provided that such modifications are not likely to have a material effect on the amounts distributable to the Members upon the dissolution of the Company.

7.10 Revaluation of Company Property. The Capital Accounts of the Members shall be adjusted to reflect a revaluation of the Property of the Company made pursuant to the definition of Gross Asset Value and in accordance with the provisions of Section 17.6 hereof; provided that any adjustments hereunder shall be made in accordance with and to the extent provided in Regulations Section 1.704-1(b)(2)(iv)(f) and (g), and taking into account Regulation Section 1.704-1(b)(2)(iv)(h).

7.11 Return of Capital. Each Member is entitled to the return of his Capital Contribution or other moneys credited to his Capital Account only by way of distributions made pursuant to Article 10. No Member has the right to demand a return, either in cash or property, of the Member's Capital Contribution or other moneys credited to his Capital Account or to bring an action of partition against the Company or its property. The Managers of the Company shall not have personal liability for the repayment of the capital contributed by the Members.

7.12 Loans to the Company. Any Member or Affiliate of a Member may, with the consent of the Company, lend or advance money to the Company. If any Member, with the

consent of the Company, shall make any loan or loans to the Company or advance money on its behalf, the amount of such loan or advance shall not be treated as a Capital Contribution of the Company and shall not increase such Member's Capital Account but shall instead be treated as a debt due from the Company to a creditor as to all parties and as for all purposes to the fullest extent permitted by law. Any such loan shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company assets in accordance with the terms and conditions upon which such loan was made and shall bear interest at a rate at least equal to the applicable federal rate as defined in Section 1274(d) of the Code. Any such loan shall be subject to the highest priority permitted by law as to the creditors of the Company.

7.13 No Restoration of Deficit Balance. No Member shall have any obligation at any time to restore a deficit balance in its Capital Account other than as required by the Act.

7.14 Unit Expiring Events.

7.14.1 The occurrence of any of the following events shall be considered to be a ***“Unit Expiring Event”***:

(a) The death of a Member, unless (i) any and all heirs of such Member which shall inherit or otherwise receive such Member's Units are all already Members of the Company before receiving such Units, or (ii) such Member has explicitly named one or more parties to receive all of such Member's Units in a written will which explicitly bequeaths such Units by direct reference thereto; or

(b) The filing of a voluntary petition in bankruptcy, the adjudication of a Member as bankrupt, an assignment for the benefits of the creditors of a Member, or, if a Member is a corporation or similar legal entity, the demonstrated insolvency of such Member along with the cessation of operations of such Member; or

(c) The dissolution of the marriage of a Member, the legal separation between such Member and such Member's spouse, or the execution of a property agreement between such Member and such Member's spouse, under any of which events that Member's spouse, or such spouse's personal representative, heirs, distributes, beneficiaries, trustees or other successors become the owner of legal title to any of the Units held by such Member, unless all such successors so becoming owners are already Members of the Company before such transaction; or

(d) The attempted transfer of all or any portion of a Member's Units other than as expressly permitted under this Agreement.

7.14.2 Upon the occurrence of a Unit Expiring Event, the Company shall have the option, but not the requirement, to expire and make void without a return of capital or other compensation, all or any portion of the Units owned by such affected Member (the ***“Expiring Member”***), of any class, at the time of such Unit Expiring Event. Such option shall be exercisable for a period of ninety (90) days from the later of (i) the date of such Unit Expiring Event, or (ii) the date on which the Company receives written notice of such Unit Expiring Event or should reasonably be aware of such Unit Expiring Event, or, in the case of a bankruptcy or insolvency, (iii) the date the Expiring Member is either discharged from bankruptcy or restarts

operations as a solvent entity, as the case may be, or is formally dissolved. The option shall be exercisable by providing the Expiring Member or such Expiring Member's successors, as applicable, with written notice within such exercise period of the Company's intention to exercise its option, as well as the number and class of Units and, if applicable, which such Units, the Company elects to so expire under this Section 7.14.

ARTICLE 8

TRANSFERS

8.1 General. Only upon compliance with the terms of this Article 8 and the Members Agreement will a Member be permitted to assign, sell, or otherwise transfer all or any part of its Units. Notwithstanding the foregoing, no Member shall be entitled to assign, sell, or otherwise transfer all or any part of its Class P Units under any circumstances. Any purported assignment of a Unit which is not made in compliance with the terms of this Article 8 is hereby declared to be null and void and of no force or effect whatsoever.

8.2 General Requirements.

8.2.1 Each Member agrees that such Member will, upon request of the Company, execute such certificates or other documents and perform such acts as the Company deem appropriate after an assignment of any Unit of such Member (whether voluntary or involuntary) permitted by the Members Agreement to preserve the limited liability status of the Company under the laws of the jurisdictions in which the Company is then doing business. For purposes of this subsection, any transfer of any Unit, whether voluntary, involuntary or by operation of law, shall be considered an assignment.

8.2.2 Notwithstanding Section 8.1, if the Company is required or elects to recognize a transfer that is not permitted by this Agreement, such transfer shall not entitle the assignee to participate in the management and affairs of the Company or to exercise any rights of a Member. A transfer entitles the assignee to receive, to the extent assigned, only the distributions to which the assignor would be entitled.

8.2.3 Each Member agrees that he will, prior to the time the Company consents to an assignment of a Unit by that Member, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with such assignment.

