EXHIBIT A

CAUSE NO. 2016-59771

RAIDEN COMMODITIES, LP & ASPIRE COMMODITIES, LP	§ § § §	IN THE DISTRICT COURT OF
Plaintiffs,	§	HARRIS COUNTY, TEXAS
vs.	§ § §	
PATRICK de MAN	§ §	
Defendant.	§	125th JUDICIAL DISTRICT

DECLARATION OF ADAM SINN

1. My name is Adam Sinn. I am over the age of eighteen and competent to give testimony in this action. I have personal knowledge of the statements set forth in this declaration and all of these facts are true and correct.

2. I am making this declaration in support of Raiden Commodities, LP and Aspire Commodities, LP's Original Petition and Response to Special Appearance.

3. I am the founder of Aspire and Raiden. I am also the sole voting member of the general partners of Aspire and Raiden, Aspire Commodities 1, LLC and Raiden Commodities 1, LLC, respectively. I am authorized to make this declaration on their behalf.

4. I am an entrepreneur who specializes in trading commodities related to electrical power in Texas. I began my career as a commodities trader in 2002. After several years of trading for established trading houses, I accumulated sufficient capital to begin my own trading operations. In 2009, while residing in Texas, I formed Aspire Capital Management, LLC, a Texas limited liability company based in Houston, Texas, to engage in commodities trading. I subsequently reformed that company as Plaintiff Aspire, which is a Texas limited partnership. I manage Aspire as the sole manager of its general partner (Aspire Commodities 1, LLC). I also subsequently formed Plaintiff Raiden in 2011. From their formation until 2013 (when I moved my personal residence to Puerto Rico for tax reasons), both Aspire and Raiden had their principal place of operations in Houston. During that time, I managed both companies from my home or office in Houston.

5. I developed commodities trading strategies involving Texas electrical power contracts traded in the market administered by the Energy Reliability Council of Texas ("ERCOT"). Along with a small number of trades in the Northeast United States,

trades in the Texas market governed by ERCOT represent the significant majority of both Aspire's and Raiden's business.

6. I met the Defendant, Patrick de Man, in or around 2005 or 2006, when we were both employees at Lehman Brothers. Mr. de Man was a Dutch citizen who lived at that time in Connecticut. I worked at Lehman Brothers in Houston as a trader, and Mr. de Man initially was employed in New York as an analyst. In or around early 2008, Mr. de Man moved to Houston to serve as an analyst for the ERCOT Trading Group, which I managed. Our personal and professional relationship flourished while he worked for me in Houston, and Mr. de Man also learned a considerable amount about the ERCOT market during that time. After Lehman declared bankruptcy in September 2008, Mr. de Man returned to New York, where he worked for the Lehman bankruptcy estate for some time. I then helped Mr. de Man find a job as an analyst for another company. When that company closed its operations in early 2011, I began serious discussions with Mr. de Man about coming to work as a trader with me. By that time, I had achieved some success trading with Aspire, and had added several additional traders already.

7. In late 2010 and the spring of 2011, Mr. de Man and I negotiated the terms of Mr. de Man's employment. I was residing in Houston at the time. While we initially discussed forming a partnership, he did not have the capital required to fund his trading, and we also believed Mr. de Man's immigration status could bar him from being a partner. Consequently, we mutually determined that we were unable to form a partnership at that time and that Mr. de Man would work as an employee until those two conditions changed.

8. Once it became clear that a partnership was impracticable, we discussed Mr. de Man's responsibilities and his compensation structure as an employee, which differed somewhat from that of a typical trader. We also discussed potential trading strategies to be used on ERCOT. These discussions implicated the trade secrets that are also at issue in this case. Those discussions happened principally by telephone, email, or Instant Message, between Mr. de Man in the New York area and me in Houston.

9. Those discussions culminated in an offer letter, which both Mr. de Man and I reviewed and discussed. Exhibit 1 is a true and correct copy of an email from Mr. de Man to me, in which he enclosed his comments on that offer letter. Section 11 of that offer letter stated:

> This agreement is performable in whole or in part in Harris County, Texas. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Texas, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. If a party wishes to pursue legal action pertaining to this agreement, we agree that such action shall be commenced and prosecuted in the courts of Harris County, Texas,

> or in the United States District Court for the Southern District of Texas, if appropriate, and we each submit to the exclusive jurisdiction of said courts and respectively waive the right to change venue. *Id*.

10. That clause reflected the reality that while Mr. de Man might continue to live in Connecticut (or elsewhere) and "telecommute" to the job, the job he was being hired to do was based in Texas. The company was a Texas limited liability company operating in Texas, the focus of the work he would be doing was based in Texas, the office and other employees of the company all were in Texas, and it only made sense that any dispute about his employment would be resolved in Texas rather than wherever Mr. de Man chose to live.

11. Mr. de Man suggested revisions to several sections of the offer letter, but at no time raised any disagreement that his work for Aspire would be deemed performable in, or that disputes related to the employment relationship would be subject to jurisdiction and venue in, Harris County, Texas using Texas law. Rather, he stated in his March email enclosing his comments on the letter, "I put in a few comments, but those are minor. There is nothing really fundamental that I need to add." We never executed the offer letter, primarily because we were continuing to discuss the addition of terms related to his potentially becoming a partner in the future. Nonetheless, Mr. de Man commenced work for Aspire in April 2011 as an employee on material terms mirroring those laid out in the offer letter.

12. I also decided around that time to form another trading company, Plaintiff Raiden, to trade commodities that involved different products and trading strategies from Aspire. More specifically, Raiden focused on trading financial transmission rights, whereas Aspire primarily traded futures and virtuals. I elected to conduct these trading operations through separate entities to separate risk between the two trading books, choosing to isolate the risk generated by Patrick's long-term trading of transmission rights from my short-term futures trading.

13. Raiden is a limited partnership formed under the laws of the U.S. Virgin Islands, because I contemplated at that time that I might move my personal residence to the Virgin Islands for tax reasons. Nonetheless, at the time of its formation, I operated Raiden from Houston, Texas. At this time, Raiden consisted entirely of Mr. de Man's trading strategy, which initially targeted the Northeast U.S. PJM market and expanded to include the Texas market shortly after he began his employment. I agreed in principle with Mr. de Man that if he accumulated sufficient capital to fund half of his strategy, I would allow him to "buy in" as a partner in Raiden, although the details of that arrangement were never fully agreed. I made that preliminary agreement with Mr. de Man from Texas. After that time, Raiden expanded to include trading books and strategies managed by me and others; I never agreed that Mr. de Man could buy into half of any aspect of Raiden's business outside the trading book he would manage.

14. Mr. de Man commenced work in April of 2011. Along with trading his strategy, Mr. de Man provided analytical support to traders making trades through Raiden and Aspire. These trades were entirely on the Texas market. Although Mr. de Man lived in Connecticut at the time, his work was directed at Aspire's and Raiden's operations in Texas. Mr. de Man also had to seek my approval before executing significant trades. We called each other frequently and Instant Messaged each other about the market throughout the day, more or less every day.

15. Aspire and Raiden leased an office in Houston in 2012. During that time period, around eight employees worked for Aspire out of that office in Houston. Mr. de Man also worked out of the Houston office physically on several occasions, including coming to Houston to interview candidates for an analyst position supporting his trades. We even discussed his moving to Texas to work out of that office permanently. Mr. de Man also registered as a User Security Administrator with ERCOT, and was the principal person involved in executing Raiden's ERCOT-related trades. He routinely liaised with me in Texas regarding the operation of the business and maintained contact with ERCOT staff in his role as User Security Administrator.

16. After years of operating my business from Texas, I moved my personal residence to Puerto Rico in 2013 as part of a tax-management strategy; the profits of Aspire and Raiden "flow through" to me personally for federal tax purposes, and are taxed at a favorable rate in Puerto Rico. I do not speak Spanish and neither does Mr. de Man, to my knowledge. In 2013, Mr. de Man also moved to Puerto Rico for the same reason. Nonetheless, the locus of Aspire's and Raiden's business remained in Texas and Mr. de Man's job responsibilities did not change. The same trades were made based on the same trading strategy on the same Texas market managed by ERCOT. Aspire remains a Texas limited partnership to this day. Moreover, many of their administrative functions are still Texas-based. Both Aspire and Raiden maintain their banking relationships with financial institutions in Texas and salaries are paid out of these Texas banks. Legal and human resources functions are also based out of Texas. Health insurance was also arranged by a broker in Houston. In fact, when Mr. de Man first started working for me, I already had insurance but he did not. He took the lead in setting up the company's health insurance and worked directly with the Houston insurance broker in doing so.

17. At the time of their original formation, the partnership agreements of Aspire and Raiden contained no provisions expressly governing jurisdiction for disputes related to the partnerships. Exhibit 2 is a true and correct copy of the Raiden Commodities Second Amended Limited Partnership Agreement. The 2013 amended partnership agreements for the two companies provide for jurisdiction and venue over such disputes in Texas. For instance, Section 7.10 of that Second Amended Limited Partnership Agreement provides in pertinent part:

> Any dispute arising hereunder or among the Partners or General Partners (or their Affiliates) shall be resolved in the courts of Harris County, Texas. Except as otherwise provided in this Agreement, in the event a dispute arises between any Persons hereto (or their Affiliates), the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred. **ALL PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY TEXAS STATE DISTRICT COURT SITTING IN HARRIS COUNTY, TEXAS, UNITED STATES OF AMERICA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENTS, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE DISTRICT COURT, (II) WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS, (III) WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (IV) TO THE GREATEST EXTENT ALLOWED BY UNITED STATES LAW CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS, SUMMONS, NOTICE OR DOCUMENT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE ADDRESS FOR THE PARTY SPECIFIED IN THIS AGREEMENT AND (V) AGREES THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW WITHOUT NECESSITY OF REHEARING THE MERITS OF SUCH. SHOULD IT BE NECESSARY, AND AT THE REQUEST OF ANOTHER PARTNER OR GENERAL PARTNER, ALL PARTIES AGREE TO PROMPTLY APPOINT AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF TEXAS AND TO INFORM GENERAL PARTNER OF ITS SELECTION OF SUCH AGENT.** *See* Ex. 2.

18. The Aspire partnership agreement has a similar provision. Exhibit 3 is a true and correct copy of the Aspire Commodities First Amended Limited Partnership Agreement. These provisions were added to the limited partnership agreements because, although I had moved my personal residence to Puerto Rico (and thus conducted a substantial amount of my work for the companies from Puerto Rico), the locus of the companies' business remained in Texas, and thus Texas was the most appropriate forum for disputes related to partnership issues. It made no sense for disputes related to those partnerships to be resolved in Puerto Rico courts, where proceedings are conducted in Spanish, just because I had moved there for tax reasons.

Although Mr. de Man never executed those agreements (because he was never a partner of either Aspire or Raiden and was still operating as an employee), other traders who did become limited partners were required to accept those terms (among others) in the Limited Partnership agreements. *See* Exhibit 4, which is a true and correct copy of a joinder agreement through which another trader became a limited partner.

19. The trade secrets at issue in this case are also Texas-focused. The majority of them were developed in Texas and designed for use in the Texas market. Some were discussed with Mr. de Man during negotiations in 2011 from Texas. Mr. de Man and I contemplated protecting the trade secrets in our negotiations and draft agreements. *See* Ex. 1 ¶ 8. We also contemplated resolving disputes about these trade secrets in a Texas court under Texas law. *See* Ex. 1 ¶11.

20. The trade secrets consist of confidential and proprietary information, including, *inter alia*, analyses of weather, transmission congestion, and historical pricing, as well as models that test the data by manipulating these underlying variable. Raiden's and Aspire's trading strategies are based on these models. Aside from some analyses that Mr. de Man developed for trades on the Northeast PJM market, the vast majority of the trade secrets are Texas-centric. Aspire, Raiden, and its employees spent considerable time, effort, and capital to develop those trading models, which are dependent on data generated in Texas and are still used to make trades in the Texas market to this day.

21. Moreover, the computers on which the trade secrets reside were purchased by me on behalf of Aspire from a Texas vendor to enable Mr. de Man to execute trades on a Texas market. *See* Ex. 5, which are true and correct copies of four December 20, 2010 email receipts forwarded from Mr. de Man to me; Ex. 6, which is a true can correct copy of a December 22, 2010 email attaching a true and correct copy of a spreadsheet concerning the computer purchases; Ex. 7, which is a true and correct copy of a November 8, 2011 email. Mr. de Man purchased his Dell computer and his most recent laptop, but he was reimbursed by Aspire for those purchases from its bank account in Texas.

22. In 2016, after Mr. de Man severed his connections with the Plaintiffs, Raiden was formally re-domiciled as a Texas limited partnership. By that time, I no longer intended to move the business to the Virgin Islands, and it made sense to formally structure Raiden as a Texas limited partnership in order to align its corporate formalities with Aspire's (which always was a Texas limited partnership), as well as the reality that both companies are a Texas-based business. Exhibit 8 is a true and correct copy of the Raiden Commodities LP conversion certificate.

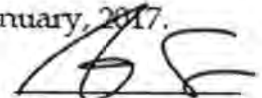
23. After terminating his employment, Mr. de Man claimed that he was a partner in Aspire and Raiden. Exhibit 9 is a true and correct copy of a July 20, 2016

email and attached letter, and Exhibit 10 is a true and correct copy of an email and attached proposed settlement.

24. Mr. de Man has now filed a lawsuit against me, along with Aspire, Raiden, their respective LLCs, and my living trust, in Puerto Rican court. I was recently served with process through my attorneys. Ex. 11 is a true and correct copy of the complaint.

25. My name is Adam Clark Sinn, my date of birth is February 6, 1978, and my address is 200 Dorado Beach Drive #3232, Dorado, PR 00646. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dorado County, State of Puerto Rico, on the 12th day of January, 2017.



Adam Sinn, Declarant

EXHIBIT A-1

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Sunday, April 10, 2011 6:03 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Fwd: contract draft

---------- Forwarded message ----------
From: **Patrick de Man** <pat.deman@gmail.com>
Date: Mon, Mar 21, 2011 at 8:11 PM
Subject: contract draft
To: gonemaroon@hotmail.com

Hi Adam,

I put in a few comments, but those are minor.
There is nothing really fundamental that I need to add.

One thing we talked about:
I am taking COBRA for next 18 months (likely that long), and Aspire would reimburse me those monthly payments (could be at end of year all at once, I don't care about that). Not sure if we need to include this as 'other benefits'...?
After my COBRA runs out, we should look for a group health package; hopefully by then one that has coverage in USVI.

Also, we don't have anything about bonus, but we'll write up a memorandum of

understanding that we keep track of P/L and that it would build towards partial ownership in the future, right?

Cheers,
Patrick.

Sin-asp.offltrpdm

Aspire ~~Capital Management LLC~~Commodities LP
3333 Allen Parkway, Suite 610
Houston, TX 77019
Telephone: (979) ---575 7026

March ______, 2011

Patrick ~~De~~ de Man
143 Hoyt St, Apt 3K
Stamford, CT 06905

Dear Patrick:

I am pleased to offer you a position with Aspire ~~Capital Management LLC~~Commodities LP ("Aspire") on the following terms:

1. You will be employed by Aspire to trade power commodities and derivatives and will devote your full time and best efforts to the businesses of Aspire. You will be responsible for performing all duties and responsibilities associated with your position and such other duties and functions as you may reasonably be assigned from time to time. Your employment will be on an "at will" basis and otherwise subject to the terms of this letter.

2. Your salary will be $120,000.00 per annum, pro-rated for any partial years of employment, and will be paid in accordance with Aspire's standard payroll practices in effect from time to time. You will also be entitled to vacation as may from time to time be agreed between you and Aspire.

3. Aspire may terminate your employment at will, with or without notice, either for convenience or for Cause. If you voluntarily terminate your employment with Aspire you must provide Aspire with two (2) weeks advance written notice ("Notice"). Following such Notice, during such two-week Notice period, Aspire may elect to prohibit you from entering its premises and/or may terminate your employment immediately without any severance obligation. If you voluntarily terminate your employment with Aspire, or Aspire terminates your employment for Cause (defined below), you will have no right to receive any severance payment or bonus which may otherwise have been considered. As used herein, "Cause," without limiting its definition at common law, means (i) your failure to comply with any applicable trading limit guidelines, counter-party credit policies or other risk management guidelines or policies, (ii) your breach of any material term of this Agreement or any other policies, guidelines or procedures that Aspire may adopt from time to time, including your failure to comply with applicable U.S. immigration laws and regulations, (iii) your engaging in misconduct which reflects or may reflect negatively on Aspire or its Affiliates (defined below), or engaging in any theft, fraud or embezzlement, (iv) your material violation of any law, rule or regulation pertaining to the businesses or operation of Aspire or its Affiliates (other than a violation of a motor vehicle regulation), (v) your commission of any crime involving felony,

dishonesty or moral turpitude, or (vi) your gross negligence in the conduct of your job responsibilities or your refusal to follow the lawful directive of the management of Aspire or your willful failure to properly carry out your duties. "Affiliate" means any entity controlling, controlled by or under common control with Aspire or a subsidiary of Aspire, as applicable. As used herein, "control" (including "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or cause the direction of management or policies of an entity, whether through the ownership of securities or partnership or other ownership interests, by written contract, indenture, note bond, loan, instrument, lease, commitment or otherwise.

4. We understand based on your representations that you are not subject to any contractual restraints related to previous employment or otherwise that would interfere with complete fulfillment of your duties and obligations as a power trader in the employment of Aspire. You represent and warrant that during the course of your communications with Aspire and its representatives, you have not made any misrepresentations of material facts or failed to disclose any material fact with respect to your post-employment obligations to any prior employer or any other matter that would interfere with the performance of your job responsibilities related to your employment by Aspire.

5. Your employment is subject to receipt of all approvals necessary for you to commence work with Aspire. U.S. immigration laws require employers to verify identity and employment eligibility prior to an employee commencing work. This verification is a continuing requirement and employers must reverify employment eligibility on or before the date that employment eligibility expires. Please be advised that your offer of employment is contingent upon you providing Aspire with acceptable documentation evidencing your identity and eligibility to work. Your failure to provide Aspire with evidence of your continuing employment eligibility will constitute Cause for termination of your employment.

6. All payments payable by Aspire under this letter agreement ("Agreement') shall be made in accordance with Aspire's then applicable payroll practices and shall be subject to all deductions and withholdings required or permitted by law. Aspire may, to the full extent permitted by law, set off against any bonus payments any amounts you may otherwise owe Aspire or its Affiliates.

7. Nothing in this Agreement shall limit or otherwise impair the right of the management of Aspire, exercised in its sole discretion, to limit, decrease or change in any manner its trading limit guidelines, any position limits, counterparty credit policies or other risk management guidelines or policies that govern its trading businesses.

8. Aspire agrees to provide you with certain confidential, proprietary and/or non-public information, including without limitation information relating to Aspire, its Affiliates, trading partners and/or its or their respective customers, as well as financial information, contractual rights/obligations, trading practices/strategies, data and information relating concerning dealings, transactions, activities, practices, affairs,

customers, suppliers, technical systems, pricing models, technical data, formulas, and methods of Aspire and its Affiliates ("collectively, the "Confidential Information"). Furthermore, you agree that during and after your term employment with Aspire you will not knowingly disclose any of the Confidential Information to any third party without the expressed written consent of Aspire. Further you agree that you must not use any of the Confidential Information other that for the purposes of your employment with Aspire hereunder, and that you will not disclose or disclose such Confidential Information for the benefit of yourself or any third party. ?? trade secret, confidential information or other intellectual property right of any other party (including, without limitation, any of your former employers) in violation of any rights of such party or duty of confidentiality owing to such party. In addition, on termination of your employment with Aspire for any reason, you agree to return to Aspire all of its property and records (and copies thereof) of Aspire in your possession or control

9. (a) While employed by Aspire you agree not in any way to plan, organize or conduct any competing business, or in any way to solicit or encourage any employee of Aspire or its Affiliates to separate from Aspire or participate in any competing business (whether existing or to be organized).

(b) In consideration of Aspire providing you and exposing you to Confidential Information, as well as the other agreements related to your employment hereunder, we agree that if Aspire terminates your employment for Cause or you resign for any reason, for a period of one (1) year following such termination you must not: (i) directly or indirectly, contact, recruit, entice, induce or solicit any employee, officer, director, agent, consultant or independent contractor employed by or performing services for Aspire or its Affiliates to leave the employ of or terminate services to Aspire or its Affiliates, or hire or otherwise employ any of such persons, including, without limitation, to work with you, with an entity with which you have become affiliated (as an employee, member, consultant, officer, director, stockholder or otherwise), or with any other entity; or (ii) engage in or participate in any effort or act to induce any customer of Aspire or its Affiliates to refrain, discontinue or diminish its business conducted with Aspire or any of its Affiliates; (iii) solicit business from any person or entity which was a customer of Aspire or any of its Affiliates during the term of your employment with Aspire.
.
(c) If any of the restrictive covenants contained in Paragraphs 9(a) or 9(b), or any part thereof, are held to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid or unenforceable portions. Without limiting the generality of the foregoing, if any of the restrictive covenants contained in Paragraphs 9(a) or *9(b),* or any part thereof, are held to be unenforceable because of the duration of such provision or the area covered thereby, the parties hereto agree that the court making such determination shall have the power to, and is hereby directed to, reduce the duration and/or area of such provision to the least extent necessary in order to make such reduced provision enforceable.

10. No waiver by Aspire of any breach by you of any provision or condition of this Agreement shall be deemed a waiver of a breach of the same or any similar or dissimilar

provision or condition, whether at the same time or any prior or subsequent time. In case any term or provision in this Agreement shall be declared invalid, illegal or unenforceable by any court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not in any way be affected or impaired thereby.

11. This agreement is performable in whole or in part in Harris County, Texas. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Texas, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. If a party wishes to pursue legal action pertaining to this agreement, we agree that such action shall be commenced and prosecuted in the courts of Harris County, Texas, or in the United States District Court for the Southern District of Texas, if appropriate, and we each submit to the exclusive jurisdiction of said courts and respectively waive the right to change venue.

I look forward to your favorable reply at which time we can agree on your employment commencement date.