8.3 Assignee as Member.

8.3.1 Each assignee or transferee to be admitted as a substituted Member, as a condition to his admission as a Member, shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company shall deem necessary or desirable to effectuate such admission and to confirm the agreement of such assignee or transferee to be bound by all the terms and provisions of this Agreement. All reasonable expenses, including attorneys' fees, incurred by the Company in this connection shall be borne by such assignee or transferee.

8.3.2 Any Person who acquires ownership of a Unit (whether by virtue of a voluntary assignment or any other transfer by operation of law) in accordance with the terms of this Agreement and the Members Agreement shall be admitted as and become a substituted Member in the Company, entitled to all the rights and benefits under this Agreement of the transferor or assignor of such Unit. The Members hereby consent and agree to such admission of a substituted Member.

8.4 Binding Effect. Any Person who acquires a Unit shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement but subject in all respects to Section 8.2.2.

8.5 Effective Transfer Date. The effective date of transfer of any Units and the admission of a substituted Member shall be the date designated by the Company in writing to such assignee or transferee that the requirements and conditions for such assignment set forth in this Agreement and the Members Agreement have been satisfied and the assignment has been recorded in the Company's books (the "**Effective Transfer Date**").

8.6 Liability of the Company or the Managers. Neither the Company nor any Manager or agent operating on behalf of the Company will incur any liability to the transferee of a Unit for distributions of cash or other property made in good faith to the transferor of a Unit prior to the Effective Transfer Date.

8.7 No Voluntary Withdrawal. Except in connection with a permitted transfer of a Member's Units in accordance with the provisions of this Agreement, no Member shall have the right to voluntarily retire, withdraw or otherwise elect to cease to be a Member of the Company.

8.8 Right of First Refusal.

(a) If a Member (the "**Selling Member**") desires to transfer all or any of the Selling Member's Class C Units to a Person or Persons who are not then parties to this Agreement, the Selling Member shall first obtain a bona fide written offer (the "**Offer**") for the transfer of such Class C Units (the Class C Units specified in such Offer shall be referred to herein as the "**Offered Units**") for a fixed price which the Selling Member desires to accept. The Offer shall set forth the following: (i) the date of the Offer; (ii) the proposed price per Offered Unit; (iii) the proposed number of Offered Units to be transferred; (iv) the name or names of the proposed purchaser or purchasers and (v) all other material terms and conditions upon which the transfer is proposed to be effected, which shall include the agreement of the purchaser or purchasers ("**Proposed Transferee**") to be bound by the terms of this Agreement pursuant to Section 8.3. The Selling Member shall deliver a copy of the Offer to the Company's Anchor Circle and the other Members holding Class C Units (the "**Remaining Members**") within seven (7) days after receipt of the Offer.

(b) The Company shall have the option, exercisable by written notice to the Selling Member and the Remaining Members within thirty (30) days after the date on which the Anchor Circle received the Offer, to purchase the Offered Units or any portion of the Offered Units upon the price and the terms set forth in the Offer.

(c) If the Company does not elect to purchase all of the Offered Units, each of the Remaining Members will have the option, exercisable by written notice to the Selling Member and all of the Remaining Members within forty-five (45) days after the date on which the last Remaining Member received the Offer to purchase up to such Remaining Member's pro rata portion of the Offered Units that the Company has not elected to purchase, at the price and upon the terms and conditions set forth in the Offer. A Remaining Member's pro rata portion of any Offered Shares available for purchase by the Remaining Members is a number of Offered Units determined by dividing (i) the number of Class C Units then held by that Remaining Member by (ii) the total number of Class C Units then held by all Remaining Members, then multiplying the resulting quotient by the number of Offered Shares available for purchase by the Remaining Members.

(d) If any Remaining Member does not elect to purchase all of the Offered Units to which such Remaining Member was entitled, the Selling Member will give each Remaining Member that elected to purchase all of the Offered Units (the "**Electing Members**") to which such Electing Members were entitled, notice of the number of Offered Units for which the Remaining Members did not subscribe. Each Electing Member will thereafter have ten (10) days from the date of such notice to agree to purchase all or any part of such Electing Member's pro rata portion of the Offered Units for which the Remaining Members had not theretofore subscribed. For purposes of this second offer under this Section 8.8(c) and any subsequent offers, Class C Units held by Members other than the Electing Members will be excluded from the denominator described in the definition of a Remaining Member's pro rata portion.

(e) So long as a Remaining Member continues to elect to purchase all of the Remaining Member's pro rata portion of the Offered Units, that Remaining Member will continue to be offered a portion of the Offered Units that are not purchased by the Remaining Members in accordance with Section 8.8(d) above.

(f) If the Company or the Remaining Members do not purchase all of the Offered Units pursuant to this Section 8.8, the Selling Member may complete the transfer of the Offered Units (or any portion thereof) not so purchased only to the Proposed Transferee who made the Offer and only on the terms contained in the Offer. If such transfer does not occur within ninety (90) days after the date of the Offer, the Selling Member shall, prior to any transfer, again offer to sell such Units to the Company and the Remaining Members in accordance with this Section 8.8.

8.9 Tag-Along Rights.

(a) If, at any time, a Member (the "**Selling Member**") decides to sell any portion of his or her Class C Units, in a single transaction or in a series of transactions within a twelve (12) month period, to a third party that is not at that time a Member, but which third party may include an affiliated group of Persons (the "**Buyer**"), for a total sum in excess of fifteen thousand US Dollars (\$15,000) (the "**Excluded Amount**"), then such Selling Member will provide to each of the other Members holding Class C Units (the "**Other Members**") a written notice (the "**Notice**") of the Selling Member's intention to sell such Units. The Notice must disclose the identity of the proposed Buyer, the number of Units proposed to be sold, the terms and conditions, including price, of the proposed sale, the contact information for the Selling

Member, and any other material facts relating to the proposed sale. In such event, each Other Member will have in addition to those rights set forth in Section 8.8, the right to sell to the Buyer, as a condition to such sale by the Selling Member, (i) the number of Class C Units that are set forth in the Notice minus the number of Class C Units that could be purchased at the offered price by the Excluded Amount, with the result then multiplied by (ii) eighty percent (80%), with the result then multiplied by (iii) a fraction, the numerator of which is the number of Class C Units then owned by the Other Member and the denominator of which is the number of Class C Units then issued and outstanding.

(b) If an Other Member wishes to participate in any sale under this Section 8.9, it must notify the Selling Member (as well as those parties specified in Section 8.8) in writing of such intention as soon as practicable after such Other Member's receipt of the Notice, and in any event within fifteen (15) days after the date the Notice was made.

(c) The Selling Member and each Other Member that elects to sell Class C Units under this Section 8.9 shall sell to the Buyer all, or at the option of the Buyer, any part of the Class C Units proposed to be sold by them at not less than the price and upon the terms and conditions, if any, not more favorable to the Buyer than those described in the Notice; provided, however, that any purchase of less than all of the Class C Units by the Buyer must be made, with respect to the Selling Member and the Other Members electing to sell Class C Units under this Section 8.9 on a pro rata basis based upon the relative amount of the Class C Units that the parties would otherwise be entitled to sell under this Section 8.9.

8.10 Repurchase Rights. Upon a Member ceasing to maintain an active role in the Company as a Partner before being granted "*Tenured Partner*" status, under whatever processes and standards the Company may enact and change from time to time for assessing and granting such status, and whether such cessation is voluntary or involuntary (a "*Partnership Departure*"), the Company shall have the option, but not the requirement, to repurchase all or any portion of the Class C Units owned by such affected Member (the "*Departing Partner*") at the time of the Partnership Departure, by returning the total Capital Contribution associated with those Units, or a pro-rated portion thereof for a partial repurchase. This option shall be exercisable for a period of ninety (90) days from the date of the Partnership Departure, by providing the Departing Partner or his or her successors, as applicable, with written notice of the Company's intention to exercise this option, the number of Units the Company elects to repurchase, and payment of the Capital Contribution due to the Departing Partner for such repurchase.

ARTICLE 9

ALLOCATIONS

9.1 Allocation of Profit and Loss. After giving effect, to the extent required, to the special allocations set forth in Sections 9.2 and 9.3, and subject to Section 9.6, if Profits remain for any Fiscal Year of the Company they shall be allocated in accordance with Section 9.4, and if Losses remain for any Fiscal Year of the Company they shall be allocated in accordance with Section 9.5.

9.2 Regulatory Allocations. The following special allocations shall be made in the following order and priority:

9.2.1 Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 9.2, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of the Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in the Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) (6) and 1.704-2(j)(2) of the Regulations. This Section 9.2.1 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

9.2.2 Member Loan Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article 9, if there is a net decrease in Member loan Nonrecourse Debt Minimum Gain attributable to a Member loan Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Loan Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of the Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Loan Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704 2(j)(2) of the Regulations. This Section 9.2.2 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i) (4) of the Regulations and shall be interpreted consistently therewith.

9.2.3 Qualified Income Offset. In the event that any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), which create or increase a deficit balance in such Member's Capital Account in excess of (i) the amount such Member is obligated to restore, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(a)(1) and 1.704-2(i)(5), then items of the Company income and gain (consisting of a pro rata portion of each item of the Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such excess as quickly as possible. It is the intent that this Section 9.2.3 be interpreted as a "qualified income offset" and as otherwise necessary to comply with the alternate test for economic effect set forth in Regulations Section 1.704-1(b)(2)(ii)(d).

9.2.4 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in the same manner that any portion of Losses

attributable to such Nonrecourse Deductions would be allocated among the Members pursuant to Section 9.1 hereof as if this Section 9.2 did not apply to such Nonrecourse Deductions.

9.2.5 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Loan Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

9.2.6 Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

9.2.7 Section 704(c) Allocations. Any required allocation of income, deduction, loss or credit, under Section 704(c) of the Code and the Regulations thereunder, shall be made to a Member in order to reflect any built-in gain or loss with respect to such Member's actual or deemed contributions of property to the Company, including any reverse built-in gain or loss resulting from a required restatement of the Company's book capital accounts as a result, for example, of the admission of a new Member. The Company, shall, as set forth in Section 9.3 hereof, have the right, in its sole discretion, to adopt any method or methods of reducing built-in gain or loss of a Member or Members through special allocations of cost recovery or other similar allowances, including gross income allocations, in order to expedite the reduction between book and tax capital account balances of such affected Members.

9.3 Curative Allocations. The allocations set forth in Section 9.2 (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of the Company income, gain, loss or deduction pursuant to this Section 9.3. Therefore, notwithstanding any other provision of this Article 9 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of the Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all the Company items were allocated pursuant to Section 9.1 hereof.