Sincerely,

____

Adam Sinn
Chief Executive Officer

ACCEPTED AND AGREED:

____

Patrick de Man
Date: March___, 2010

EXHIBIT A-2

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

RAIDEN COMMODITIES, LP

A US Virgin Islands Limited Partnership

SECOND AMENDED & RESTATED PARTNERSHIP AGREEMENT

Effective Date: July 30, 2013

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

DISCLAIMER:

THE UNDERLYING SECURITIES CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS HAVE NOT BEEN REGISTERED UNDER U.S. VIRGIN ISLANDS OR PUERTO RICO SECURITIES LAWS, THE LAWS OF ANY OTHER STATE OR WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 ("SECURITIES ACT") AND THE CORRESPONDING SECURITIES LAWS IN ANY APPLICABLE STATE. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS. CERTAIN RESTRICTIONS ON TRANSFERS OF INTEREST ARE SET FORTH IN THIS PARTNERSHIP AGREEMENT AND THE ANCILLARY AGREEMENTS.

THE PARTNERS EACH ACKNOWLEDGE THAT THIS AGREEMENT HAS BEEN PREPARED BY FERGUSON BRASWELL & FRASER, PC, KB CARLTON, PLLC, AND IN COOPERATION WITH OTHER ATTORNEYS OR AFFILIATES (COLLECTIVELY, ALL OF THE ABOVE LIST BEING THE "**FIRM**"), SUCH BEING LEGAL COUNSEL FOR THE PARTNERSHIP, AND THAT, IN CERTAIN INSTANCES, CIRCUMSTANCES MIGHT EXIST OR MAY LATER OCCUR WHICH COULD RESULT IN ACTUAL OR PERCEIVED CONFLICTS OF INTEREST BETWEEN OR AMONG ONE OR MORE OF THE PARTNERS, GENERAL PARTNERS, OFFICERS AND/OR THE PARTNERSHIP. ACCORDINGLY, EACH AND EVERY PERSON INVOLVED WITH THE PARTNERSHIP HAS BEEN ENCOURAGED TO SEEK THE COUNSEL OF HIS, HER OR ITS OWN ATTORNEYS OR OTHER ADVISORS. IN ADDITION TO THE FOREGOING ACKNOWLEDGEMENTS, EACH PARTNER ACKNOWLEDGES THAT HE/SHE/IT HAS BEEN ADVISED THAT FIRM CURRENTLY REPRESENTS, AND WILL CONTINUE TO REPRESENT, OTHER ENTITIES WHICH ARE OWNED, IN WHOLE OR IN PART, BY SOME OR ALL OF THE PARTNERS, GENERAL PARTNERS OR OFFICERS OF THE PARTNERSHIP OR THEIR AFFILIATES. EACH PARTNER CONSENTS TO THE PREPARATION OF THIS AGREEMENT BY THE FIRM, AND JOINTLY WAIVES (I) TO THE EXTENT SUCH RIGHT HAS NOT BEEN EXERCISED, THE RIGHT TO RETAIN SEPARATE LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION, PREPARATION, REVIEW AND EXECUTION OF THIS AGREEMENT, AND (II) THE RIGHT TO LATER ASSERT ANY SUCH CONFLICT OF INTEREST AGAINST THE PARTNERSHIP, ITS GENERAL PARTNERS, PARTNERS REPRESENTED BY THE FIRM, OR THE FIRM ITSELF IN THE PROSECUTION OR DEFENSE OF ANY ACTION.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

SECOND AMENDED & RESTATED PARTNERSHIP AGREEMENT

OF

RAIDEN COMMODITIES, LP

This Second Amended & Restated Partnership Agreement (the "Agreement") is adopted by the Partners of **RAIDEN COMMODITIES, LP**, (the "Partnership"), as of the Effective Date and shall, regardless of when it is actually executed be construed to be effective as of the Effective Date.

ARTICLE I
ORGANIZATION

1.1 Definitions. Definitions of Terms may be defined in this Section or elsewhere in the Agreement. As used in this Agreement, the following terms have the following meanings:

"Act" means the US Virgin Islands Code and any successor statute, as amended from time to time.

"Adjusted Capital Account" means, with respect to a Partner, that Partner's Capital Account balance, modified as follows:

A. increased by the amount, if any, of such Partner's share of the Minimum Gain of the Partnership as determined under Treasury Regulation Section 1.704-2(g)(1);

B. increased by the amount, if any, of such Partner's share of the Minimum Gain attributable to Partner Nonrecourse Debt of the Partnership pursuant to Treasury Regulation Section 1.704-2(i)(5);

C. increased by the amount, if any, that such Partner is treated as being obligated to contribute subsequently to the capital of the Partnership as determined under Treasury Regulation Section 1.704-1(b)(2)(ii)(c);

D. decreased by the amount, if any, of cash that is reasonably expected to be distributed to such Partner, but only to the extent that the amount thereof exceeds any offsetting increase in such Partner's Capital Account that is reasonably expected to occur during (or prior to) the tax year during which such distributions are reasonably expected to be made as determined under Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(6); and

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

E. decreased by the amount, if any, of loss and deduction that is reasonably expected to be allocated to such Partner pursuant to Code Section 704(e)(2) or 706(d), Treasury Regulation Section 1.751-1(b)(2)(ii) or Treasury Regulation Section 1.704-1(b)(2)(iv)(k).

This definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

"Adjusted Capital Account Deficit" means, with respect to a Partner, the deficit balance, if any, in that Partner's Adjusted Capital Account.

"**Affiliate**" shall mean, when used with respect to a specified Person, any Person that directly or indirectly Controls, is Controlled by or is under common Control with such specified Person. It shall further include any Affiliate of a close family member including spouses, children, parents, and siblings.

"Agreement" has the meaning given that term in the introductory paragraph.

"Ancillary Agreements" shall mean include this Agreement but also shall include any other documents, agreements, Partnership Records, instruments, or other writings from time to time executed by any Person which clarify or are in connection with this Agreement and the transactions or relationships contemplated herein.

"Appraisal" means, unless the context indicates otherwise, a written valuation report by an Appraiser duly qualified to make such a report that describes and values the fair market value of an ownership interest in the Partnership.

"Articles" means the Certificate of Formation filed with the Office of the Lt Governor of the US Virgin Islands by which the Partnership was organized as a US Virgin Islands Limited Partnership under and pursuant to the Act, as amended from time to time.

"Assignee" means a Person who has acquired all or a portion of an interest in a Partnership Interest by assignment as of the date the assignment of the Partnership Interest has become "effective." As used in this Agreement, the assignment of a Partnership Interest becomes "effective" as of the date on which all of the requirements of an assignment expressed in this Agreement shall have been met. An Assignee has only the rights granted under this Agreement or, if not defined, then under the Act. An Assignee does not have the right to become a Partner except as provided in this Agreement or, if not defined, then in the Act. An Assignee is an "Authorized Assignee" only if the assignment arose under Section 3.3.4 or 3.3.6 of this Agreement.

"Authorized Assignee" means the owner of a Partnership Interest upon Disposition to such Person as a Permitted Transferee or upon the consent of all General Partners.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

"Bankrupt Partner" means (except to the extent a Majority in Interest of the Class A Partners consents otherwise) any Partner:

A. That:

(1) Makes a general assignment for the benefit of creditors;

(2) Files a voluntary bankruptcy petition;

(3) Becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding;

(4) Files a petition or answer seeking for the Partner a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law;

(5) Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Partner in a Proceeding of the type described in subclauses (1) through (4) of this clause (a); or

(6) Seeks, consent to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties; or

B. Against which, a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Partner's consent or acquiescence, a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties has been appointed and ninety (90) days have expired without the appointment having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Built-In Gain" with respect to any Partnership Property means (1) as of the time of contribution, the excess of the Gross Asset Value of any Contributed Property over its adjusted basis for federal income tax purposes and (2) in the case of any adjustment to the Carrying Value of any Partnership Property pursuant to this Agreement, the Unrealized Gain.

"Built-In Loss" with respect to any Partnership Property means (1) as of the time of contribution, the excess of the adjusted basis for federal income tax purposes of any

Contributed Property over its Gross Asset Value and (2) in the case of any adjustment to the Carrying Value of any Partnership Property pursuant to this Agreement, the Unrealized Loss.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in San Juan, Puerto Rico or US Virgin Islands are closed. "Calendar day," "day," "days" or any other like term not preceded by the phrase "Business" means that number of sequential days without regard to weekends or holidays in counting such days provided, however (and unless otherwise explicitly specified herein), that should a specific deadline fall on a day that is not a Business Day, then the deadline shall automatically be extended to the next succeeding Business Day. Any deadline regarding Business Day or calendar day shall be deemed met or unmet as of 6:00 PM in San Juan, Puerto Rico on the day of the deadline (by way of example, if an item requires that it must be deposited in the mail, faxed or hand delivered then such an item required to be done would be late at 6:30 PM in San Juan Puerto Rico).

"Capital Account" means the account to be maintained by the Partnership for each Partner in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and, to the extent not inconsistent therewith, the following provisions:

A. a Partner's Capital Account shall be credited with the cash or net Agreed Value of the Partner's Capital Contributions, the Partner's distributive share of Profit, and any item of income or gain specially allocated to the Partner pursuant to the provisions hereof; and

B. a Partner's Capital Account shall be debited with the amount of cash and the Net Agreed Value of any Partnership property distributed to the Partner, the Partner's distributive share of Loss and any item of expenses or losses specially allocated to the Partner pursuant to the provisions hereof.

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest; provided, however, that if the transfer causes a termination of the Partnership under Code Section 708(b)(1)(B), the Capital Accounts of the Partners shall be adjusted in conformance with Treasury Regulation Section 1.704-1(b)(2)(iv)(l). A Partner that has more than one Interest shall have a single Capital Account that reflects all of its Interests, regardless of the Class of Interest owned by that Partner and regardless of the time or manner in which it was acquired.

"Capital Contribution" means with respect to any Partner, the money and other assets contributed to the Partnership by the Partner. Any reference in this Agreement to the Capital Contribution of a Partner shall include the Capital Contribution of his predecessors in interest. The Partnership shall maintain records to reflect the initial Book Value and the Net Agreed Value of all non-cash assets contributed. In the event that the value of any Capital Contribution needs to be ascertained or clarified before or after the date of its

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

contribution, the General Partner, in their sole discretion, may make such a determination or define the process for making such a determination.

"Carrying Value" means (1) with respect to any Contributed Property, the Gross Asset Value of the property reduced as of the time of determination by all Depreciation and an appropriate amount to reflect any sales, retirements, or other dispositions of assets included in the property and, (2) with regard to other Property, the adjusted basis of the property for federal income tax purposes as of the time of determination; provided, however, that the Carrying Values shall be further adjusted as provided in this Agreement and, at the time of adjustment, the property shall thereafter be deemed to be a Contributed Property contributed as of the date of adjustment.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Commitment" means, subject in each case to adjustments on account of Dispositions of Partnership Interests permitted by this Agreement, (a) in the case of a Partner executing this Agreement as of the date of this Agreement or a Person acquiring that Partnership Interest, the amount specified for that Partner as its Commitment, and (b) in the case of a Partnership Interest issued pursuant to this Agreement, the Commitment established pursuant thereto.

"Control" As used throughout this Agreement, means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of a Person through an ownership of voting securities (or other debenture interests), contract, guardianship, voting trust or otherwise.

"Default Interest Rate" means a rate per annum equal to the lesser of:

A. ten percent (10.0%) plus a varying rate per annum that is equal to the Wall Street Journal prime rate (which is also the base rate on corporate loans at large United States money center commercial banks) as quoted in the money rates section of the Wall Street Journal from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, or

B. The maximum rate permitted by applicable law.

"Delinquent Partner" means a Partner who does not contribute by the time required all or any portion of a Capital Contribution that Partner is required to make as provided in this Agreement.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

"**Designated Key Person**" or "Designate Key Person" shall have the meaning assigned to it in Section 3.18. The purpose of a Designated Key Person is to tie particular Interests to a particular individual who is material to the Partnership even if they own their Partnership Interest indirectly. As such, with regards to violations hereof, a Designated Key Person shall be treated as if they were a Partner for purposes of this Agreement and the Records. If a Designated Key Person ever violated any provision of this Agreement or any other requirement in the Records (even if the particular portion thereof refers only to a Partner and not specifically to a Designated Key Person) then the Partnership Interest attributable to them, directly or indirectly, shall be treated as having violated this Agreement. No failure to mention or specify both Partners and Designated Key Persons herein shall be interpreted to exclude Designated Key Persons from being bound in the same manner and to the same degree as the Partner to whom they are associated.

"Dispose," "Disposing," "Disposition," or "Disposed of" means a sale, assignment, gift, donation, transfer, exchange, mortgage, pledge, grant of a security interest, or any other disposition or encumbrance (including, without limitation: by court order or other operation of law, by the death of any Partner, by judicial process, by foreclosure, by levy or by attachment, and whether voluntary or involuntary), or any intended acts thereof (which may or may not be effective) which would have the effect of transferring any right, portion of a right, Interest or potential Interest in the Partnership.

"Distributable Cash" means, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership Property, other than (1) Capital Contributions with interest earned pending its utilization, (2) financing or other loan proceeds, (3) reserves for working capital, and (4) other amounts that the Class A Partners reasonably determine should be retained by the Partnership.

"Effective Date" shall mean the effective date listed on the cover page of this Agreement, regardless of when it may actually be executed by the Partners.

"General Interest Rate" means a rate per annum equal to the lesser of:

A. The Wall Street Journal prime rate (which is also the base rate on corporate loans at large United States money center commercial banks) as quoted in the money rates section of the Wall Street Journal from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, plus an additional four percent (4%); or

B. The lesser of eight percent (8%) per annum or the maximum rate permitted by application law.

"General Partner(s)" means any Person or Persons executing this Agreement as of the date of this Agreement as a general partner or hereafter admitted to the Partnership as a general partner as provided in this Agreement, but does not include any Person who has ceased to be a general partner in the Partnership, and does not include an Assignee of a General Partnership Interest unless the Assignee has been admitted as a General Partner. There may be multiple General Partners. Further, there may be multiple General Partners owning respectively various classes of General Partnership Interests and such ownership classification shall determine the rights, duties and obligations of those General Partners owning such a class of General Partnership Interest, including their duties as it relates to any Pool of Partnership Property. Notwithstanding anything contained herein to the contrary, only Class A Partners, whether General Partners or Limited Partners, shall be entitled to vote. Any other class of Partner, whether General Partner or Limited Partner shall have their rights restricted as detailed in this Agreement. Specifically, but without limited the generality of the foregoing, such restriction applies to QA Classes of General Partnership Interest or Limited Partner Interests. The current and sole General Partner is **RAIDEN COMMODITIES I, LLC** a Puerto Rico limited liability company.

"General Partnership Interest" means the Partnership Interest owned in the capacity of a General Partner. There may be multiple classes of General Partnership Interests and such classes will determine the rights, duties and obligations of the General Partner owning such a class of General Partnership Interest. The initial General Partnership Interest of each General Partner is set forth in Exhibit A, as the same may be amended from time to time.

"Gross Asset Value" means, (1) with regard to property contributed to the Partnership, the fair market value of the property as of the date of the contribution and (2) as to any property the Carrying Value of which is adjusted pursuant to this Agreement, the fair market value of the property as of the date of the adjustment, as the fair market value is determined by the General Partner using any reasonable method.

"Lending Partner" means those Partners, whether one or more, who advance the portion of the Delinquent Partner's Capital Contribution that is in default.

"Limited Partner(s)" means any Person or Persons executing this Agreement as of the date of this Agreement as a limited partner or hereafter admitted to the Partnership as a limited partner as provided in this Agreement, but does not include any Person who has ceased to be a limited partner in the Partnership, and does not include an Assignee of a Limited Partnership Interest unless the Assignee has been admitted as a Limited Partner. There may be multiple Limited Partners. Further, there may be multiple Limited Partners owning respectively various classes of Limited Partnership Interests and such ownership classification shall determine the rights, duties and obligations of the Limited Partner owning such a class of Limited Partnership Interest including their duties or rights as it relates to any Pool of Partnership Property. Notwithstanding anything contained herein to the contrary,

only Class A Partners, whether General Partners or Limited Partners, shall be entitled to vote. Any other class of Partner, whether General Partner or Limited Partner shall have their rights restricted as detailed in this Agreement. Specifically, but without limited the generality of the foregoing, such restriction applies to QA Classes of General Partnership Interest or Limited Partner Interests.

"Limited Partnership Interest" means the Partnership Interest owned in the capacity of a Limited Partner. There may be multiple classes of Limited Partnership Interests and such classes will determine the rights, duties and obligations of the Limited Partner owning such a class of Limited Partnership Interest. The initial Limited Partnership Interest of each Limited Partner is set forth in Exhibit A, as the same may be amended from time to time.

"Liquidator" means the Partner or Partners or a Person or committee selected by a Majority in Interest of Partners who will commence to wind up the affairs of the Partnership and to liquidate and sell its properties when there has been a dissolution of the Partnership. The term shall also refer to any successor or substitute Liquidator.

"Majority in Interest" means those Partners whose Partnership Interests aggregate more than fifty percent (50%) of the Partnership Interests of all Partners in question, including votes among any particular Class of Partners. If at any point an action is required to be approved by multiple Classes of Partners, then the aggregation for such Classes shall be allocated proportionately according to the Capital Accounts of all Partners in each of the Classes added together. Anywhere that a Class or Partner type is not specified or clearly implied by this Agreement, then it shall mean only Class A Partners.

"Operating General Partner" or **"Administrator"** shall have the same meaning as "President" and means any Person elected to be such, as defined herein, but does not include any Person who has ceased to be such for any reason. The General Partners by Ninety Percent in Interest of the Class A General Partners may designate one of the General Partners as an Administrator ("Administrator"). A General Partner may further be an Administrator as to a specific Class of Partnership Interests and/or Pool of Partnership Property. A designated Administrator shall serve until the designation is revoked or the Administrator ceases to serve for any other reason. If a Administrator is designated, the Administrator is authorized and directed to manage and control the Property and the business of the Partnership (or the Pool or Class thereof, except as may be limited by the Class A General Partner). If a Administrator is designated, any reference to "General Partner" in this Agreement shall also include "Administrator" if applicable but only as to those classes, Pools, Property, actions or authority contemplated or delegated. The initial Administrator shall additionally include any of the following individuals: **ADAM C. SINN.**

"Partner" means any Person executing this Agreement as of the date of this Agreement as a Partner or hereafter admitted to the Partnership as a Partner as provided in this Agreement, but does not include any Person who has ceased to be a Partner in the Partnership. "Partner" means generically any General Partner or Limited Partner of the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partnership or, in the case of a specifically contemplated partner, the partner to whom reference is made, unless otherwise defined or stated otherwise herein.

"Partnership" means **RAIDEN COMMODITIES, LP**, a US Virgin Islands Limited Partnership.

"Partnership Interest" or "Interest" means the Partnership interest of a Partner (whether in their capacity as a General Partner or Limited Partner) or Partners in the Partnership and all rights associated therewith or contained thereunder as specified in this Agreement or the Act, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to be consulted as to whether they consent or approve with regard to any Partnership business. There may be multiple Classes of Partnership Interests and such Classes will determine the rights, duties and obligations of the Partner owning such a Class of Partnership Interest. The initial Partnership Interest of each Partner is set forth in Exhibit A, as the same may be amended from time to time. Notwithstanding anything to the contrary contained herein, only Class A Partnership Interests, whether General Partnership Interests or Limited Partnership Interests, has voting rights under this Agreement herein.

With respect to any Partner, their "Interest" or "Percentage Interest" means a fraction (expressed as a percentage), the numerator of which is that Partner's number of Partnership units in a particular Class (whether as General Partner or Limited Partner) of Partnership ownership and the denominator of which is the total number of then outstanding Partnership units as to that specific Class of Partnership ownership. A unit may be taken to mean one (1) percent of such interest or any reasonable fraction thereof.

"Permitted Transferee" means a trust, including a charitable remainder trust, corporation, limited partnership, company or other entity Controlled by such Partner, or another Person Controlling, Controlled by, or under common Control with such Partner.

"Person" is defined broadly to include all possible human or legal "persons" and includes an individual, partnership, limited partnership, limited liability company, foreign entity of any type, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity (or any other as defined in the Act). "Party" shall mean, generically, any Person who is a party to this agreement (or to whom reference is made) and "Parties" shall mean each and every Party taken collectively.

"President" is defined in Section 6.2.3.1 hereof.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative.

"Profits" and "Losses" means for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), and any guaranteed payments paid to the Partners, shall be included in taxable income or loss), with the following adjustments:

A. any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

B. any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

C. gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value or Section 704(e) Carrying Value of the property disposed of, as the case may be, notwithstanding that the adjusted tax basis of such property differs from its Carrying Value or Section 704(e) Carrying Value;

D. in lieu of depreciation, amortization and other costs recovery deductions taken into account in computing taxable income or loss, there will be taken into account Depreciation for the taxable year or other period;

E. if the Carrying Value or Section 704(e) Carrying Value, as the case may be, of any Partnership property is adjusted under Section 4.4.2, the adjustment will be taken into account as gain or loss from disposition of the asset for purposes of computing Profits or Losses; and,

F. notwithstanding any other provision of this definition, any items which are specially allocated pursuant to subsection 4.6 of this Agreement shall not be taken into account in computing Profits or Losses.

"Property" means all real and personal property which has been contributed to or acquired by the Partnership and all increases and decreases applicable to the Property.

"Treasury Regulations" or "Regulations" means the Treasury Regulations promulgated under the Code, as amended.

"Unanimous Consent" means the consent of all Persons eligible to vote on an issue, whether Limited Partners or General Partners and including votes among Classes of Partners or groups of Partners.

"Unauthorized Assignee" is defined in Section 3.3.8 hereof.

"Unrealized Gain" attributable to Partnership property means the excess of the Gross Asset Value of the property over the carrying Value or the Section 704(e) Carrying Value, as the case may be, of the property as of the date of determination.

"Unrealized Loss" attributable to Partnership property means the excess of the Carrying Value or the Section 704(e) Carrying Value, as the case may be, of the property over its Gross Asset Value as of the date of determination.

Other terms defined herein have the meanings so given them.

1.2 **Name.** The name of the Partnership is **RAIDEN COMMODITIES, LP** and all Partnership business must be conducted in that name or such other names that comply with applicable law as the General Partners may select from time to time.

1.3 **Formation.** The Partnership has been organized as a US Virgin Islands Limited Partnership by the filing of the Articles and the issuance of a certificate of filing for the Partnership by the Lt Governor of US Virgin Islands.

1.4 **Term.** The Partnership commenced on the date the Lt Governor of US Virgin Islands issued a certificate of filing for the Partnership and shall continue in existence for the period fixed in the Articles for the duration of the Partnership, or such earlier time as this Agreement may specify.

1.5 **Mergers and Exchanges.** The Partnership may be a party to (a) a merger, or (b) an exchange or acquisition of the type described in the Act subject to the requirements of this Agreement.

1.6 **No State-Law Partnership.** The Partners intend that the Partnership be classified as a Limited Partnership and not be a general partnership or joint venture, for any purposes other than federal and state tax purposes, if applicable, and this Agreement may not be construed to suggest otherwise.

1.7 **General Business Matters.**

1.7.1 **Books and Records.** The books and records of the Partnership shall be kept at the principal office of the Partnership or at such other places as the General Partners shall from time to time determine. The terms "Corporate Records," "Partnership Records" or "Records" are used interchangeably in this Agreement and in all the Ancillary Documents and shall mean: 1) the Standard Documents, as defined herein, 2) copies of all resolutions

and/or consents of the Partnership, its Partners, Officers, Administrators or General Partners contained in the Records, and 3) any other documents or records determined from time-to-time by resolution of the General Partners (subject to veto right or limitations set by the Partners) to be included in the Corporate Records, provided however, that the determination of inclusion or exclusion regarding certain documents or records need not be the same for all Persons.

1.7.2 Right of Inspection / Waiver of Full Access to Information. Because the ability of the Partnership to achieve it Business Purpose is highly dependent on secrecy and the confidentiality of systems, strategies, and information, the right to access information, including but not limited to the Records, is restricted to significantly. Each Partner or General Partner is entitled to information and the Records only under the circumstances and subject to the conditions stated Act, as may be further clarified or restricted by this Agreement. Specifically, the Partnership may determine, due to contractual obligations, business concerns, or other considerations, that certain information or Records regarding the business, affairs, Property, and financial condition of the Partnership shall be kept confidential and not provided to some or all other Partners, General Partners, Administrators or Officers and that it is not necessary or reasonable for those Persons to examine or copy certain information or Records. Each Partner and General Partner agrees that the judgment of the Partnership shall be final and conclusive and hereby fully releases, both the Partnership and all Persons involved in making such determinations, both individually and in their capacity as a Partner, General Partner, Administrator or Officer, from their determinations regarding such private and confidential information. The limitation on access to information contained in this paragraph shall not apply to Partners **ADAM C. SINN** or his Affiliates for so long as they remain Class A Partners or a Designated Key Person.

Generally however and provided that such a determination to withhold has not been made by the Partnership (and further provided that the Partnership shall always reserve the right, at any time, to later restrict access to such information except as to the excluded Partners above), any currently admitted Partner or General Partner of record, except as limited otherwise herein, shall have the right to examine, at a reasonable time or times as determined by the Partnership, the books, Records, minutes and records of the Partnership. Such inspection shall be, at a minimum, only at an appointed time period and place as determined by the Partnership after a reasonable time for preparation by the Partnership, following a written request for such access from the requesting Partner or General Partner, and after any and all reasonable conditions which may be required by the Partnership at that time have been met, including requiring confidentiality and non-competition agreements from such Person(s) as the Partnership deems advisable (including from Affiliates or other Persons reasonably related to the requesting Person).

Any production of Records, books or other information: a) shall be at the cost of the Person(s) requiring such production (including reasonable charges from the Partnership for producing such which the Partnership may require to be paid in advance), b) may not be done in a way that has the effect of harassing the Partnership or materially hindering or

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

endangering it from achieving its Business Purpose, and c) shall be limited to: 1) the Standard Documents, as defined herein, or 2) the non-waivable documents and information required by the Code and/or the Act, if it is greater than the Standard Documents. For the purposes of the Partnership, "Standard Documents" shall mean only the following: 1) basic historical end of year profit & loss statements for the three years prior to the request for documents but only as to those portions of the Partnership for which such Person had a Partnership Interest in or management oversight over, such as a Pool of Property; 2) basic historical end of year balance sheets for the three years prior to the request for documents but only as to those portions of the Partnership for which such Person had a Partnership Interest in or management oversight over, such as a Pool of Property; 3) a W-9 from the Partnership together with any federal or state tax documents pertaining to the Person requesting information directly; and 4) the most current and Partnership Agreement of the Partnership, although such may exclude a roster of Partners if the Partnership deems such exclusion advisable.

The forgoing notwithstanding, any non-waivable or non-amendable rights under the Act of an Assignee, Partner, or General Partner which are attempted to be modified herein, if any, (including rights to inspect the books and Records of the Partnership or to receive information if such is determined to non-waivable and non-amendable) shall be granted to that Person but shall be otherwise limited and restricted to the maximum extent permitted by law in the US Virgin Islands. If it is deemed that a Person has the right to inspect the books and Records of the Partnership (or any other right to require information, accounting of transactions or meetings with the Partnership or its Partners) then such shall occur but only in the manner and according to the procedure as defined in this Agreement.

Any authorized inspection may be made by any agent or attorney of the Person requiring the inspection, provided that the agent or attorney is bound by the same confidentiality obligations of the Person for whom the agent or attorneys is inspecting. The Partnership may impose any reasonable conditions precedent to such inspection by an agent or attorney, including requiring confidentiality agreements and/or non-compete agreements from any and all Persons involved in such inspection. Any production of Records, books or other information may not be done in a way that has the effect of harassing the Partnership or materially hindering or endangering it from achieving its Business Purpose.

1.7.3 **Financial Records.** All financial records shall be maintained and reported based the accounting principles adopted and defined herein or otherwise adopted by the General Partners. Without limiting the generality of the foregoing, the Partnership shall initially and generally use GAAP, as defined herein.

1.7.4 **Principal Office(s) and Headquarters.** The office or appointed Person of the Partnership in the US Virgin Islands shall be located at such place as the General Partners may determine from time to time. The Partnership shall conduct business at such other or additional locations, offices, outposts, appearances or presences, whether within or outside of the

US Virgin Islands or Puerto Rico, as the General Partners may designate from time to time in accordance with the Act and the laws in place at that location and its other locations. The initial headquarters of the Partnership shall be in San Juan, Puerto Rico.

Prior to the qualification of the Partnership to conduct business in any jurisdiction other than the US Virgin Islands, the General Partners shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General Partners, with all requirements necessary to qualify the Partnership as a foreign entity in that jurisdiction. At the request of the General Partners each Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue, and terminate the Partnership as a foreign entity in all jurisdictions in which the Partnership may conduct business.

1.7.5 Registered Office. The address of the initial registered office of the Partnership and the initial registered agent at such address shall be as set forth in the Articles. The registered office and the registered agent may be changed from time to time by action of the Partners and by filing the prescribed form with the US Virgin Islands Lt Governor.

1.7.6 Change of Address & New Offices. The Partnership may designate or change any Address or office at the election of the General Partner.

1.8 Simple and Not Series. The Partnership is created as a simple Limited Partnership and not as a series Limited Partnership, if one is possible. No Series (“Series”) are currently authorized under the Articles or this Agreement. The Partnership reserves the right to amend the structure, in the manner prescribed by the Act (if ever allowed thereby), and add series (and to segregate Property, liabilities, Profits and Losses into such series) at any time in the future at the election of the Partners. In such a case, the allocation of Partnership Interests to each of the Series need not be equal or proportionate as to each Series or Partner’s Partnership Interests.

1.9 Business Purpose and Allocation of Efforts. The Partnership is formed to transact any and all lawful businesses and engage in any lawful act and/or activities for which limited liability companies may be organized under the Act, and further to engage in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purpose, including, without limitation, obtaining financing therefor, and which is not forbidden by the law of the jurisdiction in which the Partnership engages in that business. The Business Purpose (“Business Purpose”) of the Partnership, for purposes of non-competition, corporate opportunities and other provisions contained in this Agreement or elsewhere among the Partners shall be defined as follows: **engaging in commodities, oil, gas, transmission rights, futures, options, swaps, and electricity trading and any other ancillary activities thereto, as may be further defined or clarified by the General Partners from time to time.**

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partners or their Designated Key Person are expected to devote full-time effort to the Partnership or the other Primary Operating Companies, as determined, agreed and allocated by the general partners, managers or officers thereof unless such requirement is otherwise waived by the Partnership (including waiver before or after the breach of this provision). Failure of such Partner or their Designated Key Person to comply with this provision for a period exceeding either: 1) thirty (30) consecutive calendar days or 2) thirty (30) Business Days in any consecutive one hundred eighty (180) day period shall be deemed to have violated this provision and may be treated by the Partnership as if they made an Unauthorized Disposition of their Partnership Interests. If the material reason for their failure to devote full-time effort is due to incapacity of such Partner or their Designated Key Person, as determined by the General Partners, then such Partner shall be deemed to have left with Good Reason. Otherwise, they shall be deemed to have left without Good Reason.

1.10 Self-Dealing, Corporate Opportunity and Non-Competition. Provided the terms of the transaction are reasonably no less favorable than those the Partnership could obtain from unrelated third parties, the Partners, Designated Key Person, Administrators, General Partners, and/or Officers shall have, including by or through their Affiliates, the authority to enter into any transaction with or in cooperation with the Partnership despite the fact that another party to the transaction may be (1) a trust of which a Partner is a trustee or beneficiary; (2) an estate of which a Partner is a personal representative, owner, heir or beneficiary; (3) a business Controlled by an Affiliate, one or more Partners, or a business of which any Partner is also an owner, director, officer or employee; (4) any Affiliate, employee, stockholder, associate, manager, partner, or business associate of the Partnership; (5) any Partner, acting individually; or (6) any relative of a Partner, Designated Key Person or Administrator. No contract or transaction contemplated in this paragraph shall be void or voidable solely for that reason, if:

A. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the General Partners or the committee contemplating such, and the General Partners or committee in good faith authorizes the contract or transaction by their affirmative vote; or

B. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Partners entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Partners; or

C. The contract or transaction is fair and commercially reasonable as to this Partnership as of the time it is authorized, approved, or ratified by the General Partners, a committee thereof, or the Partnership.

Common or interested Partners or General Partners may be counted in determining the presence of a quorum at a meeting of the Partners or General Partners or of a committee which authorizes the contract or transaction. This provision is meant to be illustrative and not a requirement; it shall not be construed to invalidate any contract or transaction which would be valid in the absence of this provision.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Unless otherwise stipulated and agreed herein or elsewhere in the Records, it is expressly understood that each Partner, General Partner, Administrator or Officer is entitled to invest his personal assets for his own account and is entitled to conduct his personal affairs and investments without regard to whether they constitute a Partnership "opportunity." No Partner or General Partner shall be obligated to present any "opportunity" to the Partnership prior to engaging in such opportunity themselves unless any of the following are true: a) the activity would be reasonably in line with the Business Purpose of the Partnership, b) that Person has agreed to non-competition restrictions and such opportunity would reasonably seem to violate those restrictions against them or c) the Partnership was the original intended recipient of the opportunity and the Person: 1) intentionally, negligently, or simply by their inaction undermined such opportunity for the Partnership in an effort to induce the other parties to enter into such opportunity with the Person (or one of their Affiliates) instead of the Partnership; or 2) intentionally, negligently, or simply by their inaction attempted to divert the opportunity from the Partnership. The Partners agree to immediately provide to the Partnership any and all information necessary to determine whether an opportunity should have been submitted to the Partnership. violation of this provision regarding opportunities may be rectified and cured by such Person if they, within thirty (30) days after receiving Notice of a proven violation from the Partnership, surrender and/or assign such opportunity to the Partnership on the same or reasonably the same terms offered to them.

Unless otherwise waived by the consent of ninety percent (90%) in Interest of the Class A Partners (including the Partnership Interest of the one who is seeking such waiver), all Partners and General Partners (together with their Affiliates and Designated Key Person) shall be subject to non-compete, non-solicitation and non-circumvention requirements during their time as a Partner or General Partner and for a period of time after they cease to be a Partner or General Partner. Unless otherwise agreed by the Partnership and such Person that the time period should be longer or shorter in duration, the time period that this provision shall be effective is during their term as a Partner or General Partner and following the termination of their Partnership, their term as General Partner or their employment with the Partnership, for any reason, for a period of one (1) year following the date that such ended.

No Partner or Designated Key Person shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any Person or Affiliate: a) divert or circumvent (or attempt to do either of those) a current or prospective business transaction, relationship or customer of the Partnership to any competitor, including themselves or their Affiliate, by direct or indirect inducement or otherwise; b) divert, circumvent, induce, or encourage to terminate, abandon, quit or get fired (or make any attempt to do any of those) any Partner, General Partner, Administrator, Officer, employee, vendor, supplier, distributor, or other contractor of the Partnership; or c) do or perform, directly or indirectly, any other act which a reasonable Person would anticipate to be competitive, injurious or prejudicial to the goodwill associated with the Partnership, its Business Purpose and/or the Partnership Property.

If a General Partner shall breach this provision, as determined by the Partners in their sole discretion, then such General Partner shall immediately be removed from their position as a General Partner and have their interest converted to that of a Limited Partner. Further, any amounts owed

to that General Partner, for whatever reason (including expense reimbursements, bonuses, salary and the like), shall be immediately forfeited and no longer payable.

In the event any Partner or Designated Key Person shall breach any provision of this Section, the Partner and/or Designated Key Person may be terminated immediately from any and all positions with the Partnership without any further need for an opportunity to cure, and/or expelled as a Partner, have its Partnership Interests be converted to that of an Unauthorized Assignee, and repurchased as if such Partner was terminated for Cause.

This provision relating to non-competition, non-solicitation and non-circumvention is a material provision of this Agreement and is necessary to protect the Partnership and the Partnership Property. The Partnership may require that any General Partner, Administrator, Partner, Designated Key Person, or Officer, prior to becoming such or at any time that they serve in any such role, enter into any and all reasonable further documentation to evidence and/or clarify this provision. If any Person should refuse to sign such further documentation within fifteen (15) days after receiving a request to do so from the Partnership, then they shall thereafter be expelled from any and all of their positions with the Partnership and its Affiliates and shall be deemed in breach of this provision.

1.11 Allocation of Partnership Property. The Class A Partners may from time to time and at their discretion in the management of the overall Partnership Property, pool the Partnership's Property into different groups of Property ("Pools") in order to accomplish any of the following objectives: a) define or limit management responsibilities with regard to such Pool by various Partners, General Partners and/or Classes of Partners or General Partners, including Quantitative Analyst Partners (also known as "QA Partners." "QA Limited Partners" or "QA General Partners," whatever their status may be), b) allow availability and use of such Pool by various Partners, General Partners and/or Classes of Partners or General Partners, including QA Partners, while limiting others' availability, information about and use thereof. Such Property in a particular Pool may, but need not be, assets contributed by one of the Partners managing them, provided however, that at least some of the contribution from a QA Partner shall be placed in at least one Pool over which they have management responsibility, Profits and Loss interests and/or Agreed Partnership Splits (as defined herein) therein.

The General Partner may assign the varying Pools of Property to specific Classes of Partners or General Partners, including QA Partners or QA General Partners, for management thereof. Further, regardless of who actually contributed the Property of a particular Pool, the Class A Partner may, upon agreement with any other Partners from a particular Class, agree to certain divisions of profits and losses among the Partners in that Class and the Class A Partners. If the Class A Partner later changes or lowers the Property contained in a Pool (or eliminates or restructures certain Pools), it shall have no effect on the allocation of profits and losses previously attributable to the Partners who have been delegated authority over, Profits and Loss interests in and/or Agreed Partnership Splits in the Pool prior to such change.

By way of example, the Class A Partners may define a "Class B Quantitative Analyst Pool" (also known as "Class B QA Pool") and allocate $10,000,000 in Property to such Pool. The Class A

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partners may further agree with the Class B Partners that they will divide the profits and losses generated off investing such Class B QA Pool among the Class A Partners and the Class B Partners, in a certain fashion or proportion. In this case perhaps it could be thirty percent (30%) to the Class B Partners and seventy percent (70%) to the Class A Partners, with such profits being further divided proportionately among each individual Classes various Partnership Interests after allocation to that individual Class.

1.12 Non-Disparagement. The Partners, General Partners, and Designated Key Person (including by or through their Affiliates) hereby forever and continually covenant that they will not disparage, slander or otherwise do anything which would have the reasonably anticipated effect of materially hurting or undermining the Partnership or its Business Purpose.

ARTICLE II
MEETINGS

2.1 No Annual Meeting. Except as required by law, annual meetings (whether of Partners or General Partners shall not be required for the Partnership. If required, by law or hereunder, the annual meeting of the Partners shall be held the first Saturday in the month of November in each year at 10:00 a.m., for the purpose of electing General Partners, and for the transaction of such other business as may come before the meeting, and the annual meeting of General Partners shall immediately follow. If the day fixed for the annual meetings is a legal holiday, such meetings shall be held on the next succeeding Business Day. If the election of General Partners is not held on the day designated, or at any adjournment thereof, the Limited Partners shall cause the election to be held at a special meeting of the Limited Partners as soon thereafter as it may conveniently be held. If annual meetings are not required, the General Partners shall serve until incapacity or death or special election of successor.

2.2 Regular Meetings. The Partners or General Partners, including as to meetings among a class of Partners or General Partners, may by resolution of a Majority in Interest set the time and place for the holding of regular meetings of the Partnership and any and all Partners (or in the case of a Class of Partners, that Class may only call a meeting of that Class) and may provide that the adoption of such resolution shall constitute Notice of such regular meetings.

2.3 Special Meetings. Special meetings of the Partners or General Partners for any purpose or purposes, unless otherwise proscribed by statute, may be called by any Class A Partner or General Partner (provided that such is not a part of a scheme to harass or hinder the Partnership, its Partners or General Partners) upon Notice or may be held by unanimous consent without Notice.

2.4 Notice of Meeting. Notice stating the place, day and hour of any Partner or General Partner meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of any Partner or General Partners, to each Partner of record or General Partner entitled to vote at such meeting. When all the Partners or General Partners of the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partnership are present at any meeting, or if those not present sign in writing a waiver of Notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and Notice had been given.

2.5 Quorum. At any meeting of the Partners, a Majority in Interest represented in person or by proxy, shall constitute a quorum at a meeting of Partners. A majority of the General Partners shall be a quorum at a meeting of General Partners. If less than a quorum is represented at a meeting, a majority of those that are present may adjourn the meeting from time to time, without further Notice, until such time as a quorum shall be present or represented. Any business may be transacted which might have been transacted at the meeting as originally notified. The Partners or General Partners present at a duly organized meeting convened with a quorum may continue to transact business until adjournment, and the subsequent withdrawal from the meeting of any Partner or General Partner represented in person or by proxy, or the refusal of any Partner or General Partner represented in person or by proxy to vote, shall not affect the presence of a quorum at the meeting. If the Partners or General Partners shall call a meeting and proper Notice be given as required in this Agreement, but the necessary Partners or General Partners to constitute a quorum shall fail or refuse to attend on more than two (2) occasions (particularly if such is done for the purpose of hindering the Partnership or delaying a vote), then the calculation of a quorum shall be based on those Partners and General Partners who did not fail or refuse to attend the initial meeting called for such purposes.

2.6 Proxies. At all meetings of Partners, a Partner may vote by proxy executed in writing by the Partner or by his duly authorized attorney-in-fact. Such proxy shall be filed with the General Partners of the Partnership or presented to the Partners before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy.

2.7 Voting by Certain Partners. Any Partnership Interest held by a corporation, trust, partnership or company may be voted by any officer, trustee, partner, General Partner, agent or proxy as the bylaws, trust agreement, partnership agreement, or regulations of such entity may prescribe or, in the absence of such provision, as such entity may determine by resolution. Any Partnership Interest held by a trust, estate, ward or other Person acting through an attorney-in-fact or other personal representative, guardian or conservator may be voted by the trustee, personal representative, administrator, executor, attorney-in-fact, guardian or conservator, either in Person or by proxy, without a transfer of ownership certificates into the name of the legal representative. Any Partnership Interest held by a married couple as their community property may be voted by either spouse, acting alone, hereunder unless a particular spouse has been specified and appointed by the Partner in which case the Partnership, in their sole discretion, shall have the right to refuse or approve the action of the other spouse. In no event shall the Partnership ever be held liable by the Partner, their spouse, or any other Person for exercising its discretion and allowing or refusing to allow a particular Person to vote or act on behalf of a particular Partnership Interest held or claimed to be held by a Partner or their spouse.

2.8 Manner of Acting.

2.8.1 <u>Formal Action</u>. The vote of the Partners on a particular issue shall be in accordance with percentage of Partnership Interests in the Partnership held by each Partner. Each Partner shall be entitled to one vote or a fraction of one vote per one-percent of Partnership Interest or fraction thereof owned by the Partner on each matter. In the case of a vote by General Partners, each General Partner shall have one vote. In this Agreement, any reference to a vote or decision of the Partners shall generally mean only the Class A Partners unless otherwise explicitly specified to the contrary. Specifically referencing a vote as restricted to Class A Partners is done solely for clarity and shall not be required as all other Classes are non-voting as to Partnership wide decisions.

2.8.2 <u>Procedure</u>. Unless the Articles or this Agreement provide otherwise, action shall be by a majority of those Partners' votes present at any meeting in which a quorum is established. Action by General Partners shall be by a Majority in Interest of General Partners present at any meeting in which a quorum is established. A record shall be maintained of the meeting. The Partners or General Partners may adopt their own rules of procedure which shall not be inconsistent with this Agreement.

2.8.3 <u>Presumption of Assent</u>. A Partner or General Partner who is present at a meeting at which action on any matter is taken shall be presumed to have assented to the action taken, unless their dissent shall be entered in the minutes of the meeting or unless he shall file their written dissent to such action with the Person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent in the manner for Notice prescribed herein to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to anyone who voted in favor of such action.