9.4 Allocation of Remaining Profit. After giving effect to all required prior allocations as specified in Section 9.1, allocations of remaining Profits shall be made in the following order and priority:

9.4.1 Profits shall be allocated to the holders of Class P Units, but only enough to cover all distributions made during the Fiscal Year for those Units. If there are insufficient Profits to achieve this, any remaining distributions beyond those covered by these allocations shall be reclassified as guaranteed draws for services rendered.

9.4.2 Profits shall then be allocated to each Person who held Class P Units as of the last day of the Fiscal Year, in proportion to (a) the sum of the Class P Units held by that Person each month during that Fiscal Year, minus (b) the sum of the amount already allocated to that Person under Section 9.4.1 plus all guaranteed draws paid to that Person in that Fiscal Year. Allocations for a holder of Class P Units under this paragraph shall cap and cease once the sum of allocations plus guaranteed draws for that Person for the Fiscal Year reaches one US dollar (\$1) per Class P Unit per month so held during the Fiscal Year.

9.4.3 Ten percent (10%) of any remaining Profits shall then be allocated pro-rata to the Persons who held Class P Units as of the last day of the Fiscal Year, in proportion to the sum of the Class P Units each Person held during each month of that Fiscal Year, excluding any months in which that Person had a number of US dollars of guaranteed draw equal to more than 90% of their number of Class P Units.

9.4.4 Any remaining Profits shall then be allocated pro-rata to the holders of Class D Units, in proportion to (a) the number of Class D Units so held by a Person, minus (b) the total Capital Account attributed to those Class D Units. However, no further allocations will be made to a Person under this paragraph once the Capital Account attributable to that Person's Class D Units reaches \$1 per Class D Unit.

9.4.5 Any remaining Profits shall then be allocated to the holders of Class C Units in proportion to their Percentage Interest in such Class C Units.

9.5 Allocation of Remaining Losses. After giving effect to all required prior allocations as specified in Section 9.1, allocations of remaining Losses shall be made in the following order and priority:

9.5.1 Losses shall be allocated to the holders of Class C Units in proportion to their respective positive Capital Account balances attributable to such Class C Units, until such Capital Account balances equal zero.

9.5.2 Any remaining Losses shall then be allocated to the holders of Class D Units in proportion to their respective positive Capital Account balances attributable to such Class D Units, until such Capital Account balances equal zero.

9.5.3 Any remaining Losses shall then be allocated to the holders of Class P Units in proportion to their respective positive Capital Account balances attributable to such Class P Units, until such Capital Account balances equal zero.

9.5.4 Any remaining Losses shall be allocated to the holders of Class C Units in proportion to their Percentage Interest in such Class C Units.

9.6 Other Allocation Rules.

9.6.1 For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Company in its reasonable discretion using any permissible method under Section 706 of the Code and the Regulations thereunder.

9.6.2 The Members are aware of the income tax consequences of the allocations made by this Article 9 and hereby agree to be bound by the provisions of this Article 9 in reporting their shares of the Company income and loss for income tax purposes.

9.6.3 Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in the Company profits shall be deemed to be in proportion to their respective Percentage Interest or in alternative proportions which the Company deems appropriate to maximize consistency between Company allocations and the tax basis of the Members in their respective Company Units.

9.6.4 Where Profits or Losses of the Company are to be allocated in proportion to, or limited by, the number of Units held or outstanding during a particular period, or on any calculation derived therefrom, and such number of Units change during such period, then such allocation or limitation, as the case may be, shall be pro-rated by the proportion of time within such period such units were held, using any more specific formula reasonably determined by the Company, and as otherwise required in accordance with Section 706(d) of the Code.

ARTICLE 10

DISTRIBUTIONS

10.1 Tax Distributions. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Members with respect to which such amount was withheld. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 10.1 for all purposes under this Agreement, and shall be treated as a payment towards the guaranteed payment for such Member if such Member receives a guaranteed payment for services rendered and to the extent such guaranteed payment created the basis for such payment, or, if such Member does not receive a guaranteed payment or to the extent such payment exceeds the amount attributable to such guaranteed payment, then as an advance distribution of amounts otherwise distributable to such Member pursuant to Section 10.2 or 10.3.

10.2 Quarterly Distributions. Near or promptly after the end of each quarter during a Fiscal Year, the Company shall normally distribute 35% of any Profits earned during that quarter to the Members. However, the Company may distribute less to the extent the distribution would reduce the Company's cash reserves below the minimum level it reasonably deems necessary to safely support its continued operations. These distributions will be made in the following order and priority:

10.2.1 To each Person who holds Class P Units as of the date of the distribution, in proportion to (a) the sum of the Class P Units held by that Person each month during that quarter, minus (b) all guaranteed draws paid to that Person in that quarter, until (c) the distribution equals this difference.

10.2.2 To each Person who holds Class D Units, in proportion to their positive Capital Account balances attributable to those Units, until such Capital Accounts equal zero.

10.2.3 To each Person who holds Class C Units, in proportion to (a) their positive Capital Account balances attributable to those Units, minus (b) the Capital Contribution associated with those Units, until (c) the Capital Account balance is reduced to the Capital Contribution balance.

10.2.4 To each Person who holds Class C Units, in proportion to their positive Capital Account balances attributable to those Units, until such Capital Accounts equal zero.