2.8.4 <u>Informal Action</u>. Unless otherwise provided by law, any action required to be taken, or which may be taken, at a meeting of the Partners or General Partners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the necessary amount of the Partners or General Partners entitled to vote with respect to the subject matter thereof, provided however, that all Partners or General Partners entitled to vote have received sufficient Notice of such action prior to the action being taken. Alternatively, any Partner or General Partner may vote against or formally evidence their dissent to such action (after such has been formally proposed and a vote has been called) in which case they shall be deemed to have waived any required Notice. For purposes of acting under this section, votes may be taken by email among the Partners or General Partners (and a formal signature shall not be required) provided that the emails are sufficiently clear to give Notice that a formal vote is being taken.

2.8.5 <u>Telephonic Meeting</u>. Partners or General Partners of the Partnership may participate in any meeting by means of conference telephone or similar communication if all Persons participating in such meeting can hear one another for the entire discussion of

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in Person at such meeting.

2.9 **Calling Meetings by Non-Class A Partners**. Non-Class A Partners or QA Partners, by a resolution of a Majority In Interest of such Class, may call meetings or special meetings as prescribed herein but only as to the Partners and General Partners of their particular Class of Partnership Interests. No QA Partner or QA General Partner shall have the right to call meetings of the entire Partnership, whether of Partners or General Partners, unless otherwise approved or ratified by a Majority In Interest of the Class A Partners or the Class A General Partners. Only a Class A Partner may call a meeting or special meeting of any other non-moving Class of Partners or General Partners or of the Partnership as a whole.

ARTICLE III
PARTNERSHIP

3.1 **Admission of Partners.** The initial Partners of the Partnership are the Persons executing this Agreement as of the date of this Agreement as Partners, each of which is admitted to the Partnership as a Partner effective contemporaneously with the execution by such Person of this Agreement. After the formation of this Partnership, a Person becomes a new Partner:

A. In the case of a Person acquiring a Partnership Interest directly from this Partnership, on compliance with (a) the provisions of this Agreement governing admission of new Partners, and (b) the terms for admission set by the General Partners in connection with the offering; and

B. In the case of an Assignee of a Partnership Interest, as set forth in Section 3.4 hereof.

3.2 **Representations and Warranties.** Each Partner hereby represents and warrants to the Partnership and each other Partner that:

A. If that Partner is a corporation, it is duly organized, validly existing, and in good standing under the law of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein);

B. If that Partner is a limited partnership, it is duly organized, validly existing, and (if applicable) in good standing under the law of the state of its organization and is duly qualified and (if applicable) in good standing as a foreign limited partnership in the jurisdiction of its principal place of business (if not organized therein);

C. If that Partner is a partnership, trust, or other entity, it is duly formed, validly existing, and (if applicable) in good standing under the law of the state of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in clause (a), (b), or (c), as applicable, are true and correct with respect to each officer, manager, member, administrator, custodian, trustee, or other partner thereof;

D. It has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, managers, officers, partners, trustees, beneficiaries, or other Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Partner have been duly taken;

E. It has duly executed and delivered this Agreement to the Partnership; and

F. Its authorization, execution, delivery, and performance of this Agreement do not conflict with any other agreement or arrangement to which that Partner is a party or by which it is bound.

G. Except as already disclosed in writing and formally approved or ratified by the Partnership, there is no claim, Proceeding, or other item currently pending or materially threatened which would reasonably be calculated to have an adverse effect on the Partners, the Partnership or their Affiliates or that purports to or could reasonably affect the legality, validity, or enforceability of this Agreement or any of the other Ancillary Agreements. The Parties and their Affiliates are current on all taxes due to any governmental entity, except those which are being contested in good faith and for which the Party has set up adequate reserves sufficient to satisfy the General Partner.

H. If qualification is necessary in any other jurisdiction in order for this Agreement to be enforceable, the Partner has duly qualified and is in good standing in that jurisdiction (and with any governmental or quasi-governmental body thereof).

3.3 Restrictions on the Disposition of an Interest.

3.3.1 Construction. It is intended that this Partnership shall not allow free transferability of interest and, to the extent possible, this Agreement shall be read and interpreted to prohibit the free transferability of interest of any Partner. Any attempted Disposition by a Person of a Partnership Interest, other interest or right, or any part thereof, in respect of the Partnership other than in accordance with this Section shall be, and is hereby declared, null and void *ab initio*.

3.3.2 Notice of Restriction on Transfer. The ownership and transferability of Partnership Interests in the Partnership are substantially restricted. Neither record title nor beneficial ownership of a Partnership Interest may be Disposed of, transferred or encumbered except as set forth in this Agreement.

3.3.3 <u>Justification</u>. This Partnership is formed by those who know and trust one another, who will have surrendered certain management rights and assumed management responsibility and risk based upon their relationship and trust. Ownership is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partnership Interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

3.3.4 <u>Restriction on Transfer</u>. Except as provided in this Section, neither record title nor beneficial ownership of a Partnership Interest may be Disposed of without the consent of all Class A General Partners. This restriction on transfer or assignment applies to any transferor, whether a Partner or an Assignee. To be a valid assignment, in addition to meeting the other requirements of this Section, the assignment must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the assignment must be received by the Partnership and recorded on the books of the Partnership. Until the effective date of an assignment of a transferred interest (and all further requirements are met), the Partnership shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the effective date of a Disposition conducted pursuant hereto (and the meeting of all requirements herein are met), the transferee shall be an Unauthorized Assignee unless otherwise elected to be an Authorized Assignee or admitted Partner but the Partnership.

3.3.5 <u>Disclosures</u>. The Partnership Interests have not and will not be, registered under federal or state securities laws. Partnership Interests may not be offered for sale, sold, pledged, or otherwise transferred unless so registered, or unless an exemption from registration exists and the Partnership has approved such offering. The availability of any exemption from registration must be established by an opinion of counsel, whose opinion must be satisfactory to the General Partners.

3.3.6 <u>Permitted Transfers</u>. In the following circumstances, Disposition of a Partnership Interest, or any part thereof (or right thereunder), is permitted to a Permitted Transferee without necessity of obtaining the consent of the Partnership.

A. <u>Intervivos Estate Planning Transfers</u>. A Partner who is doing such for estate planning, tax planning or wealth preservation purposes will have the right to make transfers of their Partnership Interest (provided that such would not reasonably endanger any rights or interests of the Partnership or other Partners), with or without consideration, to a Permitted Transferee, who will be an Authorized Assignee. In the case where such Disposition would have any potential adverse effect on the Partnership or other Partners, then such Disposition (even if it is to a Permitted Transferee) shall be submitted to the Partnership for approval, provided

however, that the approval of such Disposition shall not be unduly or unreasonably withheld or delayed.

3.3.7. <u>Nonrecognition of an Unauthorized Transfer</u>. The Partnership will not be required to recognize the interest of any transferee who has obtained a purported Partnership Interest as the result of a transfer or assignment that is not authorized by this Agreement. If there is a doubt as to ownership of a Partnership Interest or who is entitled to Distributable Cash or liquidating proceeds or other Property, the Partnership may accumulate the same until the issue is resolved to the satisfaction of the General Partners. In the event any Person purports to be an Assignee, but is not an Authorized Assignee under this Agreement, the Partnership shall have the right, but not the obligation, to seek a declaratory judgment to determine whether such Person is an Assignee. The Partnership Interest in question shall bear the legal and administrative expenses of the Partnership in making such determination, which expenses may be offset against the Partnership Interest as damages arising from the unauthorized Disposition.

3.3.8 <u>Acquisition of Interest Conveyed Without Authority</u>. If any Person: 1) acquires a Partnership Interest without authorization 2) is the beneficiary of a unapproved Disposition, 3) asserts any material Control over a Partnership Interest but is not an approved Partner and such Control lasts more than twenty (20) days (or a lower number of days if such assertion of Control would endanger the operations of the Partnership or the interests and rights of the other Partners), or 3) becomes an Assignee of an Interest which, in the case of all of the above, is the result of: (a) an order of a court which the Partnership is required by law to recognize, including but not limited to a court order involving a divorce proceeding of a Partner directly or indirectly, (b) a Partner's interest in the Partnership being subjected to a lawful “charging order,” (c) a Partner making any other unauthorized Disposition of a Partnership Interest, including having their Partnership Interest foreclosed upon (or assigned in lieu of foreclosure), which the General Partners determine that the Partnership is required by law to recognize (whether or not they have obtained a declaratory judgment to that effect), (d) a Partner becoming a Bankrupt Partner, (e) the death of a Partner, (f) the incapacity or incompetency of a Partner, including a formal or informal guardianship or receivership Proceeding, whether temporary or otherwise, or (e) any other reason by which a Partnership Interest (or any right thereunder) is held by someone who is not a Partner or Authorized Assignee (or causes a shift in Control away from such Persons), such Person shall be an “Unauthorized Assignee” of the interest. The Partnership will have the unilateral option (but not the obligation) to acquire the interest of the Unauthorized Assignee or a Class Z Limited Partner, or any fraction or part thereof, upon the following terms and conditions:

A. The Partnership will have the option to acquire the interest, at any time thereafter (unless such Person later becomes a Partner or Authorized Assignee) by giving written Notice to the transferee or Unauthorized Assignee of its intent to purchase such interest.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

B. The valuation date for the determination of the Purchase Price of the interest will be 1) the date of the Disposition if Notice of intent to purchase is delivered within ninety (90) days following the Partnership becoming aware of such Disposition or 2) the date on which the Partnership delivers its Notice of intent to Purchase.

C. Unless the Partnership and the Unauthorized Assignee agree otherwise, the amount paid will be the Purchase Price for the interest, or any fraction thereof in the case of a partial purchase by the Partnership, payable as prescribed herein

D. Closing of the sale will occur at the principal office of the Partnership or at such other place as the General Partners shall determine, including any reasonable changes thereto. Regardless of the payment terms, the selling Person shall unequivocally assign the Partnership Interests on the day of closing, free of any lien or reservation.

E. The Purchase Price, to the extent it can, shall be paid by with the proceeds, if any, received by the Partnership from insurance held on the life of the deceased Partner (or Designated Key Person), less any amounts necessary to be held in reserve or for operations, as determined by the General Partners. In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in ten (10) equal annual installments which shall include interest at the General Interest Rate, beginning one (1) year after the date of closing (or according to any other terms which are not less favorable than those defined herein). The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without penalty. If the Partnership elects to utilize such payment terms, no pledge or security agreement shall be given or required over the interests acquired (or any other collateral offered to secure such payment) unless the General Partners deem such to be appropriate in their sole discretion.

F. By unanimous consent of the General Partners, the Partnership may assign the Partnership's option to purchase to one or more of the remaining Partners (or their Affiliates) and when done, any rights or obligations of the Partnership will instead become, by substitution, the rights and obligations of the Partners who are assignees. Such Partners, upon purchasing the interest of the Unauthorized Assignee, shall be Authorized Assignees of such interest unless otherwise approved by the Partnership.

3.3.9 Partnership Interest Pledge or Encumbrance. No Partner or Assignee may grant a security interest in or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Person's distributions without the consent of the General Partners. Such grant of a security interest, pledge, a suitor hypothecation or encumbrance is a Disposition

as defined herein and shall trigger all the rights of the Partnership and the other Partners defined herein. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent for any and all reasons. In the event consent is given for a pledge, foreclosure of the Interest pledged would not result in the creditor being treated as Authorized Assignee.

3.4 **Admission of Substitute Partners.** Notwithstanding anything in this Article to the contrary, any Assignee of a Partnership Interest (whether such interest was obtained by the consent of the General Partners, a Disposition to a Permitted Transferee, an unauthorized Disposition, or otherwise) shall be admitted to the Partnership as a substitute Partner only upon:

A. Furnishing to the General Partners, in a form satisfactory to the General Partners, a written acceptance of all of the terms and conditions of this Agreement and such other documents and instruments as may be required to effect the admission of the Assignee as a Partner including but not limited to: the substitute Partner's Notice address, its agreement to be bound by this Agreement, it agreement not to compete, its confidentiality agreement, any applicable employment agreement, its spousal assent (if married), and its unqualified representation and warranty that the representation and warranties required of new Partners are true and correct with respect to the new Partner;

B. Depositing with the Partnership a transfer fee of $10,000, or such other reasonable amount as may be set by the General Partners to cover the costs and expenses of the Partnership in connection with the request, including legal and accounting expenses and the cost of investigating the proposed substitute Partner; and

C. Obtaining the Consent of all General Partners and complying with all requirements that the General Partners shall impose for approving such admission of the proposed substitute Partner.

If admitted as a Partner, the Assignee shall be admitted to the Partnership as a substitute Partner as of the effective date of the Disposition or upon such other effective date as the General Partner shall determine. If an Assignee (whether Authorized or Unauthorized) is not admitted as a substitute Partner, he shall have no right to vote the Partnership Interest nor any other right beyond those specifically given an Assignee under this Agreement, and all votes on Partnership matters shall be calculated as if the Partnership Interest of the Assignee did not exist by subtracting the interest of the Assignee from the denominator of any voting equation.

3.5 **Additional Partners.** Except as limited by Section 4.3, additional Persons may be admitted to the Partnership as Partners and Partnership Interests may be created and issued to those Persons and to existing Partners at the direction of the General Partners and/or upon a vote of the Class A Partners on such terms and conditions as they may determine at the time of admission. The terms of admission or issuance must specify the Partnership Interests and the Commitments applicable thereto and may provide for the creation of different Classes or groups of Partners, who may have different rights, powers, and duties. The General Partners shall reflect the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

creation of any new Class or group in an amendment to this Agreement or a resolution of the Partnership indicating the different rights, powers, and duties, and such an amendment need be executed only by the General Partners. Any such admission also must comply with the requirements described elsewhere in this Agreement, including but not limited to those prescribed in section 3.4 (the requirements applicable to substitute Partners shall be applicable to new Partners in the same manner and form prescribed therein).

3.6 **Preemptive Rights.** The foregoing notwithstanding, the Partners of the Partnership shall have a preemptive right to acquire additional, newly created Partnership Interests of the Partnership, or securities of the Partnership convertible into or carrying a right to subscribe to or acquire Partnership Interests, except to the extent limited or denied by this Agreement or the Articles.

3.7 **Change of Ownership in a Partner.** A Partner that is not a natural Person may not cause or permit, directly or indirectly, an interest in itself to be disposed of in the same manner of a Disposition defined herein (as applicable to the Partnership but in this case as applied to the Partner) or otherwise altered, mutated, or restructured such that, after such change or Disposition:

A. The Partnership would be considered to have terminated within the meaning of Section 708 of the Code; or,

B. Without the consent of the Partnership that Partner shall cease to be Controlled by substantially the same Persons who Controlled it as of the date of its admission to the Partnership; or,

C. A Designated Key Person, directly or indirectly, shall give up the material rights of Control over their Partnership Interests.

On the breach of the provisions of this section, the breaching Partner shall lose its status as a Partner and be converted automatically to an Unauthorized Assignee and the Partnership Interests shall be considered subject to an unauthorized Disposition.

3.8 **Certificates.** Certificates shall not be required unless mandated by state law, in which event certificates representing equity interest in the Partnership shall be in such form as shall be determined by the General Partners. Such Certificates may be signed by any one General Partner, or by two Officers, if Officers have been elected. All Certificates shall be consecutively numbered or otherwise identified.

3.9 **Capital Account Roster.** Even when no Certificates are issued, the Partnership shall maintain a Capital Account Roster for its Partners, evidencing the name and address of each Partner, the number of shares (or percentage ownership) held by each Partner, and the capital contributions and Capital Account adjustments for each Partner.

3.10 Confidentially of Information. The Partners, General Partners, and Designated Key Persons acknowledge that from time to time they may receive information from or regarding the Partnership in the nature of trade secrets or that otherwise is confidential ("Confidential Information"), the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner, Administrator, Officer, General Partner, and Designated Key Persons shall hold in strict confidence any information it receives regarding or from the Partnership (or its Affiliates). Such information need not be marked as confidential to establish its confidentiality. Any information from the Partnership, its Partners, General Partners or its Affiliates shall be presumed to be confidential unless otherwise explicitly stated therein or found to be public in nature as defined herein. Such Person's bound herein may not disclose it to any Person, including to another Partner or General Partner other than another Partner or a General Partner specifically *authorized to receive such*, excluding only those disclosures:

A. Compelled by law (but the Person must notify the General Partners promptly of any request for that information, before disclosing it, if practicable);

B. To advisers or representatives of the Limited Partner or General Partner hereto or to Persons to which that Person's direct or indirect Partnership Interest may be Disposed in an authorized manner as permitted by this Agreement, but only after Notice to the Partnership and compliance of all requirements imposed by the General Partners including but not limited to that the recipients have agreed to be bound by the provisions of this Section and any other reasonable restrictions or confidentiality agreements required by the Partnership;

C. Of information that Partner or General Partner also has received from a source independent of the Partnership or its Affiliates, outside of the scope of such Person's involvement or work with the Partnership, that the Person reasonably knows is without breach of any obligation of confidentiality hereunder; or,

D. That are approved by the Partnership in writing prior to the disclosure being made or formally ratified by the Partnership thereafter.

The Partners acknowledge that breach of the provisions of this Section may cause irreparable injury to the Partnership for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Partners agree that the provisions of this Section may be enforced by specific performance and by injunctive relief. If any Person becomes aware of an unauthorized disclosure of Confidential Information they shall immediately notify the Partnership and take all steps necessary to stop or mitigate the disclosure.

If any Partner, Administrator, General Partner, Assignee, Officer or other Affiliate is determined by the Partnership to be a direct or indirect competitor of the Partnership (including an anticipated competitor) and 1) the attendance of such Person at a meeting, 2) the receipt of information by such Person or 3) the inspection of any documents, including the Standard Documents, by such Person would require the disclosure of Confidential Information, trade

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

secrets or any other form of Property, concept or strategy which would enable the Person to compete with, emulate or improve upon the Partnership's Property, concept or strategy (including an anticipated or suggested one), then the Partnership may, at its sole election, require such Person to sign a non-compete and/or other confidentiality agreements prior to attending any meeting (or thereafter), receiving any information or inspecting any documents, including the Records.

The Partnership may require that any Person enter into any and all reasonable further documentation to evidence and/or clarify this provision. If any Person should refuse to sign such further documentation within fifteen (15) days after receiving a request to do so from the Partnership, then they shall thereafter be removed from any and all positions with the Partnership and have their Partnership Interests Converted to that of an Unauthorized Assignee.

The provisions of this Section shall survive the termination of this Agreement or the removal of any Person from any position with the Partnership, including as an Affiliate or Designated Key Person of the Partnership. In the event any Person ceases to be a Partner, Administrator, General Partner, Officer, or Affiliate of the Partnership, then they shall immediately, within two (2) days following their removal, return any and all Confidential Information and/or Property to the Partnership in the form and condition that it was in immediately prior to their removal.

3.11 Liabilities to Third Parties. Except as otherwise expressly agreed in writing or required by the Act, no Partner or General Partner shall be liable for the debts, obligations or liabilities of the Partnership.

3.12 Withdrawal. A Partner does not have the right or power to withdraw from the Partnership as a Partner or to compel a distribution or return of its Capital Account.

3.12.1 Damages on Wrongful Withdrawal. If, in the good faith determination of the General Partner, a Partner withdraws, the withdrawal will be treated as a breach of this Agreement and the Partnership may recover damages from the withdrawing Partner, including the reasonable cost of obtaining replacement of the services the withdrawing Partner or their Affiliate was obligated to perform. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover from the withdrawing Partner by offsetting any damages against any amount otherwise distributable to the withdrawing Partner, reducing the Partnership Interest, or both.

3.12.2 Effect of Wrongful Withdrawal. If, in the good faith determination of the General Partner, a Partner withdraws in violation of this Agreement, the Partner shall be expelled as a Partner and the Partnership Interest held by such Partner shall be held as an Unauthorized Assignee of that Partnership Interest. The Partnership shall have the option to acquire the entire Partnership Interest of the withdrawn Partner as if an unauthorized Disposition occurred (and as the Partnership Interests may remain, if at all, after offsetting damages allowed against such Partnership Interests in this Agreement) under the same

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

terms and conditions as if the withdrawn Partner was a transferee of a Partnership Interest Disposed of or conveyed without authority.

3.13 Lack of Authority. No Partner (other than an authorized General Partner or an Officer, if they are also a Partner) has the authority or power to act for or on behalf of the Partnership, to do any act that would be binding on the Partnership, or to incur any expenditures on behalf of the Partnership.

3.14 Classes and Voting. As to the Partnership, there shall initially be two (2) Classes of Partnership Interests and/or Partners, unless the Articles state to the contrary or two (2) or more Classes or groups of one or more Partners and/or Partnership Interests are established pursuant this Agreement. Initially, there shall be Class A General, Class A Limited Partners and Class Z Limited Partners (and corresponding Partnership Interests). However, it is intended that: 1) there shall be no initial Class Z Limited Partners as defined in this Section and 2) that all initial Partners shall be Class A Partners so only one Class shall be operative until such time as a Person becomes a Partner to Class Z Limited Partnership Interest (or any other Class created hereunder or by the General Partner). Any previous Classes are hereby converted and merged into Class A Partnership Interests.

In addition to the two (2) Classes defined in this Section, at any time the General Partners may elect to establish more Classes or groups of one or more Partners and/or Partnership Interests. Unless otherwise specified and in the event of the establishment of more Classes or groups of one or more Partners, then the following provisions shall apply:

A. The rights, powers, or duties of a Class or group may be senior to those of one or more existing Classes or groups of Partners, as may be defined the designation of Classes by the Partnership thereof.

B. Unless otherwise specified, if two or more Classes or groups of one or more Partners are established, then each Class or group of Partners, as far as waiver of Notices, action by consent without a meeting, establishment of a record date, quorum requirements, voting in person or by proxy, or any other matter relating to the exercise of the right to vote within that Class or otherwise, shall be governed as to that Class by the same provisions of this Agreement as pertain to the Partnership as a whole. By way of example, if a Class wishes to call a meeting of that Class, then it would take a Majority in Interest of the Partners from that Class to call a meeting thereof.

C. Unless otherwise specified, prompt notice of the taking of an action under this Agreement that requires less than unanimous written consent of the Partners and that may be taken without a meeting shall be given to the Partners who have not consented in writing to the taking of the action.

The foregoing notwithstanding and pursuant to the Certificate and the Act, there shall be at least two (2) Classes of Partnership Interests, Class A (with full Partnership and voting rights, provided they have been admitted as a Class A Partner) and Class Z (with restricted Partnership

rights and no voting rights). Any Person(s) shall generally be treated as an Unauthorized Assignee according to the Act and as further defined or restricted in this Partnership Agreement who may, at any time, acquire, succeed or accede or in any way obtain or acquire any rights to Partnership Interests (or any rights thereunder including the rights to payments) in the Partnership, unless authorized by this Agreement and/or approved by the Partnership, whether Class A Partnership Interests or any other Class, including by means of any: (1) sale, pledge, hypothecation, bequest, gift division or other assignment by or from a Partner, including but not limited to one that is in satisfaction of a debt (and including as to a debt which was previously approved by the Partnership), regardless of whether such is voluntary or involuntarily; (2) levy or execution upon a judgment, foreclosure, receivership, bankruptcy, garnishment, auction, sequestration, or any other compulsory legal or collection process; or (3) judgment, agreement or award of any court or arbitrator in a divorce proceeding. In the event that such Person(s) or Unauthorized Assignees are determined, allowed or required to be Partners of the Partnership (and unless otherwise admitted as Partners, whether Class Z or otherwise, as determined and approved by the Partnership), then such Person(s) shall become Class Z Limited Partners and the Partnership Interest in question from any other Class shall immediately upon their acquisition of such be converted to such Class Z Limited Partnership Interest. Class Z Limited Partners shall have no right or authority to: (1) vote their Partnership Interest as Class Z Limited Partnership shall be non-voting in all respects; (2) call any meeting of Partners or to place any item on the agenda of any meeting for discussion; (3) serve as a managing Partner, General Partner, any Officer of the Partnership, or as Registered Agent unless otherwise elected by the Partnership pursuant to the Partnership Agreement after the acquisition of the Partnership Interest in question; (4) act on behalf of the Partnership, or to make representations to or agreements with non-Partners on behalf of the Partnership; (5) amend any Corporate Records, including the Partnership Agreement, even if such Partnership Interest would have otherwise given them the requisite votes to do so; or (6) inspect the books and records of the Partnership.

The Partnership is formed with the intent that there should never be any Class Z Limited Partners or Unauthorized Assignees but instead only those Partners who are admitted through the procedures defined in this Agreement and as approved by the other Partners. For that reason, and to avoid disruption to the business of the Partnership and the other Partners, Class Z Limited Partners shall have only the following limited rights which shall be construed to the maximum extent allowed by law in the US Virgin Islands to restrict such Class Z Limited Partners' actions with regard to the Partnership: (1) to be notified of any meeting of Partners and, provided they sign a confidentiality agreement with the Partnership and abide by all other reasonable restrictions set by the Partnership, to be present in a non-disruptive fashion at any such meeting, and to express views and opinions as to any matters discussed at any such meeting but only for a reasonable amount of time as determined by the Partner or chairperson leading such meeting; and (2) to receive distributions or allocations which they may be entitled to, only in the event and provided that the Person follows the proper approvals, conditions and procedures set by the Partnership and/or the Partnership Agreement, less any current or anticipated deductions, offsets, damages or other fees or costs payable by or attributed to such Person(s) or Partnership Interests. The right to attend meetings and to speak may be limited by the Partnership if such attendance would result in the disclosure of certain Confidential Information of the Partnership or the other Partners which

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

would in any way enable or promote directly or indirectly competitive activities or adverse litigation by the Class Z Limited Partner.

The forgoing notwithstanding, Any non-waivable or non-amendable rights under the Act of an Unauthorized Assignee or Class Z Limited Partner which are attempted to be modified herein or in the Partnership Agreement, if any, (including rights to inspect the books and records of the Partnership or to receive information if such is determined to non-waivable and non-amendable) shall be granted to an Unauthorized Assignee or Class Z Limited Partner but shall be otherwise limited and restricted to the maximum extent permitted by law in the US Virgin Islands. If it is deemed that an Unauthorized Assignee or Partner has the right to inspect the books and other Records of the Partnership (or any other right to require information, accounting of transactions or meetings with the Partnership or its Partners) then such shall occur as defined in this Agreement (specifically in Section 1.7.2).

3.15 QA Partners. In addition to Class A and Class Z Limited Partnership Classes, the Partnership may also have certain Quantitative Analyst (or "QA") Classes which may be referred to by any alpha, numeric or other naming convention Class of Partnership Interests ("Class B" or "Class 1", "Class Christopher," etc.), as set forth by the agreement of the Class A Partners in the manner and according to the procedures defined in this Agreement. A Partner holding only QA Class Partnership Interests shall be referred to as a "QA Partner" and their rights shall be limited as defined herein. The intent of creating Classes of QA Partners is such that the Partnership and Class A Partners can deal with certain Partners (or group of Partners) individually, without necessarily affecting or changing the immediate relationship to any other QA Partner (or group of QA Partners). A QA Class may have multiple Partners. Any QA Partner shall not be entitled to vote, except as it relates to actions or decisions among multiple Partners in their particular QA Class and provided further that such votes or actions are approved, delegated or authorized (by the Class A Partners) to be voted on by the QA Partners. Even in the case of an action or vote by QA Partners that is within the scope of those powers authorized or delegated to the QA Partners by the Class A Partners, all such actions or votes shall remain subject to review, approval, and a veto right by the Class A Partners. Except for actions among Partners of their particular Class, no QA Partner shall be considered in the calculation of aggregate Partnership wide Partnership Interests (by way of example when calculating a quorum, Majority in Interest or Unanimous Consent for Partnership wide action) as the Partnership Interests of a QA Partner are nonvoting in all respects as it relates to Partnership wide votes.

A QA Partner need not be named as a General Partner. Any QA Partner who is also elected as a General Partner shall, unless otherwise explicitly stated, be a General Partner only as to the particular Class of Partnership Interests and the Pool(s) of Property assigned to such Class (and, in the instance where such Person's General Partner responsibilities are limited to a particular Class or Pool, such Person may, but need not be, titled a "QA General Partner"). Further, a QA Partner shall only have management responsibility as defined, clarified or limited by their agreement with the Class A Partners and a Majority in Interest of the Partners from their QA Class, including that their management authority and rights to Profits and Losses may be limited to certain Pools of Partnership Property, as defined herein.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

The Profits and Losses allocated to any QA Partner's Partnership Interest shall be set by agreement among the Class A Partners and a Majority In Interest of the QA Partners for a particular QA Class at the issuance of the QA Partner's Partnership Interests. Such allocation of Profits and Losses may be specific as to a particular Pool of Partnership Property or to multiple Pools of Partnership Property. While the allocation of Profits and Losses may not be changed without agreement between the Class A Partners and the QA Partners of a particular QA Class, the allocation of certain Pools of Partnership Property may be expanded, changed or diminished at any time and without Notice by the Class A General Partners. The allocation of Profits and Losses allocated to a QA Partner's Partnership Interest may be amended from time to time by agreement among the QA Partners affected and the Class A Partners, provided however, that no retroactive application or amendment of such agreement shall serve to deprive a QA Partner of Profits and Losses that were previously earned by and allocated to them prior to the amendment, unless such QA Partner agrees to such.

A QA Class (or the Partnership Interests of a particular QA Partner) may, at the determination of the Class A Partners, be retired and/or repurchased by the Partnership at any time and for any reason, with or without Cause, for the Purchase Price defined herein. Upon such election, the Partnership Interests subject to retirement or repurchase shall be treated as if the Partner(s) made an unauthorized Disposition thereof, provided however, that the Partnership shall bear the basic administrative costs of such Disposition if the QA Partners whose Partnership Interests are being retired: a) were not retired for Cause or b) leaves with Good Reason. The Purchase Price, as defined in Section 3.16 and utilized in Section 3.3 shall mean, as it relates to any QA Partner and except for those QA Partners whose Partnership Interests are being retired for Cause or leave without Good Reason, the Capital Account Balance (generally speaking, and as further defined herein, their Capital Contribution together with any undistributed but earned and allocated Profits or Losses) of that particular QA Partner on the date that the Partnership Interests are elected to be repurchased by the Partnership, less any damages or losses otherwise caused by that particular QA Partner or their particular QA Class jointly and severally. The Purchase Price as to a QA Partner whose Partnership Interest is being retired for Cause or who leaves without Good Reason shall be reduced to fifty percent (50%) of the overall Purchase Price determined herein less any damages or losses otherwise caused by that particular QA Partner or their particular QA Class jointly and severally.

The preemptive rights prescribed in section 3.6 shall not apply to the issuance of any QA Partner Class of Partnership Interests or be granted to any QA Partner. No QA Partners shall be entitled to information or Records except as authorized by the Partnership, including financial statements under Article 4, except as it relates directly to their Class or the Pools they oversee and all QA Partners hereby consent to such limitation. Section 7.3, 7.4 and 7.5 shall not apply to any QA Partners. QA Partners shall have the duties required of a Partner under the act including but not limited to a duty of loyalty, care or other fiduciary duties. Unless otherwise agreed by the Class A Partners and a Majority In Interest of the QA Partners for a particular QA Class the term for noncompetition, non-solicitation, and non-circumvention following termination shall be six (6)

months for QA Partners. In the case where a Partner serves in both a QA Partner and Class A Partner capacity, the longer of the two time periods shall apply.

3.16 **Purchase Price Calculation.** The purchase price ("Purchase Price") which the Partnership shall pay for the Partnership Interest which it elects to purchase under Section 3.3 shall be determined as provided herein or, as to a QA Partner, as defined in Section 3.15. The Purchase Price shall be the fair market value of the Partnership Interests as determined by the mutual agreement of the Partnership (or any other party to whom the Partnership has assigned the right to purchase the Partnership Interests) and the Partner/Assignee whose Partnership Interests are being purchased. If such parties cannot agree on a fair market value within thirty (30) calendar days after the date the purchasing party notifies selling party of their intent to purchase, then the Purchase Price shall be conducted according to the appraisal process set out below. In lieu of and as a prospective replacement of the Purchase Price determined by the preceding sentence, In advance of any Disposition, the Partners and the General Partners by Unanimous consent, may but shall not be obligated to determine a Purchase Price that will be applicable for any period up to three hundred sixty five (365) calendar days after the date of the determination (the applicable end date may be specified by the document stating such determination of Purchase Price). In the absence of an explicit date or timeframe, the applicable period shall be for the one hundred eighty (180) calendar days proceeding after the date of determination). Any document or action setting a determination of Purchase Price for a future period shall state that it is specifically done for the purposes of this provision (and not simply for strategic planning, attracting investors or other loans, etc). Any predetermination of the Purchase Price shall apply to any Person who may later assert ownership over any particular Partnership Interest, including an Unauthorized Assignee.

If the parties cannot otherwise agree or a Partner/Assignee, by or through their representative (including a representative of their estate), objects in writing (within thirty (30) days following an election by the Partnership or another party to purchase the Partnership Interests) to the determination of the Purchase Price by the pre-determination or formula methods stipulated herein, then an appraisal process shall be undertaken (provided however, that QA Partner shall not have the right to object and have an appraisal done). The Partnership and the Partner/Assignee shall each select a qualified appraiser to appraise the fair market value of the Partnership Interests within thirty (30) calendar days. If a party fails to select a qualified appraiser within such thirty (30) calendar day period, then the appraisal of the other party shall be binding. Each of the appraisers shall appraise the value of the Interests in question within thirty (30) calendar days after their selection and if such appraisals are within fifteen percent (15%) of each other in fair market value, the average of such appraisals shall be deemed to be the fair market value of the Partnership Interests in question. If such appraisals differ by more than fifteen percent (15%), then such appraisers shall mutually select a third appraiser within thirty (30) calendar days, and such third appraiser shall appraise the value of the Interests within thirty (30) calendar days of the his/her selection. The third appraiser's valuation, unless it is outside the range of the two previous valuations, shall be binding. If the third appraiser's valuation is outside the range of the two previous valuations then an average of the three valuations shall be utilized as the Purchase Price. A Partner or Assignee that is objecting as

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

stipulated herein shall bear all the costs of all appraisers contemplated by the appraisal process defined in this section. After calculating fair market value, the Purchase Price shall be lowered by any damages, losses, or costs of disposition, if any, for the Partnership (or its other non-selling Partners) such that the Partnership Interests being sold or purchased bear the burden of such damages, losses, or costs of disposition.

In the event that an employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner is terminated for Cause (as defined below) or leaves without Good Reason (as defined below), then the Partnership shall have the exclusive right and option to purchase their Partnership Interests at a Purchase Price equal to fifty percent (50%) of the Purchase Price otherwise stipulated in this section, and the terminated Partner/Assignee shall be obligated to sell all of their Interests at such lowered Purchase Price.

An employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner may be terminated from employment with the Partnership at any time by the affirmative vote of the General Partners, with or without Cause, and such shall be treated as a Disposition triggering the right of repurchase by the Partnership. Moreover, an employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner may leave if they have a Good Reason and such shall be treated as a Disposition triggering the right of repurchase by the Partnership. In either instance, the Partnership Interests subject to retirement or repurchase shall be treated as if the Partner(s) made an unauthorized Disposition thereof, provided however, that the Partnership shall bear the basic administrative costs of such Disposition if the Partners whose Partnership Interests are being retired were not terminated for Cause or if the Partner leaves with Good Reason. The Partner proposed to be terminated may participate in such termination vote if it is not done for Cause (Provided however, that **ADAM C. SINN** or his Affiliate serving as a Partner may always participate in a vote regardless of whether it is for Cause or not). Moreover, if they are not terminated for Cause or if they leave with Good Reason, the promissory note granted to pay the Purchase Price shall be secured by a first-priority pledge of the Partnership Interests to the terminated Partner. As used in this Agreement, the following terms shall the following meanings:

A. "Cause" shall mean any of the following: (A) any misrepresentation of a material fact to, or concealment of a material fact from, a representative of the Partnership; (B) willful violation of any material rule, regulation or policy that may be established by the Board of General Partners from time to time in the Partnership's business; (C) unlawful possession, use or sale of narcotics or other controlled substances, or performing job duties while such controlled substances are materially present and influencing the Partner's body; (D) any act or omission of the Partner in the scope of his employment that: (i) results in the assessment of a criminal penalty against the Partner or the Partnership, or (ii) would result in a material violation of any federal, state, local or foreign law or regulation; (E) conviction of or a plea of guilty or no contest to any crime involving an act of moral turpitude; (F) engages in any unapproved materially competitive or other activity which the reasonable Person would perceive to be materially detrimental or harmful to the Business Purpose of the Partnership.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

B. "Good Reason" shall mean either of the following: (A) a decrease in the Partner's base salary and/or guaranteed payments by more than fifty percent (50%); or (B) the assignment of duties or position that would necessitate a change in the location of the Partner's home by more than thirty (30) miles.

3.17 Life Insurance. The Partnership may maintain life insurance on the lives of the General Partners, Partners, Designated Key Persons or other employees of the Partnership, in an amount and according to such terms as set from time-to-time by the General Partners. Such life insurance may be required to be maintained by such Persons individually and the Partnership (or the other Partners) may be a required beneficiary thereof, at the election of the General Partners. Alternatively, such life insurance policies may be maintained directly by the Partnership itself. This paragraph serves as Notice that such policies may be purchased at any time hereafter, although the Partnership may choose to notify the Person whose life is insured again at the time the policies are actually purchased. If the Partnership elects to obtain such policies, those Persons over whose life it is obtained hereby consent to such, including a) that the Partnership or the other Partners may be the listed beneficiaries thereof and b) that the Partnership can direct or control who the ultimate beneficiaries of such policies are and c) the policies may be maintained and kept in force following the termination of such General Partners or Partners. If further consent to obtain such policies is required by the Partnership, then the General Partners or Partners agree to promptly execute such consents.

3.18 Designated Key Persons. The Partners, either directly or indirectly are related or Affiliates of certain key individuals for the Partnership. Moreover, certain Partners may choose, after proper consent by the Partnership, to have their ownership in the Partnership owned indirectly, by or through an Affiliate entity (including but not limited to various trusts, family limited partnerships, and other entities). To the degree such things occur, then such key individual shall be deemed a Designated Key Person of the Partner, as determined by the General Partners from time to time. In such a case, any violation committed by a Designated Key Person which would trigger some event of default, breach, repurchase or otherwise with regard to the Partnership Interests to which that Designated Key Person is tied shall be triggered as if the Partner had triggered some event of default, breach, repurchase or otherwise themselves. In such a case, both the Partner and the Designated Key Person are bound by and can breach this Agreement. By way of example, if a Person who is a Designated Key Person chose to leave without Good Reason (or was terminated for Cause), then the Partnership Interests owned by the Partner associated with that Designated Key Person would be subject to the repurchase option contained in this Agreement. By way of further example, if they Designated Key Person died or became incapacitated then the Partnership Interests owned by the Partner associated with that Designated Key Person would be subject to the repurchase option contained in this Agreement. By way of further example, the consent to obtain life insurance contained in section 3.17 would apply to both a Partner and its Designated Key Person if both were living Persons. By way of further example, any competitive activities of a Designated Key Person would be considered competitive activities of the Partner they are associated with and be a breach of this Agreement by that Partner. The preceding examples are meant to be illustrative and are in no way exhaustive; instead, they are meant to emphasize that the same standards and

potential violations of this Agreement applicable to any Partner shall also extend to their Designated Key Person without need of specifying or differentiating such in this Agreement. The initial Designated Key Persons and their corresponding Partners are set forth on Exhibit B attached hereto. The Partnership may tie certain Partnership Interests to a Designated Key Person by resolution of the General Partners or by updating Exhibit B attached hereto from time to time.

No potential Partner shall become a Partner unless and until their Designated Key Person agrees to be bound by this Agreement and the rest of the Records. Such form of consent by the Designated Key Person shall be in a form reasonably determined and required by the General Partners, an initial form of which is attached hereto as Exhibit E and incorporated herein by this reference. A Partner hereby agrees to cause their Designated Key Person to execute any and all agreements or documents which the Partnership deems appropriate and which bind them as a Designated Key Person to the Partnership. Any failure to comply with this provision that is not waived by the Partnership shall render that Partner or potential Partner an Unauthorized Assignee of their Partnership Interests.

3.19 Cross Default. The Partners, either directly or indirectly (such as through an Affiliate), may have common ownership in a group of companies which, for purposes of this Agreement, shall be deemed the “Primary Operating Companies” of the Partners. Any default or violation with regard to any of the governing documents for any of the Primary Operating Companies shall be deemed a default or violation as to all the Primary Operating Companies. By way of example, if a Partner were to make an unauthorized Disposition with regard to one Primary Operating Company, then they have breached as to all Primary Operating Companies and the repurchase rights associated with each of the other Primary Operating Companies, as defined in their respective agreements and records, would then apply as if the Partner had made an unauthorized Disposition of all Primary Operating Companies. By way of further Example, if a Designated Key Person is terminated from a particular entity in the Primary Operating Companies for Cause, then they shall be deemed to have violated all agreements of all the other Primary Operating Companies.

The Primary Operating Companies are listed in Exhibit C, attached hereto and incorporated herein by this reference. By resolution of the General Partners, Exhibit C may be updated from time-to-time to include any new entities which should be included in the Primary Operating Companies.

3.20 Spousal Assent Required. No married potential Partner shall be admitted as a Partner unless and until their spouse signs and delivers to the General Partners a Spousal Assent and Affirmation in a form reasonably determined and required by the General Partners, an initial form of which is attached hereto as Exhibit D and incorporated herein by this reference. If any Partner gets married while they are a Partner, then they shall deliver to the company am executed Spousal Assent and Affirmation, signed by their new spouse, within thirty (30) days following the marriage to such spouse. Any failure to comply with this provision that is not waived by the Partnership shall render that Partner or potential Partner an Unauthorized Assignee of their Partnership Interests.

3.21 Drag Along Rights. In the event Partners receive a bona fide written offer (the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

"Drag Along Offer") from a third party to purchase all of the Interests in the Partnership and a Majority-in-Interest of the Partners desire to accept such offer, and the third party purchaser desires to purchase all or materially all of the outstanding Interests in the Partnership, the other Partners hereby agree to sell all of their Interests to such third party purchaser for a price and on terms and conditions no less favorable than those contained in the Drag Along Offer.

3.22 Tag-Along Right. If any Partner acting individually, or any group of Partners acting jointly (the "Transferring Partners"), proposes to transfer Interests that constitute more than forty percent (40%) of all the Interests then held by Partners to a third party purchaser, then the Transferring Partners shall offer the other Partners the right to include in the transfer to the third party purchaser a pro rata portion of the other Partners' Interests (based on the proportion that the transferred portion of the Transferring Partners' Interests bears to the Transferring Partners' total Interests) on the same terms and conditions as such Transferring Partners (a "Tag-Along Right"). Prior to the consummation of any proposed transfer described in this Section (a "Proposed Transfer"), the Transferring Partners shall offer to the other Partners the right to be included in the Proposed Transfer by sending written Notice (the "Tag-Along Notice") to the other Partners, which Notice shall (i) state the portion of such Transferring Partners' Interest to be sold, (ii) state the proposed purchase price per Unit and all other material terms and conditions of such sale (including the identity of the third party purchaser), and (iii) be accompanied by the written transfer agreement between such Transferring Partners and such third party purchaser. Such Tag-Along Right shall be exercisable by written Notice to the Transferring Partners with copies to the Partnership given within ten (10) Business days after receipt of the Tag-Along Notice (the "Tag-Along Notice Period"). Failure by a Partner to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a forfeiture by the Partner of its rights under this Section. If a Partner elects to participate in the Proposed Transfer, such Partner shall be obligated to sell his, her, or its pro rata portion of his, her, or its Interests for a purchase price equal to the purchase price per Unit described in the Tag-Along Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Interest in favor of such transaction and becoming a party to the transfer agreement).

ARTICLE IV
FINANCIAL MATTERS

4.1 General Financial Matters.

4.1.1 Fiscal Year. The fiscal year of the Partnership shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the General Partners.