10.2.5 To each Person who holds Class C Units, in proportion to their Percentage Interest in such Class C Units.

10.3 Annual Distributions. Before the Profit Sharing Deadline following each Fiscal Year, the Company shall distribute any Distributable Cash Flow remaining for such Fiscal Year to the Members, in the following order and priority:

10.3.1 To each Person who holds Class P Units, in proportion to their positive Capital Account balances attributable to those Units, until such Capital Accounts equal zero.

10.3.2 To each Person who holds Class D or Class C Units, in proportion to the allocation attributed to those Units for that Fiscal Year but not yet distributed in quarterly or annual distributions, until their total distributions for those Units for that Fiscal Year reaches 45% of such allocations.

10.3.3 In the same order and priority as for quarterly distributions, beginning with Section 10.2.2.

10.4 Advance Draws on Distributions. The Company may distribute draws against any distribution required under Section 10.3 in one or more installments on an estimated basis prior to the end of a Fiscal Year, but if the amounts distributed by the Company as estimated distributions exceed the total amount of other distributions to which such Member is entitled in such Fiscal Year, then the Member shall, within fifteen (15) days after the tax return for such Fiscal Year is filed, return such excess to the Company. Such excess shall be treated as a distribution to such Member pursuant to this Article 10 until it is returned (or if for any reason

such excess is not returned, then such excess will be set off against any future distributions to which such Member otherwise would have been entitled).

10.5 Distributions of Capital Transaction Proceeds. Capital Transaction Proceeds shall be distributed to the Members within a reasonable time following the Capital Transaction to which the Capital Transaction Proceeds relate in the same manner as described in Section 10.3.

10.6 Distributions in Kind. Distributions of property of the Company may be made in cash or in kind as determined by the Company. Immediately prior to any distribution in kind, the Gross Asset Value of the property of the Company to be distributed shall be adjusted by the Company as to the correct Gross Asset Value of such property, as provided in the definition of Gross Asset Value. After such determination of the Gross Asset Value of the property of the Company to be distributed and immediately upon the distribution of such property of the Company, such property shall be deemed to have been sold for its Gross Asset Value on the date of distribution and the deemed proceeds of such constructive sale shall be deemed to constitute an amount of Distributable Cash Flow and such property shall be distributed accordingly to the Members in accordance with the order and priority set forth in Section 10.3, and such amount of constructive Distributable Cash Flow shall thereafter be deemed to have been distributed to the Members pursuant to Section 10.3 for the purpose of this Agreement.

10.7 Distributions Upon Liquidation. If all or substantially all of the assets of the Company are sold in connection with a liquidation of the Company, or if the Company is otherwise liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) or dissolved pursuant to Article 12, the assets of the Company shall be distributed through the procedures outlined in Article 12 in the following order and priority:

10.7.1 First, to payment of the debts and liabilities of the Company in the order of priority provided by law, provided that the Company shall first pay, to the extent permitted by law, liabilities with respect to which any Member is or may be personally liable.

10.7.2 Second, to payment of the expenses of liquidation of the Company in the order of priority provided by law, provided that the Company shall first pay, to the extent permitted by law, liabilities or debts owed to Members.

10.7.3 Third, to the setting up of such reserves as the Company may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the business of the Company, provided that any such reserve will be held by the Company for the purposes of disbursing such reserves in payment of any of the aforementioned contingencies and at the expiration of such period as the Company shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided.

10.7.4 The balance of the proceeds, if any, to be distributed on or before the later of (i) the end of the Fiscal Year during which such liquidation occurs and (ii) ninety (90) days after the date of such liquidation, to the Members in accordance with the order and priority set forth in Section 10.4 (the “**Final Distribution**”). Immediately prior to the Final Distribution, the Capital Account balances of the Members shall be adjusted, taking into account all items of

Profit and Loss (including any special allocations of income and loss made pursuant to this Agreement) for the taxable year of the Company in which such liquidation occurs and in which the Final Distribution is made, such that the Capital Account of each Member prior to the Final Distribution equals the distribution to be received by such Member pursuant to the Final Distribution.

10.8 Certain Capital Transaction Proceeds. The Members agree to share proceeds (whether cash, property, or a combination of cash and property) attributable to a sale of all or substantially all of the outstanding Interests, whether by Interest sale, merger, consolidation or any other form, in the same manner as such Members would share in a distribution by the Company to the Members in complete liquidation, within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), and in accordance with the principles outlined in Section 10.7.

ARTICLE 11

FINANCIAL MATTERS

11.1 Fiscal Year. The Fiscal Year and taxable year of the Company shall be its required taxable year as determined pursuant to Section 706 of the Code.

11.2 Company Funds. The funds of the Company shall be deposited in such bank accounts, or invested in such interest-bearing or non-interest-bearing investment, including without limitation, federally insured checking and savings accounts, certificates of deposit and time or demand-deposits in U.S. government agencies or government backed securities or mutual funds investing primarily in such securities, or such other investments as the Company deems appropriate. Withdrawals therefrom shall be made upon such signatures as the Company may designate.

11.3 Tax Matters.

11.3.1 Tax Information. The Company shall deliver or cause to be delivered to the Members such information as is necessary for the Members to prepare the Members' federal, state and local tax returns as they relate to the Company. The Company shall use every reasonable effort to provide such information within ninety (90) days after the end of each Fiscal Year.