4.1.2 Deposits. All funds of the Partnership shall be deposited from time to time to the credit of the Partnership with such banks, brokerage firms, trust companies or other depositories as the General Partners may select.

4.1.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Partnership shall be signed by such Persons as the General Partners shall determine.

4.1.4 Loans. No loans shall be contracted on behalf of the Partnership and no indebtedness, liability or obligation shall be incurred unless authorized by the General Partners. Such authority may be general or confined to specific instances.

4.1.5 Contracts. The Partnership may contract upon approval of a majority of the General Partners, who by resolution may authorize any General Partner of the Partnership to enter into any contract or execute any instrument in the name of and on behalf of the Partnership, and such authority may be general or confined to specific instances.

4.1.6 Accountant. One or more accountant(s) may be selected from time to time by the General Partners to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the General Partners without assigning any cause.

4.1.7 Legal Counsel. One or more attorney(s) may be selected from time to time by the General Partners to review the legal affairs of the Partnership and to perform such other services as may be required and to report to the General Partners with respect thereto. The legal counsel may be removed by the General Partners without assigning any cause.

4.2 Accounting for the Partnership.

4.2.1 Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis unless the General Partner elects to do otherwise or is required to do otherwise by the Code or the Act. The records shall be maintained in accordance with GAAP. All accounting terms not specifically defined in this Agreement, by the Records or by resolution of the General Partner shall generally be construed in accordance with Generally Accepted Accounting Principles ("GAAP") (including the handling of international accounting principles) consistently applied, except as otherwise stated in this Agreement. To the extent that the International Financial Reporting Standards ("IFRS") are adopted in the United States or in Puerto Rico, such standards shall replace GAAP standards in this Agreement. In the event of (i) a conflict between GAAP and IFRS, or (ii) a significant change in the terms or intent of this Agreement would result from applying IFRS, then the General Partners will come to a reasonable working definition that is consistent with the original intent of the Partnership under GAAP.

4.2.2 Annual Statements. Financial statements shall be prepared not less than annually and copies of the statements shall be available to each Partner unless otherwise

restricted or withheld as provided herein. Copies of income tax returns filed by the Partnership shall satisfy this requirement unless any Partner shall request in writing formal financial statements.

4.2.3 Interim Financial Statements. On written request and unless otherwise restricted or withheld as provided herein, any Partner shall be entitled to copies of any interim financial statements prepared for the Partnership.

4.2.4 Tax Returns. The General Partners shall cause to be prepared and filed all necessary federal and state income tax returns for the Partnership, including making the elections described in Section 4.2.5 of this Agreement. Each Partner shall promptly furnish to the Partnership all pertinent information in its possession relating to Partnership operations that is necessary to enable the Partnership's income tax returns to be prepared and filed.

4.2.5 Tax Elections. The General Partners shall have the right to make the following elections for the Partnership on the appropriate tax returns:

A. to adopt the calendar year (or any other year) as the Partnership's Fiscal Year;

B. if a distribution of Partnership Property as described in Section 734 of the Code occurs or if a transfer of a Partnership Interest as described in Section 743 of the Code occurs, on written request of any Partner, to elect, pursuant to Section 754 of the Code, to adjust the basis of Partnership properties;

C. to elect to amortize the organizational expenses of the Partnership ratably if permitted by the Code; and

D. to make any other election the General Partners may deem appropriate and in the best interest of the Partners.

Neither the Partnership nor any Partner may make an election for the Partnership to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, except where the Partners unanimously consent to have the Partnership taxed as a corporation.

4.2.6 Tax Matters Partner & Tax Audits. The General Partners may designate a Partner as the "tax matters partner" of the Partnership pursuant to Section 6231(a)(7) of the Code. The tax matters partner shall take such action as may be necessary to cause each other Partner to become a "notice partner" within the meaning of Section 6223 of the Code. In the event the Partnership is audited by the Internal Revenue Service (or any other taxing authority or regulatory body), the costs and expenses incurred to defend and comply with

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

such shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of the Partnership.

4.3 Capital Contributions.

4.3.1 Initial Capital Contributions. Each Partner agrees to immediately execute a subscription agreement for, if necessary, and contribute, as his initial Capital Contribution, cash or other property as set forth on Exhibit A**,** attached hereto and incorporated as a part of this Agreement.

4.3.2 Initial Ownership Interests of Partners. The initial interests of the Partners in the Partnership shall be set based upon their respective proportional Capital Contributions, as set forth on Exhibit A.

4.3.3 Additional Voluntary Contributions. No new Class A Partners or Capital Contributions from existing Class A Partners may be admitted if it would have the effect of diluting the ownership of any Class A Partner (Unless consent is first obtained from that Class A Partner being diluted). The foregoing, however, shall not limit the ability of the General Partner to accept other QA Partners. The General Partners may admit to the Partnership additional Partners and create and issue additional Partnership Interests to such Persons as they determine. The General Partners shall issue a revised statement of ownership upon admission of new Partners.

4.3.4 Return of Capital Contributions. No Partner shall be entitled to withdraw or demand the return of any part of his Capital Contribution except upon termination of the Partnership and/or as specifically provided for in this Agreement. The General Partners may in their discretion allow non-prorata draws against capital, which shall not alter the percentage of Partnership Interests among the Partners.

4.3.5 Required Contributions -- All Partners. If needed for the business of the Partnership, in the discretion of the General Partners, the Partners will be required to make additional Capital Contributions to the Partnership to meet operating expenses of the Partnership within five (5) days from date of written notice by the General Partners. Any required Capital Contributions shall be made pro rata, in accordance with the Partners' Partnership Interests, unless otherwise agreed to by all Class A Partners in writing.

4.3.6 Gift. All or any part of one or more of the Capital Contributions of one Partner may be made by one or more of the other Partners on behalf of such Partner as a gift.

4.3.7 Treatment of Immaterial Financial Dates for Convenience. To simplify the Partnership accounting, any minor or immaterial adjustment to the Capital Accounts or Profits and Losses of the Partners caused by required or optional Capital Contributions may be made at the next convenient juncture in the Fiscal Year following the Contribution. By

way of example, if a Contribution occurred on June 28th and such would be immaterial as to Profits and Losses of that Partner but it would simplify the accounting for the Partnership, then the Partnership may treat the date of such contributions occurring in July 1st since it is the beginning of the month and the mid-year mark.

4.3.8 Failure to Contribute.

A. If a Partner fails to make a required Capital Contribution, the Partnership may exercise, on Notice to that Partner (the "Delinquent Partner"), one or more of the following remedies:

(1) taking such action, at the cost and expense of the Delinquent Partner, to obtain payment by the Delinquent Partner of the portion of the Delinquent Partner's Capital Contribution that is in default, together with interest on that amount at the Default Interest Rate from the date that the Capital Contribution was due until the date that it is made;

(2) permitting the Partners, in proportion to their Partnership Interests or in such other percentages as they may agree (the "Lending Partner," whether one or more), to advance the portion of the Delinquent Partner's Capital Contribution that is in default, with the following results:

a. the sum advanced constitutes a loan from the Lending Partner to the Delinquent Partner and a Capital Contribution of that sum to the Partnership by the Delinquent Partner,

b. the principal balance of the loan and all accrued unpaid interest is due and payable on the tenth day after written demand by the Lending Partner to the Delinquent Partner,

c. the amount lent bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued, is repaid to the Lending Partner,

d. all distributions from the Partnership that would be made to the Delinquent Partner shall be paid to the Lending Partner until the loan and all interest accrued have been paid in full,

e. the payment of the loan and interest accrued is secured by a security interest in the Delinquent Partner's Partnership Interest,

f. the Lending Partner has the right, in addition to the other rights and remedies granted to it under this Agreement or at law or in equity, to take any action, at the cost and expense of the Delinquent Partner, that the Lending Partner may deem appropriate to obtain payment by the Delinquent Partner of the loan and all accrued and unpaid interest;

(3) exercising the rights of a secured party under the Uniform Commercial Code of the US Virgin Islands; or

(4) exercising any other rights and remedies available at law or in equity.

B. Each Partner grants to the Partnership, and to the Lending Partner with respect to any loans made to that Partner, as security, equally and ratable for the payment of all Capital Contributions that Partner has agreed to make and the payment of all loans and interest accrued made by lending Partners to that Partner, a security interest in its Partnership Interest under the Uniform Commercial Code of the US Virgin Islands. On any default in the payment of a required Capital Contribution or in the payment of a loan or interest accrued, the Partnership or the Lending Partner, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the US Virgin Islands with respect to the security interest granted. Each Partner shall execute and deliver to the Partnership and the other Partners all financing statements and other instruments that the Partnership or the Lending Partner, as applicable, may request to effectuate and carry out the preceding provisions of this section. At the option of the Partnership or a Lending Partner, this Agreement or a carbon, photographic, or other copy of this Agreement may serve as a financing statement.

4.4 Capital Accounts.

4.4.1 Capital Accounts. One Capital Account shall be maintained for each Partner ("Capital Account"). The Capital Account of a Partner generally shall consist of the value of that Partner's original Contribution increased by (a) his additional Contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (i) distributions to them in reduction of their Partnership capital and (ii) his share of Partnership losses. This provision shall be construed to conform with and the Capital Account shall be adjusted in accordance with Treasury Regulations 1.704-1(b)(2)(iv). Capital Accounts shall not bear interest.

4.4.2 Carrying Value Adjustments.

A. If any additional Partnership Interests are to be issued for a contribution of Property or cash (other than a de minimis amount) or if any Property

or Distributable Cash (other than a de minimis amount) is to be distributed in liquidation of the Partnership or a Partnership Interest, the Capital Accounts of the Partners and the Carrying Value of all Property shall, immediately prior to such issuance or distribution, be adjusted (consistent with the provisions of Section 704(b) of the Code and the Treasury Regulations) upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to all Property (as if the Unrealized Gain or Unrealized Loss had been recognized upon actual sale of the Property upon a liquidation of the Partnership immediately prior to issuance).

B. If all or any portion of a Partnership Interest is transferred to a Permitted Transferee as a gift or deemed gift, the Capital Accounts of the Partners and the Carrying Value of all Property shall, immediately prior to such transfer, be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Property in a manner similar to that set forth in (1) of this subsection. The Capital Accounts and Carrying Values so determined shall be referred to as the “Section 704(c) Capital Accounts” and “Section 704(c) Carrying Values,” respectively. The Section 704(c) Capital Accounts and Section 704(c) Carrying Values shall thereafter be adjusted in the same manner as Capital Accounts and Carrying Values.

4.4.3 <u>Transfer of Capital Account</u>. Except as otherwise required by the Treasury Regulations under Code 704(b), in the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account and the Section 704(c) Capital Account of the transferor to the extent it relates to the transferred interest.

4.4.4 <u>Negative Capital Account</u>. No Partner will be required to restore a deficit in his Capital Account upon liquidation of the Partnership or the Partner's Partnership Interest. The General Partner may treat distributions in excess of a Partner’s basis as a loan.

4.5 <u>Drawing Accounts</u>. An individual drawing account shall be maintained for each Partner. All withdrawals made by a Partner (other than for salaries, reimbursement for expenses, and other like items supported by adequate consideration) shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account as follows:

A. A credit balance of a Partner's drawing account at year end shall constitute a Partnership liability to that Partner; it shall not constitute a part of his capital account nor increase his proportionate interest in the Partnership;

B. If, after the net profit or loss of the Partnership for the fiscal year is determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partnership to the extent of the Partner's Capital Account, and may be offset against it in the discretion of the General Partners.

Payment of any amount owing to the Partnership, if not offset against the Capital Account, shall be made in a manner and time determined by the Partners. Such obligations shall not be made payable on demand, and absent a determination to the contrary, the Default Interest Rate shall apply.

4.6 Profits or Losses.

4.6.1 General Allocations. Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction will be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Agreement. For the purposes of the Class A Partners, profits and losses shall be determined as if the Partnership Property, profits and losses constituted one total Pool ("Partnership Pool"), less any amounts necessary to satisfy the allocations to the QA Partners in the other sub-Pools comprising the Partnership Pool. As it relates to the Profits and Losses of any Pool of Partnership Property, Profits and Losses shall be allocated as defined herein. Whenever the Partnership is to pay any sum to any Partner, any amounts that Partner owes the Partnership may be deducted from that sum before payment.

4.6.2 Allocation of Profits and Losses. Profits and Losses shall be allocated among the Partners as follows:

A. First, Losses shall be allocated to the Partners in accordance with and in proportion to the Partners' proportionate defined Agreed Partnership Splits over a particular Pool but only to the extent of the Partners' Adjusted Capital Accounts.

B. Second, to the extent the allocation of Losses to a Partner would create an Adjusted Capital Account Deficit for that Partner, such Losses shall be allocated to the other Partners; if allowed under applicable law or regulations, in the following priority: first to the Class A Partners and otherwise to other QA Partners as the General Partner shall determine appropriate.

C. Third, Profits shall be allocated to the Partners in a cumulative amount equal to the prior cumulative Losses allocated to the Partners in a non-pro rata manner, if applicable.

D. Fourth, Profits shall be allocated to Partners in accordance with the written agreement covering the time period in question and a particular Pool covered by the above referenced agreement regarding such Partners' shares of Profits and Losses Interests over a particular Pool of Partnership Property (such agreement referenced herein being the "Agreed Partnership Splits").

E. Fifth, any remaining profits and losses shall be allocated to the Class A Partners in accordance with their proportion of overall Class A Partnership Interests.

E. Notwithstanding the preceding allocations, and to the extent the General Partners deem it necessary to insure that the Agreement and the allocations thereunder meet the requirements of Section 704 of the Code and the allocation Treasury Regulations, allocations of the following type and in the following priority will be made to the appropriate Partners in the necessary and required amounts as set forth in the Treasury Regulations under code Section 704(b) of the Code before any other allocations under this Section 4.6.2:

(1) Partner nonrecourse debt minimum gain chargeback under Treasury Regulations Section 1.704-2(i);

(2) Partnership minimum gain chargeback under Treasury Regulations Section 1.704-2(f) (provided that the General Partners may seek a waiver of such chargeback in appropriate circumstances under Treasury Regulations Section 1.704-2(i)(4) in its sole discretion);

(3) In the event any Partners unexpectedly receive any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5),or(6), items of Partnership income and gain to such Partners in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance any amounts Partners are obligated to restore under this Agreement or are treated as obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-1(b)(2)(ii)(h), 1.704-2(g), or 1.704-2(i)(5)) created by such adjustments, allocations, or distributions as quickly as possible and in a manner which complies with Treasury Regulations Section 1.704-1(b)(2)(ii)(d);

(4) Partner nonrecourse deductions under Treasury Regulations Section 1.704-2(i) which will in all cases be allocated to the Partner that bears economic risk of loss for the indebtedness to which such deductions are attributable; and,

(5) To the extent an adjustment to the adjusted tax basis of any Property under Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts under Treasury Regulations Section 1.704(b)(2)(iv)(m), the amount of the adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis), and the gain or loss will be specially allocated to the Partners in a manner consistent with the manner

in which their Capital Accounts are required to be adjusted under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

The allocations set forth in Section 4.6.2(5) of this Agreement (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. The Regulatory Allocations may affect results which would not be consistent with the manner in which the Partners intend to divide Partnership distributions. Accordingly, the General Partners are authorized to divide other allocations of Profits, Losses, and other items among the Partners so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Partners under Section 4.6 of this Agreement if such distributions were made in accordance with the Proportionate Partnership Interest of the Partners, but for application of the Regulatory Allocations. In general, the reallocation will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deductions, to the extent they exist, among the Partners so that the net amount of the Regulatory Allocations and the special allocations to each Partner is zero. The General Partners will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations. Pursuant to Treasury Regulations Section 1.752-3(a)(3), solely for purposes of determining each Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership (as defined in Regulations Section 1.752-3(a)(3)), each Partner's interest in Profits will be equal to his Proportionate Partnership Interest.

4.6.3 Transferor - Transferee Allocations; Section 754 Election. Income, gain, loss, deduction or credit attributable to any interest in the Partnership which has been transferred shall be allocated between the transferor and the transferee under any method allowed under Section 706 of the Code as agreed by the transferor and the transferee. The General Partners, at their discretion, may make the election provided under Section 754 of the Code and any corresponding provision of applicable state law.

4.6.4 Reliance on Advice of Accountants and Attorneys. The General Partners and Class A Partners shall have no liability to the Partners of the Partnership or to any other Person or Affiliate (and such other Persons hereby fully release the General Partners and Class A Partners) if they rely upon the written opinion of tax counsel or accounts retained by the Partnership with respect to all matters (including disputes) relating to characterizations, computations and determinations required to be made under this article or other provisions of this Agreement or in any tax returns, elections or filings. After all allocations under this article have been made the General Partners, in their discretion, shall reallocate income among the Partners to the least extent necessary to insure that the provisions of Code Section 704(e) and the Treasury Regulations have been fulfilled, especially Treasury Regulations Section 1.704-1(e)(3). To the extent that any Partner was allocated income which the Internal Revenue Service finally determines should have allocated to any other Partner under the principles of Code Section 704(e), whether by way of a guaranteed payment or otherwise, the second Partner intends and does designate the income as a gift to the first Partner.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

4.6.5 **Tax Allocations; Code section 704(c).** With regard to income, gain, loss, depreciation, depletion and cost recovery deductions for federal income tax purposes: In the case of a Contributed Property, such items will be allocated among the Partners in the manner provided in Section 704(c) of the Code and its Treasury Regulations to take account of the Built-In Gain and Built-In Loss at the time of contribution and, in the case of any Property the Carrying Value of which has been adjusted pursuant to Section 4.4 of this Agreement, such items will be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code and its Treasury Regulations to take into account differences between the Gross Asset Value and the adjusted tax basis of such property at the time of such adjustment. Allocations under this subsection are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses or other items or distributions under any provision of this Agreement.

4.6.6 **Partner Acknowledgement.** The Partners agree to be bound by the provisions of this Article in reporting their shares of Partnership income and loss for income tax purposes. They further agree that the Class A Partners and the General Partners shall have the sole determination power as it relates to any tax allocations or tax decisions except as may be limited herein or as agreed among the Class A Partners and other Partners with regard to any Partnership Interests. For so long as such tax allocations or decisions are in the best interests of the Partnership, then the Partners and the Partnership shall not be liable to any Partner for any adverse impact such decision or allocation creates on any Partner or their Affiliate.

4.6.7 **Election to be taxed as a Corporation.** Should the General Partner elect to have the Partnership taxed as a Corporation, a Subchapter S Corporation, or any other tax status which is now or may become available, then the Profits and Losses shall be allocated, the Capital Accounts shall be adjusted, and draws shall be permitted, only as allowed under the Code and the Treasury Regulations then applicable to such entity. The General Partner may amend this Agreement or issue revised policies and practices to comply with such tax election. The General Partner may amend this Agreement or issue revised policies and practices to comply with such tax election.

4.7 **Distributions.**

4.7.1 **General Distributions & Tax Distributions.** Subject to the other provisions of this Agreement, Distributable Cash may be distributed at the sole discretion of the General Partners among the Partners. Notwithstanding the foregoing, to the maximum extent possible without requesting additional capital or borrowing funds to do so, on or before the tenth (10th) day of January, April, June and September of each year with the intent to meet estimated tax payment obligations, the General Partner shall make minimum distributions of Distributable Cash to the Class A Partners in an amount equal to thirty five percent (35%) of the estimated Adjusted Allocated Taxable Income (as hereinafter defined)

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

of the Class A Partners for such Fiscal Year as determined through the end of the immediately preceding calendar quarter(s) (the "Tax Distribution"), less an amount equal other Distributions previously made in any such Fiscal Year (including any prior Tax Distributions). Any such distributions to the Partners shall be made in proportion to the Adjusted Allocated Taxable Income of each Partner. The "Adjusted Allocated Taxable Income" of a Partner shall be the estimated taxable income of the Partnership, if any, which is allocated to such Partner for the applicable period. Any overpayment of Tax Distributions made under this Section shall be carried over to subsequent Fiscal Years or time periods and treated as a current Tax Distribution until it is fully depleted against the current Tax Distributions.

4.7.2 No Interest. If any Partner does not withdraw the whole or part of his share of any cash or Property distribution, the Partner shall not be entitled to receive any interest without the consent of the General Partners. Further, such non-withdrawn amount may at the option of the General Partners become an Additional Capital Contribution, if otherwise permitted at that time.

4.7.3 Transferor - Transferee Shares. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to the transferred Partnership Interest which may have been transferred during any year shall be distributed to the holder of such Partnership Interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year.

4.7.4 Partner Loans. Notwithstanding the foregoing, if any Partner advances any funds or makes any other payment (which is approved or subsequently ratified by the General Partners) to or on behalf of the Partnership, not required in this Agreement, to cover operating or capital expenses of the Partnership which cannot be paid out of the Partnership's operating revenues, any advance or payment shall be deemed a loan to the Partnership by the Partner, bearing interest from the date of the advance or payment was made until the loan is repaid at the General Interest Rate, unless another rate is agreed to by the General Partners. All distributions of Distributable Cash shall first be distributed to the Partners making the loans until the loans have been repaid, together with interest. Thereafter, the balance of the distributions, if any, shall be made in accordance with the terms of this section. If distributions are insufficient to repay all loans as provided above, the funds available shall first be applied to repay the oldest loan and, if any funds remain available, the funds shall be applied in a similar manner to remaining loans in accordance with the order of the dates on which they were made; however, as to loans made on the same date, each loan shall be repaid pro rata in proportion that the loan bears to the total loans made on that date.

4.8 Limitation on Discretion to Make Distributions. The General Partners shall, on at least a quarterly basis, make a determination as to what Distributable Cash and/or Property is available for distribution to the Partners. They may base such determination on the need for the Property and Distributable Cash in the operation of the Partnership business, considering both current needs for operating capital, prudent reserves for future operating capital, current

investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership Business Purpose(s). General Partners, in determining the amount of Distributable Cash available for the payment of distributions, may take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing them within the limits of the Partnership's maintainable credit, the preservation of its capital as represented in the Property of the Partnership as a fund for the protection of its creditors, and the character of its surplus Property. Any contributed Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Property contributed to the Partnership or from the sale of any Property purchased with borrowed funds, or any reinvestment of any of the Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may then, to the extent deemed unnecessary for Partnership purposes by the General Partners under the foregoing standard, be distributed in accordance with this Agreement.