11.3.2 Tax Matters Partner. The Manager appointed as the Cross Link to the Anchor Circle representing the Investor Context of the Class C Unit Holders shall be the "***Tax Matters Partner***" of the Company pursuant to Section 6231(a)(7) of the Code, unless a different Tax Matters Partner is designated by the Company or required by the Code. The Tax Matters Partner shall inform each Member of all significant tax matters that may come to its attention in its capacity as Tax Matters Partner by giving notice thereof promptly after becoming aware thereof. Any Member who is designated Tax Matters Partner may not take any action contemplated by Section 6222 through 6232 of the Code except under the due authority granted by the Constitution or through the due process thereof.

11.3.3 Tax Elections. Except as otherwise provided herein, the Company in its sole discretion may make and revoke (to the extent permitted by law) any and all elections for

federal, state and local tax purposes (including, without limitation, any election to adjust the basis of the Company Property pursuant to Code Sections 754, 734(b) and 743(b)), or comparable provisions of state or local law, in connection with transfers of Units and Company distributions).

ARTICLE 12

DISSOLUTION

12.1 Dissolution.

12.1.1 The Company shall be dissolved upon the earliest to occur of the following (each a “*Dissolution Event*”):

- (a) all or substantially all of the Company’s assets and properties have been sold and reduced to cash;
- (b) the Anchor Circle has determined to effect such dissolution; and
- (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

12.1.2 The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member shall not cause the dissolution of the Company, and the Company shall continue without effect.

12.2 Liquidator. Upon dissolution of the Company, its remaining representatives (collectively being hereinafter referred to as the “*Liquidator*”) shall proceed to wind up the business and affairs of the Company in accordance with the requirements of the Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. This Agreement shall remain in full force and effect during the period of winding up. The Liquidator, in carrying out the winding up of the Company’s affairs and after paying or making reasonable provision for the claims of creditors, shall have full power and authority to sell any or all of the remaining assets of the Company or to distribute the same in kind to the Members. The fair market value of any assets to be distributed in kind shall be determined by an independent appraiser selected by the Liquidator. The proportion of cash or assets in kind to be received by Members may vary from Member to Member, all as the Liquidator in its sole discretion may determine. If distributions are insufficient to return to any Member the full amount of such Member’s Capital Contribution or Capital Account, such Member shall have no recourse against any other Member or any Manager of the Company. Following the completion of the winding up of the affairs of the Company and the distribution of its assets, the Liquidator shall file a certificate of cancellation with the Secretary of State of the Commonwealth of Pennsylvania pursuant to the Act.

12.3 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article 12, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Dissolution Event has occurred, the Property shall not be liquidated,

the Company's Debts and other Liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have contributed all its Property and liabilities to a new limited liability company in exchange for an interest in such new company and, immediately thereafter, the Company will be deemed to liquidate by distributing interests in the new company to the Members.

ARTICLE 13

INDEMNIFICATION

13.1 Limitation of Liability. No Member or Manager of the Company shall be personally liable, responsible, or accountable in monetary damages or otherwise to the Company, or to any other Member or Manager thereof, for any act or failure to act or for any mistakes of judgment unless such Member or Manager has breached or failed to perform the duties of his, her or its office under the Act or this Agreement and the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The provisions of the immediately preceding sentence shall not apply to (a) the responsibility or liability of a Member or Manager pursuant to any criminal statute or (b) the liability of a Member or Manager for the payment of taxes pursuant to federal, state or local law.

13.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless any Member or Manager (each being referred to as an "*Indemnatee*") who was or is a party (other than a party plaintiff suing on his or her own behalf), or who is threatened to be made such a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Company) arising out of, or in connection with, any actual or alleged act or omission by an Indemnatee taken in such Indemnatee's capacity as a Member or Manager, or by reason of the fact that the Indemnatee is or was a Member or Manager, or is or was serving at the request of the Company as a director or officer (or Person performing similar functions) of any other entity, including, a domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by the Indemnatee in connection with such action, suit or proceeding if the Indemnatee met the standard of conduct of (i) acting in good faith and in a manner the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Company; and (ii) acting in a manner the Indemnatee reasonably believed to be within the authority granted to the Indemnatee under this Agreement or under the due-process defined by this Agreement; and (iii) acting in a manner the Indemnatee reasonably believed to be in alignment with the Non-Aggression Principle; and (iv) with respect to any criminal proceeding, having no reasonable cause to believe the Indemnatee's conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the Indemnatee did not act in good faith and in a manner that the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Company and within the authority granted to the Indemnatee under this Agreement or under the due-process defined by this Agreement, and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

13.3 Advancing Expenses. Expenses (including attorneys' fees) reasonably incurred by an Indemnitee in defending any action, suit or proceeding referred to in Section 13.2 may be paid by the Company in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Company as authorized in Section 13.2.

13.4 Nonexclusivity of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 13.4 shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any other provision of this Agreement, any insurance or other agreement, any duly-authorized decision of the Members or Company, or otherwise, both as to actions in the Indemnitee's official capacity and as to actions in another capacity while holding that office. The Company may create and fund a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner (including by entering into agreements with its Members, Managers, and agents) its obligation to indemnify or advance expenses, whether arising under or pursuant to this Section 13.4 or otherwise.

13.5 Insurance. The Company shall have power to purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other Person against any liability asserted against such Person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against that liability under the provisions of this Section 13.5.

13.6 Modification. The duties of the Company to indemnify and to advance expenses to a Member or Manager provided in this Section 13.6 shall be in the nature of a contract between the Company and each such Member or Manager, and no amendment or repeal of any provision of this Section 13.6, and no amendment or termination of any trust or other fund created pursuant to Section 13.4, shall alter, to the detriment of such Member or Manager, the right of such Person to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

13.7 Past Officers and Managers. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 13.7 shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Member, Manager, or agent of the Company and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of that Person.

ARTICLE 14

GENERAL MATTERS

14.1 Checks, Drafts, Evidence of Indebtedness. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to

the Company shall be signed or endorsed in such manner and by such Person or Persons as shall be designated from time to time by the Company.

14.2 Contracts and Instruments; How Executed. The Company, except as otherwise provided in this Agreement, may authorize any Role to enter into any contract or execute any instrument in the name of and on behalf of the Company and this authority may be general or confined to specific instances; and, unless so authorized or ratified by a Person filling a Role duly delegated such authority, no Manager or other agent shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

14.3 Representation of Equity Interests of Other Entities held by the Company. The Company may authorize any Person or Role to vote or represent on behalf of the Company any and all equity interests of any corporation, partnership, trusts, or other entities, foreign or domestic, standing in the name of the Company. The authority granted may be exercised in Person or by a proxy duly executed by such designated Person.

14.4 Seal. The seal of the Company shall consist of a flat-faced die with the words “Holacracy One, LLC” cut or engraved thereon. However, unless otherwise required by the Company, the seal shall not be required on (and its absence shall not impair the validity of) any document, instrument or other paper executed and delivered by or on behalf of the Company.

ARTICLE 15

RECORDS AND REPORTS

15.1 Maintenance and Inspection of Unit Registrar. The Company shall maintain at its principal place of business a register of its Members, giving the names and addresses of all Members and the Units held by each Member. Subject to such reasonable standards (including standards governing what information and documents are to be furnished and at whose expense) as may be established by the Company from time to time, each Member has the right to obtain from the Company from time to time, upon reasonable demand for any purpose reasonably related to the Member’s interest as a Member of the Company, a record of the Company’s Members and the Units owned by them.

15.2 Maintenance and Inspection of Agreement. The Company shall keep at its principal place of business the original or a copy of this Agreement as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours.

15.3 Maintenance and Inspection of Other Records. The accounting books and records, minutes of proceedings of the meetings of the Members and the Governance Meetings of the Anchor Circle, and all other information pertaining to the Company that is required to be made available to the Members under the Act shall be kept at such place or places designated by the Company or in the absence of such designation, at the principal place of business of the Company. The minutes and the accounting books and records and other information shall be kept either in written form or in any other form capable of being converted into written form, and shall be maintained in a manner delineated by or acceptable to the Company. Subject to such

reasonable standards (including standards governing what information and documents are to be furnished and at whose expense) as may be established by the Company from time to time, minutes, accounting books and records and other information shall be open to inspection upon the written demand of any Member at any reasonable time during usual business hours for a purpose reasonably related to the holder's interests as a Member. Any such inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

15.4 Inspection by Anchor Circle. Every Core Circle Member of the Anchor Circle shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Company. This inspection by such a Core Circle Member may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

ARTICLE 16

PUBLIC OFFERING

16.1 IPO. The Company shall have the right at any time to effect an IPO.

16.2 Reorganization in Connection with an IPO.

16.2.1 If the Company determines to effect an IPO in accordance with Section 16.1, the Anchor Circle may cause the Company to be reorganized as a corporation (a "*Reorganization*") to be the issuer of the securities to be issued in the IPO (the "*Issuer*"). In such event, each Member shall, and shall (to the extent it has the power to) cause its Affiliates and equity holders to, take such actions as may be reasonably requested by the Company to effect such Reorganization, including, without limitation, to contribute to the Issuer the Units or approve any merger between the Company and the Issuer. In any Reorganization, the Issuer shall issue to the Members, in exchange for their Units, shares of common stock of the Issuer ("*Shares*") of one or more classes. The number of Shares to be issued to each Member in a Reorganization shall be the number of Shares which such Member would have been entitled to receive, if such Reorganization were treated as a dissolution and the Shares had been distributed to the Members in accordance with Article 16, except that, for such purpose, all such Shares shall be deemed to have a value per Share equal to the initial public offering price in the IPO.

16.2.2 The Company may make such provision as shall be reasonably necessary to ensure compliance with the Securities Act and other securities laws in connection with the Reorganization and subsequent issuances of Shares.

16.3 Implementation of an IPO. If the Anchor Circle determines to effect an IPO in accordance with Section 16.1, each Member shall and shall cause its Affiliates to take all such actions and execute and deliver such documents as the Company may reasonably request, and otherwise use its commercially reasonable efforts, all at the expense of the Company, to effect such IPO, including, without limitation, executing any documents or instruments to evidence any consent or approval of the Members, or any of them, or the disposition of any of the Units in connection with the Reorganization, or any customary lock up agreement requested by the managing underwriter of the IPO (provided the terms of such lock up agreement are no more restrictive than the terms required of the officers and directors of the Issuer generally).

ARTICLE 17

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

17.2 Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute part of this Agreement.

17.3 Notice. All notices and other communications provided for herein shall be dated and in writing and shall be deemed to have been duly given (x) on the date of delivery, if delivered personally or by electronic means with receipt confirmed, (y) on the second following business day, if delivered by a recognized overnight courier service, or (z) seven days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, in each case, to the party to whom it is directed at the following address (or at such other address as any party hereto shall hereafter specify by notice in writing to the other parties hereto):

- (i) If to the Company:

Holacracy One, LLC
Attn: GCC Lead Link
1741 Hilltop Rd.
Spring City, PA 19475

- (ii) If to any Member:

To such Member's address shown in the Company's books and records.