When distributions are made to the Class A Partners (or among a Class or group of QA Partners), they shall generally be made pro-rata according to their Partnership Interests therein (but also taking into account their Capital Account balance and prior draws from their drawing account or credit balances thereto so as to render all distributions pro-rata across time, which may not necessarily be equal in any one quarter or time period in question). By way of example, if the Partnership had two Partners with Partnership Interests that are 96.5% and 3.5%, and the Partner owning 3.5% had a prior credit balance of $1000 in their drawing account, then the General Partners could distribute $1000 first to the Partner owning 3.5% and thereafter would distribute all distributions according to the pro-rata Partnership Interests (or 96.5% and 3.5% respectively).

ARTICLE V
DISSOLUTION AND TERMINATION

5.1 **Events of Dissolution.** Except as otherwise provided in this Agreement, the Partnership shall be dissolved upon the occurrence of any of the following events:

A. an affirmative vote of a Majority in Interest of all Class A Partners;

B. The expiration of the stated term of the Partnership;

C. A Partner dies, is expelled, becomes a Bankrupt Partner, or dissolves and the Partnership is not otherwise continued as provided herein;

D. Any other event occurs that terminates the continued Partnership of a Partner in the Partnership (including an event by which the Partner Disposes of his Partnership Interest or otherwise is deemed an Assignee) and the Partnership is not otherwise continued as provided herein;

E. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law under the Act;

F. Any other event causing dissolution under the Act but not explicitly covered herein.

5.2 <u>Limitation on Event of Dissolution</u>. Notwithstanding Section 5.1, the Partnership shall not dissolve upon the occurrence of an event that would otherwise result in dissolution under Section 5.1(B),(C) or (D) when there is at least one remaining Partner, and the business of the Partnership is continued by the consent of a Majority in Interest of the remaining Partners, in accordance with the Act. Any failure to vote on such an instance coupled with continued operations of the Partnership shall be deemed the affirmative act required herein to continue the Partnership.

5.3 <u>Winding Up</u>. In the event of dissolution, the remaining General Partners or Partners who have not wrongfully caused the dissolution shall wind up the affairs of the Partnership or designate a Liquidator for such purpose. The Liquidator acting to wind up the business shall have all rights available to the General Partners hereunder, all rights available under the Act, and all further rights not expressly prohibited by law including but not limited to the full right and unlimited discretion, for and on behalf of the Partnership:

1. to prosecute and defend civil, criminal or administrative suits;

2. to collect Partnership Property and assets, including obligations owed to the Partnership;

3. to settle and close the Partnership's business;

4. to dispose of and convey all Partnership Property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales of Partnership Property, having due regard for the activity and condition of the relevant market and general financial and economic conditions,

5. to pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Partnership Property;

6. to discharge the Partnership's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership;

7. to distribute any remaining Partnership Property (or proceeds from the sale of Partnership Property) to the Partners;

8. to prepare, execute, acknowledge and file a certificate of dissolution under the Law and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Partnership; and

9. to exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Partners under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator (if not the Partners) shall not be liable to the Partners and shall, while acting in such capacity on behalf of the Partnership, be entitled to the indemnification rights set forth in Article XIV hereof.

On any voluntary dissolution, or upon expiration of the Partnership term, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The Partnership assets shall be applied as provided in the Act.

5.3.1 <u>Gains or Losses in Process of Liquidation</u>. Any gain or loss on Disposition of Partnership Property in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses.

5.3.2 <u>Method of Division Upon Liquidation or Sale</u>. In the event of: 1) a liquidation Partnership or 2) the sale of all or substantially all of the Partnership Property, the proceeds shall be distributed among the Partners as follows:

1. to the extent permitted by law, to satisfy Partnership liabilities to creditors of the Partnership, whether by payment or establishment of reserves;

2. to satisfy Partnership obligations to Partners including but not limited to loans made by a Partner to the Partnership or past due Partnership distributions;

3. in an amount necessary to zero out a Partner's Capital Account provided that such Capital Account or Partnership Interest may be subject to a Preference in which case, the amount of the Preference shall be allocated to the Person holding the Preference; and

4. thereafter all remaining proceeds shall be distributed to the Partners in proportion to their Partnership Interests.

For purposes of this Agreement the term "Preference" means the fair market value attributable solely to the Interest of a Partner assigning such Partnership Interest to another Partner (as approved by the Partnership), provided that such Preference is clearly intended to grant the holder of the Preference the right to collect an amount equal to the fair market value of the Partnership Interests as of the date they were assigned to the receiving Partner from the Partnership at the liquidation or sale of all or substantially all of the Partnership Property (less any consideration paid in advance of such for the Partnership Interests or to reduce such Preference). In the event a Preference is granted to an assigning Partner, then the Partner who receives such Partnership Interests subject to the Preference shall receive only those amounts upon liquidation or sale which are in excess of the Preference amount.

ARTICLE VI
MANAGEMENT

6.1 Management by General Partners.

6.1.1 Management by General Partners. The Partnership is to be managed by General Partners. In the case of multiple General Partners, no actions may be taken by an individual General Partner or group of General Partners without a formal vote of the General Partners unless such General Partner has an explicit authorization from the Partnership to take such actions without consent. In the absence of such an authorization, any action, prior to such action being taken must be submitted to all of the General Partners in the manner prescribed for making decisions and taking actions in this Agreement. Except for situations in which the approval of the Partners is required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of this Article, (i) the powers of the Partnership shall be exercised by or under the authority of, and the business and affairs of the Partnership shall be managed under the direction of, the General Partners; and (ii) the General Partners may make all decisions and take all actions for the Partnership not otherwise provided for in this Agreement, including, *without limitation*, the following:

A. entering into, making, and performing contracts, agreements, and other undertakings binding the Partnership that may be necessary, appropriate, or advisable in furtherance of the purposes of the Partnership and making all decisions and waivers thereunder;

B. opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

C. maintaining the assets of the Partnership in good order;

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

D. collecting sums due the Partnership;

E. to the extent that funds of the Partnership are available therefore, paying debts and obligations of the Partnership;

F. acquiring, utilizing for Partnership purposes, and selling or otherwise disposing of any Property of the Partnership, including *without limitation* real estate, securities, futures, and options;

G. borrowing money, pledging assets, utilizing margin accounts, or otherwise committing the credit or assets of the Partnership for Partnership activities and voluntary prepayments or extensions of debt;

H. selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

I. obtaining insurance for the Partnership;

J. determining distributions of Partnership cash and other property;

K. admitting new Partners, approving assignments of Partnership Interests or establishing criteria for either of such, including as to any and all QA Partners.

6.1.2 Limitations on General Partners. The provisions of Section 6.1.1 notwithstanding, the General Partners may not cause the Partnership to do any of the following without complying with the applicable requirements set forth below:

A. sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all of substantially all the Partnership's property and assets (with or without good will), other than in the usual regular course of the Partnership's business, without complying with the applicable procedures set forth in the Act, including, without limitation, the requirement in the Act regarding approval by the Partners (unless such provision is rendered inapplicable by another provision of applicable law); and

B. be a party to (i) a merger, or (ii) an exchange or acquisition as described in the Act, without complying with the applicable procedures set forth in the Act.

6.2 Delegation of Management.

6.2.1 General Partners May Delegate Authority. In managing the business and affairs of the Partnership and exercising its powers, the General Partners may act (i)

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

collectively through meetings and written consents; (ii) through committees; and (iii) through Administrators, Officers or individual General Partners to whom authority and duties may be delegated. Additionally, the General Partners may grant an employee or other agent the authority to sign checks or take action for the Partnership.

6.2.2 Delegation to Committees. The General Partners may, from time to time, designate one or more committees, each of which shall be comprised of one or more General Partners. Any such committee, to the extent provided in such resolution or in the Articles or this Agreement, shall have and may exercise all of the authority of the General Partners, subject to the limitations set forth in the Act. At every meeting of any such committee, the presence of a majority of all the Partners thereof shall constitute a quorum, and the affirmative vote of a majority of the Partners present shall be necessary for the adoption of any resolution. The General Partners may dissolve any committee at any time, unless otherwise provided in the Articles or this Agreement.

6.2.3 Delegation to Officers. The General Partners may, from time to time, designate one or more Persons to be an Officer ("Officer") of the Partnership, who shall perform (1) the duties provided in this Agreement for such office generally, and (2) any specific delegation of authority and duties made to such Officer by the General Partners. Generally, and unless otherwise stated by the Partnership, the duties and types of Officers would be as follows:

6.2.3.1 President. The General Partners may appoint at any time a President. Alternatively the Partners or General Partners may name one or more General Partners to serve as an "Operating General Partner" or "Administrator" and hold all the powers of a President (such terms being used interchangeably herein). The President shall be the chief executive Officer of the Partnership responsible for the general overall supervision of the business and affairs of the Partnership. The President shall, when present, preside at all meetings of the Partners. The President may sign, on behalf of the Partnership, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed, by the General Partners or the Partners, except in cases where the signing or execution thereof shall be expressly otherwise delegated by or reserved to the Partners, or the General Partners, or by this Agreement, or by any statute. In general, the President shall perform all duties as may be prescribed by the General Partners from time to time and shall have the following specific authority and responsibility:

A. The President shall effectuate this Agreement and the actions and decisions of the General Partners;

B. The President shall direct and supervise the operations of the Partnership;

C. The President, within such parameters as may be set by the General Partners, shall establish such charges for services and products of the Partnership as may be necessary to provide adequate income for the efficient operation of the Partnership;

D. The President, within the budget established by the General Partners, shall set and adjust wages and rates of pay for all personnel of the Partnership and shall appoint, hire and dismiss all personnel and regulate their hours of work;

E. The President shall keep the General Partners advised in all matters pertaining to the operation of the Partnership, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report at each regular meeting and at other times as may be directed by the General Partners;

6.2.3.2 Other Officers. The Partnership may, at the discretion of the General Partners, have additional Officers including, without limitation, one or more Vice-Presidents, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Partners or General Partners. One Person may hold two or more offices. When the incumbent of an office is (as determined by the incumbent himself or by the General Partners or Partners) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the Person specified by the General Partners.

6.2.3.3 Election and Tenure. The General Partners may operate the Partnership without electing Officers. During anytime which the General Partners choose to have Officers, the Officers of the Partnership may be elected annually by the General Partners, but annual elections shall not be required. Each Officer shall hold office from the date of his election until his successor is elected, unless he resigns or is removed.

6.2.3.4 Resignations and Removal. Unless there is an agreement the contrary, any Officer may resign at any time by giving written Notice to the General Partners and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the General Partners with or without cause.

6.2.3.5 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the General Partners. During any time that an office is not filled, the General Partners shall perform the duties of that office, or assign those duties to another office.

6.2.3.6 Salaries. The salaries of the Officers shall be fixed from time to time by the General Partners and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Partner or a General Partner of the Partnership.

6.3 Number and Term of General Partners. The number of General Partners of the Partnership shall be determined from time to time by resolution of the General Partners or the Class A Partners, including Limited Partners; provided, however, that no decrease in the number of General Partners or that would have the effect of shortening the term of an incumbent General Partner may be made by the General Partners. If the General Partners make no such determination, the number of General Partners shall be the number set forth in the Articles as the number of General Partners constituting the initial General Partners or as may be specified by a vote of the Class A Partners. Each General Partner shall hold office for the term for which elected and thereafter until such General Partner's successor shall have been elected and qualified, or until such General Partner's earlier death, resignation or removal. Unless otherwise provided in the Articles, General Partners need not be Partners or residents of the US Virgin Islands.

6.4 Classification of General Partners. By affirmative vote of the General Partners or by affirmative vote of the holders of a Majority in Interest, this Agreement may provide that the General Partners shall be divided into two or more Classes, each Class to be as nearly equal in number as possible, the terms of office of General Partners of the first Class to expire one year, that of the second Class to expire two years after their election, and that of the third Class, if any, to expire three years after their election. If this classification of General Partners is implemented, (1) the whole number of General Partners of this Partnership need not be elected annually, and (2) annually after such classification, the number of General Partners equal to the number of the Class whose term is expiring shall be elected to succeed them.

6.5 Removal. Any and all General Partners may be removed, either for or without Cause, at any special meeting of Partners by the affirmative vote of a Majority in Interest entitled to vote at elections of General Partners (specifically, the Class A Partners). The Notice calling such meeting shall give Notice of the intention to act upon such matter, and if the Notice so provides, the vacancy caused by such removal may be filled at such meeting by vote of a Majority in Interest entitled to vote for the election of General Partners.

6.6 Resignations. Any General Partner may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified then at the time of its receipt by the President, or the remaining General Partners, or if there are none then by the Partners. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. If a General Partner resigns their Interest shall be converted to that of a Limited Partner.

6.7 Vacancies. Any vacancy occurring in the General Partners may be filled by the affirmative vote of a majority of the remaining General Partners, though less than a quorum of the General Partners. A General Partner elected to fill a vacancy shall be elected for the unexpired term

of the General Partner's predecessor in office. Any General Partner position to be filled by reason of an increase in the number of General Partners shall be filled by a Majority in Interest of the Class A Partners.

6.8 **Place of Meetings.** Meetings of the General Partners, regular or special, may be held either within or without the US Virgin Islands.

6.9 **Approval or Ratification.** The General Partners in their discretion may submit any act or contract for approval or ratification at any special meeting of the Partners called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by a Majority in Interest shall be as valid and as binding upon the Partnership and upon all the Partners as if it shall have been approved or ratified by every Partner of the Partnership.

6.11 **Compensation.** By resolution of the General Partners, the General Partners may be paid their expenses, if any, of attendance at each meeting of the Partners and may be paid a fixed sum for attendance at each meeting of the Partners or a stated salary as General Partner. No such payment shall preclude any General Partner from serving the Partnership in any other capacity and receiving compensation therefor. Limited Partners of any special or standing committees may, by resolution of the General Partners, be allowed compensation for attending committee meetings.

ARTICLE VII
MISCELLANEOUS

7.1 **Notice.** Unless another method or time period is prescribed herein, any "Notice" required or permitted to be given pursuant to the provisions of the Act, the Articles, or this Agreement shall be effective as of the date personally delivered or, if sent by mail, on the date that is seventy two (72) hours after it is deposited with the United States Postal Service (or another reputable courier), prepaid and addressed to the intended receiver at his last known address as shown in the records of the Partnership. Additionally, the parties may give Notice by fax or email to the regularly known and monitored fax number or email of the intended recipient. In the case of notice by fax or email, the Notice shall be deemed received on the date that is seventy two (72) hours after it is sent to the intended recipient (provided however, that the recipient may notify the Partnership that notice, including response via auto responder, using email or fax shall be ineffective for short periods of time – i.e., while traveling, etc. – in which case, Notice if delivered by this method shall not be effective until 72 hours after such period of absence expires). Any such delivery contemplated herein shall constitute proper "Notice" under this Agreement.

7.2 **Waiver of Notice.** Whenever any Notice is required to be given pursuant to the provisions of the Act, the Articles or this Agreement, a waiver thereof, in writing, signed by the Persons entitled to such Notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such Notice. Attendance at a meeting shall be deemed waiver of Notice regarding that meeting.

7.3 Indemnification by Partnership for Partners or General Partners. The Class A Partners and the General Partners shall be entitled to all indemnification authorized or allowed by the Act. The Partnership shall indemnify, save and hold harmless the Class A Partners and the General Partners together with its Designated Key Persons, other Affiliates, Officers, directors, partners, employees, and agents from any Proceeding, loss, damage, claim or liability, including but not limited to direct and indirect costs and reasonable attorneys' fees and expenses, incurred by them by reason of any act performed by the Person on behalf of the Partnership or in furtherance of the Business Purpose and which are not gross negligence, fraud, intentional misconduct, or extreme bad faith; provided, however, that this indemnity from the Partnership shall be satisfied out of Partnership Property and other insurance contracts only. As to all other Persons, The Partnership, at the resolution of the General Partners, may indemnify any Person who was or is a party/defendant or is threatened to be made a party/defendant to any Proceeding (other than an action by or in the right of the Partnership) by reason of the fact that he is or was a Partner, General Partner, Designated Key Person, Officer, employee or agent of the Partnership, or is or was serving at the request of the Partnership, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such Proceeding. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not in itself create a presumption that the Person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Partnership and, with respect to any criminal action or Proceeding, had reasonable cause to believe that his conduct was unlawful.

Each of the Partners and its Designated Key Persons, other Affiliates, Officers, directors, partners, Partners, General Partner, employees, and agents shall indemnify, save and hold harmless the Partnership and its Affiliates from any Proceeding, loss, damage, claim or liability, including but not limited to direct and indirect costs and reasonable attorneys' fees and expenses, incurred by them by reason of any act performed by the Person which involve gross negligence, fraud, extreme bad faith, or misconduct.

7.4 Indemnification Funding. The Partnership shall fund the indemnification obligations provided by Section 7.3 in such manner and to such extent as the General Partners may from time to time deem proper, including obtaining insurance for such obligations or potential obligations.

7.5 Duty of Care. No Class A Partner or General Partner, except as to another Class A Partner (or another General Partner of the same Class), shall be liable for any act or omission except those resulting from gross negligence, fraud, extreme bad faith, or intentional malfeasance. To the maximum extent allowed by law, such Persons will not owe (and all Partners of the Partnership expressly disclaim and/or release) any fiduciary duty to the Partnership or any Partner or General Partner. To the maximum extent allowed by law, such Persons will not owe (and all Partners and the Partnership expressly disclaim and/or release) any and all other duties (including a duty of loyalty and a duty of care) to the Partnership or to any Partner or General Partner. Despite the disclaimer and release contained herein, if such Persons are found to owe a duty of loyalty, a duty of care, and/or other duties to anyone else which may not be disclaimed by agreement then such duty shall still be curtailed, defined or disclaimed to the maximum extent allowed by law and any definitions

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

or thresholds which are applicable and allowed by such shall be construed so as to minimize the duties owed to the maximum extent allowed by law at the time of the action in question. To the maximum extent allowed by law the business decisions of such Persons shall not be questioned. Specifically and by way of example, any violations of the duty of care or the duty of loyalty, or any other duty imposed upon any Persons which may not be disclaimed or released by agreement, shall be expressly limited to those instances where the Person acts with gross negligence, extreme bad faith, fraud, or intentional malfeasance.

To the extent applicable state law will permit, a General Partner or other Person who succeeds another will be responsible only for the Property and Records delivered by or otherwise acquired from the preceding Person and may accept as correct the Records of the preceding Person without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors and omissions.

7.6 **Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

7.7 **Articles and Other Headings.** The Articles and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation.

7.8 **Reimbursement of Officers, General Partners and Partners.** Officers, General Partners and Partners shall generally receive reimbursement for nominal expenses reasonably incurred in the performance of their duties, as determined by the General Partner.

7.9 **Construction.** All references to articles and sections refer to articles and sections of this Agreement (unless stated otherwise that they apply to the Act or the Articles), and all references to exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes. No preference shall be given to one party by virtue of the fact that such party did not draft this Agreement nor shall any bias be placed against the drafter. No failure by any Person to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any breach or any other covenant, duty, agreement or condition.

7.10 **Venue and Attorney's Fees**. Any dispute arising hereunder or among the Partners or General Partners (or their Affiliates) shall be resolved in the courts of Harris County, Texas. Except as otherwise provided in this Agreement, in the event a dispute arises between any Persons hereto (or their Affiliates), the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred. **ALL PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY TEXAS STATE DISTRICT COURT SITTING IN HARRIS COUNTY, TEXAS, UNITED STATES OF AMERICA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENTS, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR**

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE DISTRICT COURT, (II) WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS, (III) WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (IV) TO THE GREATEST EXTENT ALLOWED BY UNITED STATES LAW CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS, SUMMONS, NOTICE OR DOCUMENT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE ADDRESS FOR THE PARTY SPECIFIED IN THIS AGREEMENT AND (V) AGREES THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW WITHOUT NECESSITY OF REHEARING THE MERITS OF SUCH. SHOULD IT BE NECESSARY, AND AT THE REQUEST OF ANOTHER PARTNER OR GENERAL PARTNER, ALL PARTIES AGREE TO PROMPTLY APPOINT AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF TEXAS AND TO INFORM GENERAL PARTNER OF ITS SELECTION OF SUCH AGENT. Each Party further agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that the other Parties hereto shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to the Party at law or in equity. Each Party further agrees not to oppose the granting of such relief, and hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

7.11 **Power of Attorney.** Each Partner, and any Assignee or transferee of their Interest in the Partnership, irrevocably makes, constitutes and appoints the General Partners, including any Successor General Partners, and each of them, now or hereafter serving, with full power of substitution, as their true and lawful attorneys-in-fact and agents, for them and in their name, place and stead and for their use and benefit. Any such agent may sign, execute, certify, acknowledge, file and/or record in the name, place and stead of such Partner or his successor in Interest, this Agreement, and all appropriate instruments amending or related to the Partnership property or this Agreement as now and as hereafter amended, including, without limitation instruments necessary to: (i) reflect the exercise by the General Partner of any of the powers granted to the General Partner under this Agreement; (ii) reflect any amendments duly made to the Agreement; (iii) reflect the admission to the Partnership of a substituted Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; (iv) continue the Partnership's value existence; (v) reflect the Partnership's dissolution and termination in accordance with the Agreement; or (vi) comply with this Agreement or the laws of the US Virgin Islands or any other jurisdiction or governmental agency. Each Partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing as fully as such Partner might or could do if personally present and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be deemed to be coupled with an interest and irrevocable, and it shall survive the death, dissolution, incompetency or legal disability of any Partner (or their Designated Key Person) and shall extend to their heirs, executors, successors and assigns. The power of attorney may be exercised by an agent in any manner, including exercise by facsimile signature. This power of attorney does not enlarge the powers of the Partners or General Partners under the other terms of this Agreement.