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.

17.4 Execution of Documents. The Members agree that they shall execute such instruments as may be necessary or appropriate in the determination of the Company to carry out the terms of this Agreement and the actions contemplated thereby.

17.5 Amendment. This Agreement may be amended from time to time by the Anchor Circle using the alternate method specified in the Constitution for enacting such Circle's Lead Link authority, subject to the further limitations specified in Section 4.4 hereof.

17.6 Valuation. Unless otherwise provided herein, any determination of fair market value for the purposes of this Agreement shall be made by the Company in good faith and in its reasonable discretion.

17.7 Entire Agreement. This Agreement represents the entire agreement between the parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, and shall, except as otherwise expressly provided to the contrary, benefit and bind the executors, administrators, heirs, successors and assigns of the Members.

17.8 Dispute Resolution. Any claim, controversy or dispute (a “*dispute*”) arising out of or relating to this Agreement or any interpretation or breach hereof or performance hereunder, including, without limitation, any dispute concerning the scope of this Section 17.8 shall be resolved in the following manner. First, the parties shall negotiate in good faith a mutually agreeable resolution of such dispute for a period of not less than fifteen (15) days. If, after such fifteen (15) day period, the parties have not resolved such dispute, the parties shall attempt to resolve such dispute through mediation with a professional mediator reasonably acceptable to the parties to such dispute, which mediator shall have experience with the principles and practices of the Holacracy organizational system, if such a Person is available at commercially reasonable rates. If, after the parties have made a good faith effort to resolve such dispute through negotiation and mediation, the parties have not resolved the dispute, then the dispute shall be settled exclusively by submission to final, binding and non-appealable arbitration with a single arbitrator, who shall be an attorney who has experience with the principles and practices of the Holacracy organizational system, if such an attorney is available at commercially reasonable rates (“*Arbitration*”). The parties to the dispute shall mutually select an arbitrator for the Arbitration in accordance with the foregoing sentence. However, in the event that the parties cannot agree on a single arbitrator, each of the parties to the dispute shall nominate such an arbitrator. The arbitrators nominated by the parties shall then mutually select a third arbitrator who shall be an attorney who has experience with the principles and practices of the Holacracy organizational system, if such an attorney is available at commercially reasonable rates. In no event shall the arbitrator be the same person as the mediator unless agreed to in writing by the parties to the dispute. The Arbitration and all pre-hearing, hearing and post-hearing arbitration procedures, including those for disclosure and challenge, shall be conducted in accordance with the Commercial Arbitration Rules (the “*Commercial Rules*”) of the American Arbitration Association (the “*Association*”) in Chester County, Pennsylvania. The substantive law of the Commonwealth of Pennsylvania shall be applied by the arbitrator to the resolution of the dispute, provided that the arbitrator shall base his or her decision on the express terms, covenants and conditions of this Agreement. The arbitrator shall be bound to make specific findings of fact and reach conclusions of law, based on the submissions and evidence of the parties, and shall issue a written decision explaining the basis for the decision and award. The decision of the arbitrator shall be final and as an “award” within the meaning of the Commercial Rules and judgment upon the arbitration award may be entered in any state court or United States District Court located in or for the area encompassing the Commonwealth of Pennsylvania (“*District Court*”), as if it were a judgment of that court. The parties to this Agreement expressly consent to the jurisdiction of the District Court and waive any objection they may have as to jurisdiction and venue regarding the District Court. In any Arbitration to enforce any right or remedy under this Agreement or any other dispute between the parties, the prevailing party will be entitled to recover its costs, including attorneys’ fees.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the Managers serving as Circle Members of the Anchor Circle hereby adopt this amended Operating Agreement for the Company and its Members on June 19th, 2015.

[SIGNATURE BLOCK REMOVED]

EXHIBIT A
(as of June 19th, 2015)

Class C Units:

Name	Number of Class C Units	Total Capital Contribution	Percent (%) of Class C Units
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%
██████████	████	\$████	████%

Class D Units:

Name	Number of Class D Units
██████████	████
██████████	████
██████████	████
██████████	████
██████████	████
██████████	████
██████████	████
██████████	████

Class P Units:

As reflected in the Company's records.

EXHIBIT B
(as of June 19th, 2015)

Anchor Circle Cross Links

Cross Link For	Context it Represents	Cross Link Appointed By...	Current Cross-Link	Current Term
Holacracy Context	The Organization as an effective vehicle for evolving and spreading the new organizational paradigm underneath Holacracy	Elected by Anchor Circle via Integrative Election Process	Brian Robertson	Until Jan. 11 th , 2017
Investor Context	The Organization as an effective investment vehicle for its investors (one representative for each of the C and D Unit Holders)	Elected by Members, per Agreement	Tom Thomison (for C Units) & Alexia Bowers (for D Units)	Until Jan. 7 th , 2017
Partnership Context	The Organization as an effective vehicle for the productive work and creative expression of its Partners	Elected by Anchor Circle via Integrative Election Process	Karilen Mays	Until Jan. 11 th , 2017

EXHIBIT C

Holacracy Constitution v4.1

(Starts Next Page)