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

7.12 Amendments. This Agreement may be altered, amended, restated, or repealed and a new Agreement may be adopted by vote of a Majority in Interest of all of the Class A Partners provided that: (a) an amendment or modification reducing a Partner's interest in prior allocated profits or losses (except as otherwise provided by this Agreement) is effective only with that Partner's consent and (b) an amendment or modification reducing the required measure for any consent or vote in this Agreement is effective only with the consent or vote of Partners having the requisite Partnership Interests or other measure previously required. No Partner shall unreasonably withhold, delay or condition their consent to a proposed amendment which would not have a material adverse effect on them.

7.13 Severance. In the event any sentence or paragraph of this Agreement is declared by a court to be void or by the Internal Revenue Service, for the purposes of Section 2704 of the Code, to be non-effective, that sentence or paragraph shall be deemed severed from the remainder of the Agreement, and the balance of the Agreement shall remain in effect. This provision shall not prohibit the Partnership or any Partner from contesting a determination of non-effectiveness of any provision of this Agreement by the Internal Revenue Service.

Further, It is understood and agreed that, should any portion of any clause or paragraph of this Agreement be deemed too broad to permit enforcement to its full extent, or should any portion of any clause or paragraph of this Agreement be deemed void (as against public policy or for any other reason) or unconscionable such that it is unenforceable (including any item which would cause an unintended tax consequence under the Code) in the manner it is herein written, then said clause or paragraph will be reformed by the General Partner and enforced to the maximum extent permitted by law in a manner that is as close as possible to the original intent of the parties. Additionally, if any of the provisions of this Agreement are ever found by a court of competent jurisdiction to exceed the maximum enforceable (i) periods of time, (ii) geographic areas of restriction, (iii) scope of non-competition or non-solicitation and/or (iv) description or identification of the Partnership's business, or for any other reason, then such unenforceable element(s) of this Agreement will be reformed and reduced to the maximum periods of time, geographic areas of restriction, scope of non-competition or non-solicitation and/or description of the Partnership's business that is permitted by law. In this regard, any unenforceable, unreasonable and/or overly broad provision will be reformed and/or severed so as to permit enforcement of this Agreement to the fullest extent permitted by law and in conformity to the nearest legal alterative to that of the Partners' original Agreement.

7.14 Disclosure. Each Partner hereby agrees and acknowledges that: (a) The General Partner has retained legal counsel in connection with the formation of the Partnership and expects to retain legal counsel (collectively, "Firms") in connection with the operation of the Partnership, including making, holding and disposing of investments; (b) Except as otherwise agreed to by the General Partner in writing in its sole discretion, the Firms are not representing and will not represent the Partners in connection with the formation of the Partnership, the offering of Partnership Interests, the management and operation of the Partnership, or any dispute that may arise between any Partner on one hand and the General Partner and/or the

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Partnership on the other (the "Partnership Legal Matters"). Except as otherwise agreed to by the General Partner in writing in its sole discretion, each Partner will, if it wishes counsel on a Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel; (c) Each Partner hereby agrees that the Firms may represent the General Partner and the Partnership in connection with any and all Partnership Legal Matters (including any dispute between the General Partner and one or more Partner) and waives any present or future conflict of interest with Firms regarding Partnership Legal Matters arising by virtue of any representation or deemed representation of such Partner or the Partnership on account of Firm's representation described in subsection (a) above; provided, however, that the Partners are not hereby agreeing to Firm's representation of the Partnership in a derivative action on their behalf against the General Partner. Each of the parties acknowledge that they: (1) were urged in advance by the Attorney and Firm who prepared this Agreement and the other Records on behalf of the Partnership, both now and as to Records or amendments in the future, to secure separate independent legal counsel in connection with signing and making this Agreement and its effect upon each of them and/or their marital property, (2) has carefully read and understood the provisions of this Agreement, (3) understands that his or her marital rights in property may be adversely affected by this Agreement, (4) is signing and making this Agreement voluntarily, (5) has been provided a fair and reasonable disclosure of the property and financial obligations of any other Party hereto including the Partnership, and (6) hereby voluntarily and expressly waives in this writing any right to disclosure of the property and financial obligations of the other Partners beyond the disclosure provided.

7.15 Entire Agreement. THIS AGREEMENT (TOGETHER WITH THE OTHER WRITTEN ANCILLARY AGREEMENTS) CONTAINS THE ENTIRE AGREEMENT AMONG THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. IT SUPERSEDES ALL PRIOR WRITTEN AND ORAL AGREEMENTS AND UNDERSTANDINGS AMONG THE PARTIES HERETO REGARDING SAME AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES OR ANY TERM SHEETS BETWEEN THE PARTIES ALL THE TERMS AND CONDITIONS OF WHICH ARE SUPERSEDED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.16 Execution. This Agreement may be executed in multiple counterparts, any one of which shall be an original. In the event certain Persons executed separate counterparts, all so executed shall constitute one Agreement, binding on all the Persons hereto, despite the failure of a Person to sign all counterparts separately. The parties hereto shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate, in the discretion of the General Partners, to achieve the purposes of this Agreement.

[Remainder of page left blank. Signatures on next page]

CERTIFICATION

THE UNDERSIGNED, being the all of the Partners of **RAIDEN COMMODITIES, LP**, a US Virgin Islands Limited Partnership, hereby evidence their adoption and ratification of the foregoing Agreement of the Partnership.

Effective Date: July 30, 2013

GENERAL PARTNER:

RAIDEN COMMODITIES I, LLC

DocuSigned by:
Adam Sinn
31AE81A90BCA4B9...

BY: **ADAM C. SINN**, Manager

LIMITED PARTNER:

SINN LIVING TRUST, **dated November 9, 2012**

DocuSigned by:
Adam Sinn
31AE81A90BCA4B9...

BY: **ADAM CLARK SINN**, Trustee

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

EXHIBIT "A"

Partner(s)	Percentage	Capital
RAIDEN COMMODITIES I, LLC (Class A General Partner)	**1%**	**$10**
SINN LIVING TRUST, dated November 9, 2012 (Class A Limited Partner)	**99%**	**$990**

EXHIBIT B
DESIGNATED KEY PERSON(S)

ADAM CLARK SINN as to their direct or indirect interest in the Partnership, including that which is by or through the **SINN LIVING TRUST**, dated November 9, 2012**.**

EXHIBIT C

PRIMARY OPERATING COMPANIES

RAIDEN COMMODITIES 1, LLC, a Puerto Rico limited liability company
RAIDEN COMMODITIES, LP, a US Virgin Islands Limited Partnership
3S REAL ESTATE INVESTMENTS, LLC, a Texas limited liability company
ASPIRE CAPITAL MANAGEMENT, LLC, a Texas limited liability company
ASPIRE COMMODITIES 1, LLC, a Puerto Rico limited liability company
ASPIRE COMMODITIES, LP, a Texas limited partnership
POSEIDEN COMMODITIES, LLC, a US Virgin Islands limited liability company
RURAL ROUTE 3 HOLDINGS, LP, a Texas limited partnership
RURAL ROUTE 3 MANAGEMENT, LLC, a Texas limited liability company
XS CAPITAL INVESTMENTS, LP, a Texas limited partnership
XS CAPITAL MANAGEMENT, LLC, a Texas limited liability company

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

EXHIBIT D

SPOUSAL ASSENT AND AFFIRMATION

The undersigned Spouse ("Spouse") of **___________________________** ("Partner," herein although such "Partner" may simply be a Designated Key Person and/or be an owner indirectly including indirect ownership through various other entities, Affiliates, parents or subsidiaries), hereby signs this **ASSENT AND AFFIRMATION** ("Assent") and joins in the execution of that certain Partnership Agreement dated July 30, 2013, as may be amended from time-to-time ("Agreement") for the purposes of evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement; and affirming and/or re-affirming, as the case may be, the corporate documentation contained Partnership's corporate Records ("Records"), including but not limited to any restrictions on transfer of an interest or rights of repurchase surrounding spouses.

The Partner is a Partner, Designated Key Person or potential Partner of **RAIDEN COMMODITIES, LP** ("Partnership"). Specifically, and without limiting the generality of the forgoing, Partner likely has an indirect interest in the Partnership through ownership in **____.** This Assent applies to the Partnership (together with its affiliates, successors and assigns, and all of the other Primary Operating Companies) and any current or future Interests of the Partner and/or the Spouse, if any, therein.

By their signature below, Spouse desires to bind his or her separate or community property interest, if any, in any interest or right in the Partnership to the performance of the Agreement and Records, as the same may be amended and updated from time to time by vote of the Partners or actions of the General Partners. Spouse hereby agrees that in the event of the Partner's death, or the occurrence of any other event as provided in the Agreement or Records, the covenants made therein shall be, and hereby are, accepted as binding on him or her individually and upon all Persons ever to claim under or on behalf of Spouse. This Assent is intended solely as an assent, affirmation and/or reaffirmation of the Agreement and the Records. It is not intended to, and shall not be construed as, conferring, confirming or creating any separate or community property interest in any ownership interest of the Partnership in favor of the Partner's Spouse. Moreover, as is consistent with the Records, no further consent or signature of Partner's Spouse shall be required with respect to any future action taken by such Partner or the Partnership under or in connection with this Agreement, the Records or the Partnership. This Assent is requested out of an abundance of caution and only as a clarification as to this particular Agreement and an affirmation and/or reaffirmation as to the Records.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON PROCEEDING PAGES.]

Effective Date: _____________________.

____

Spouse Name: _____________________________

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

EXHIBIT E

CONSENT OF DESIGNATED KEY PERSON(S)

The undersigned Key Person ("Key Person") of ____________________("Partner") as to that ownership of Key Person which by, through or with Partner directly or indirectly is attributable to Key Person and/or Partner (including indirect ownership through various other entities, parents or subsidiaries and further including any future or after acquired Interest, which may or may not be owned in the same manner as the initial Interests), hereby signs this **CONSENT OF DESIGNATED KEY PERSON(S)** ("Consent") and joins in the execution of that certain Partnership Agreement dated July 30, 2013, as may be amended from time-to-time ("Agreement") for the purposes of evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement; and affirming and/or re-affirming, as the case may be, the corporate documentation contained Partnership's corporate Records, including but not limited to any restrictions on transfer of an interest or rights of repurchase. Key Person consents to be a Designated Key Person as defined in the Partnership Agreement. Specifically, and without limiting the generality of the forgoing, Key Person likely has an indirect interest in the Partnership through ownership in ____.

The Partner is a Partner, Assignee or potential Partner of **RAIDEN COMMODITIES, LP** ("Partnership"). This Consent applies to the Partnership (together with its Affiliates, successors and assigns, and all of the other Primary Operating Companies) and any current or future interests of the Partner and/or the Key Person, if any, therein (whether directly or indirectly, including through an Affiliate).

By their signature below, Key Person desires to bind his or her self and his or her direct or indirect Partnership Interest to the performance of the Agreement and Records, as the same may be amended and updated from time to time by vote of the Partners or actions of the General Partners. Key Person hereby agrees that in the event of the Key Person's death, or the occurrence of any other event applicable to them or a Partner as provided in the Agreement or Records, the standards and covenants made therein shall be, and hereby are, applicable to the Key Person and are accepted as binding on him or her individually and upon all Persons ever to claim under or on behalf of Key Person (including by or through an Affiliate). This Consent is not intended to, and shall not be construed as, conferring, confirming or creating any separate or new Interest by the Key Person in any ownership Interest of the Partnership. Moreover, as is consistent with the Records, no further consent or signature of the Key Person shall be required with respect to any future action taken by such Partner or the Partnership under or in connection with this Agreement, the Records or the Partnership.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON PROCEEDING PAGES.]

DocuSign Envelope ID: 13C6D9F6-E1BA-4F13-9820-0E5DFB09D79C

Effective Date: _____________________.

____

Printed Name: ____________________________

EXHIBIT A-3

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

ASPIRE COMMODITIES, LP

A Texas Limited Partnership

FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT

Effective Date: September 5, 2013

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

DISCLAIMER:

THE UNDERLYING SECURITIES CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS HAVE NOT BEEN REGISTERED UNDER TEXAS OR PUERTO RICO SECURITIES LAWS, THE LAWS OF ANY OTHER STATE OR WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 ("SECURITIES ACT") AND THE CORRESPONDING SECURITIES LAWS IN ANY APPLICABLE STATE. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS. CERTAIN RESTRICTIONS ON TRANSFERS OF INTEREST ARE SET FORTH IN THIS PARTNERSHIP AGREEMENT AND THE ANCILLARY AGREEMENTS.

THE PARTNERS EACH ACKNOWLEDGE THAT THIS AGREEMENT HAS BEEN PREPARED BY FERGUSON BRASWELL & FRASER, PC, KB CARLTON, PLLC, AND IN COOPERATION WITH OTHER ATTORNEYS OR AFFILIATES (COLLECTIVELY, ALL OF THE ABOVE LIST BEING THE "**FIRM**"), SUCH BEING LEGAL COUNSEL FOR THE PARTNERSHIP, AND THAT, IN CERTAIN INSTANCES, CIRCUMSTANCES MIGHT EXIST OR MAY LATER OCCUR WHICH COULD RESULT IN ACTUAL OR PERCEIVED CONFLICTS OF INTEREST BETWEEN OR AMONG ONE OR MORE OF THE PARTNERS, GENERAL PARTNERS, OFFICERS AND/OR THE PARTNERSHIP. ACCORDINGLY, EACH AND EVERY PERSON INVOLVED WITH THE PARTNERSHIP HAS BEEN ENCOURAGED TO SEEK THE COUNSEL OF HIS, HER OR ITS OWN ATTORNEYS OR OTHER ADVISORS. IN ADDITION TO THE FOREGOING ACKNOWLEDGEMENTS, EACH PARTNER ACKNOWLEDGES THAT HE/SHE/IT HAS BEEN ADVISED THAT FIRM CURRENTLY REPRESENTS, AND WILL CONTINUE TO REPRESENT, OTHER ENTITIES WHICH ARE OWNED, IN WHOLE OR IN PART, BY SOME OR ALL OF THE PARTNERS, GENERAL PARTNERS OR OFFICERS OF THE PARTNERSHIP OR THEIR AFFILIATES. EACH PARTNER CONSENTS TO THE PREPARATION OF THIS AGREEMENT BY THE FIRM, AND JOINTLY WAIVES (I) TO THE EXTENT SUCH RIGHT HAS NOT BEEN EXERCISED, THE RIGHT TO RETAIN SEPARATE LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION, PREPARATION, REVIEW AND EXECUTION OF THIS AGREEMENT, AND (II) THE RIGHT TO LATER ASSERT ANY SUCH CONFLICT OF INTEREST AGAINST THE PARTNERSHIP, ITS GENERAL PARTNERS, PARTNERS REPRESENTED BY THE FIRM, OR THE FIRM ITSELF IN THE PROSECUTION OR DEFENSE OF ANY ACTION.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT

OF

ASPIRE COMMODITIES, LP

This First Amended and Restated Partnership Agreement (the "Agreement") is adopted by the Partners of **ASPIRE COMMODITIES, LP**, (the "Partnership"), as of the Effective Date and shall, regardless of when it is actually executed be construed to be effective as of the Effective Date.

ARTICLE I
ORGANIZATION

1.1 Definitions. Definitions of Terms may be defined in this Section or elsewhere in the Agreement. As used in this Agreement, the following terms have the following meanings:

"Act" means the Texas Business Organizations Code and any successor statute, as amended from time to time.

"Adjusted Capital Account" means, with respect to a Partner, that Partner's Capital Account balance, modified as follows:

A. increased by the amount, if any, of such Partner's share of the Minimum Gain of the Partnership as determined under Treasury Regulation Section 1.704-2(g)(1);

B. increased by the amount, if any, of such Partner's share of the Minimum Gain attributable to Partner Nonrecourse Debt of the Partnership pursuant to Treasury Regulation Section 1.704-2(i)(5);

C. increased by the amount, if any, that such Partner is treated as being obligated to contribute subsequently to the capital of the Partnership as determined under Treasury Regulation Section 1.704-1(b)(2)(ii)(c);

D. decreased by the amount, if any, of cash that is reasonably expected to be distributed to such Partner, but only to the extent that the amount thereof exceeds any offsetting increase in such Partner's Capital Account that is reasonably expected to occur during (or prior to) the tax year during which such distributions are reasonably expected to be made as determined under Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(6); and

E. decreased by the amount, if any, of loss and deduction that is reasonably expected to be allocated to such Partner pursuant to Code Section 704(e)(2) or 706(d), Treasury Regulation Section 1.751-1(b)(2)(ii) or Treasury Regulation Section 1.704-1(b)(2)(iv)(k).

This definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

“Adjusted Capital Account Deficit” means, with respect to a Partner, the deficit balance, if any, in that Partner's Adjusted Capital Account.

"**Affiliate**" shall mean, when used with respect to a specified person, any person that directly or indirectly controls, is controlled by or is under common Control with such specified person.

“Agreement” has the meaning given that term in the introductory paragraph.

"Ancillary Agreements" shall mean include this Agreement but also shall include any other documents, agreements, Partnership Records, instruments, or other writings from time to time executed by any Person which clarify or are in connection with this Agreement and the transactions or relationships contemplated herein.

“Appraisal” means, unless the context indicates otherwise, a written valuation report by an Appraiser duly qualified to make such a report that describes and values the fair market value of an ownership interest in the Partnership.

“Articles” means the Certificate of Formation filed with the Secretary of State of Texas by which the Partnership was organized as a Texas Limited Partnership under and pursuant to the Act, as amended from time to time.

“Assignee” means a person who has acquired all or a portion of an interest in a Partnership Interest by assignment as of the date the assignment of the Partnership Interest has become “effective.” As used in this Agreement, the assignment of a Partnership Interest becomes “effective” as of the date on which all of the requirements of an assignment expressed in this Agreement shall have been met. An Assignee has only the rights granted under this Agreement or, if not defined, then under the Act. An Assignee does not have the right to become a Partner except as provided in this Agreement or, if not defined, then in the Act. An Assignee is an “Authorized Assignee” only if the assignment arose under Section 3.3.4 or 3.3.6 of this Agreement.

“Authorized Assignee” means the owner of a Partnership Interest upon Disposition to such Person as a Permitted Transferee or upon the consent of all General Partners.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

"Bankrupt Partner" means (except to the extent a Majority in Interest of the Class A Partners consents otherwise) any Partner:

A. That:

(1) Makes a general assignment for the benefit of creditors;

(2) Files a voluntary bankruptcy petition;

(3) Becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding;

(4) Files a petition or answer seeking for the Partner a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law;

(5) Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Partner in a Proceeding of the type described in subclauses (1) through (4) of this clause (a); or

(6) Seeks, consent to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties; or

B. Against which, a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Partner's consent or acquiescence, a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties has been appointed and ninety (90) days have expired without the appointment having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Built-In Gain" with respect to any Partnership Property means (1) as of the time of contribution, the excess of the Gross Asset Value of any Contributed Property over its adjusted basis for federal income tax purposes and (2) in the case of any adjustment to the Carrying Value of any Partnership Property pursuant to this Agreement, the Unrealized Gain.

"Built-In Loss" with respect to any Partnership Property means (1) as of the time of contribution, the excess of the adjusted basis for federal income tax purposes of any

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Contributed Property over its Gross Asset Value and (2) in the case of any adjustment to the Carrying Value of any Partnership Property pursuant to this Agreement, the Unrealized Loss.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in San Juan, Puerto Rico or State of Texas are closed. "Calendar day," "day," "days" or any other like term not preceded by the phrase "Business" means that number of sequential days without regard to weekends or holidays in counting such days provided, however (and unless otherwise explicitly specified herein), that should a specific deadline fall on a day that is not a Business Day, then the deadline shall automatically be extended to the next succeeding Business Day. Any deadline regarding Business Day or calendar day shall be deemed met or unmet as of 6:00 PM in San Juan, Puerto Rico on the day of the deadline (by way of example, if an item requires that it must be deposited in the mail, faxed or hand delivered then such an item required to be done would be late at 6:30 PM in San Juan Puerto Rico).

"Capital Account" means the account to be maintained by the Partnership for each Partner in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and, to the extent not inconsistent therewith, the following provisions:

A. a Partner's Capital Account shall be credited with the cash or net Agreed Value of the Partner's Capital Contributions, the Partner's distributive share of Profit, and any item of income or gain specially allocated to the Partner pursuant to the provisions hereof; and

B. a Partner's Capital Account shall be debited with the amount of cash and the Net Agreed Value of any Partnership property distributed to the Partner, the Partner's distributive share of Loss and any item of expenses or losses specially allocated to the Partner pursuant to the provisions hereof.

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest; provided, however, that if the transfer causes a termination of the Partnership under Code Section 708(b)(1)(B), the Capital Accounts of the Partners shall be adjusted in conformance with Treasury Regulation Section 1.704-1(b)(2)(iv)(l). A Partner that has more than one Interest shall have a single Capital Account that reflects all of its Interests, regardless of the class of Interest owned by that Partner and regardless of the time or manner in which it was acquired.

"Capital Contribution" means with respect to any Partner, the money and other assets contributed to the Partnership by the Partner. Any reference in this Agreement to the Capital Contribution of a Partner shall include the Capital Contribution of his predecessors in interest. The Partnership shall maintain records to reflect the initial Book Value and the Net Agreed Value of all non-cash assets contributed. In the event that the value of any Capital Contribution needs to be ascertained or clarified before or after the date of its

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

contribution, the General Partner, in their sole discretion, may make such a determination or define the process for making such a determination.

"Carrying Value" means (1) with respect to any Contributed Property, the Gross Asset Value of the property reduced as of the time of determination by all Depreciation and an appropriate amount to reflect any sales, retirements, or other dispositions of assets included in the property and, (2) with regard to other Property, the adjusted basis of the property for federal income tax purposes as of the time of determination; provided, however, that the Carrying Values shall be further adjusted as provided in this Agreement and, at the time of adjustment, the property shall thereafter be deemed to be a Contributed Property contributed as of the date of adjustment.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Commitment" means, subject in each case to adjustments on account of Dispositions of Partnership Interests permitted by this Agreement, (a) in the case of a Partner executing this Agreement as of the date of this Agreement or a Person acquiring that Partnership Interest, the amount specified for that Partner as its Commitment, and (b) in the case of a Partnership Interest issued pursuant to this Agreement, the Commitment established pursuant thereto.

"Partnership" means **ASPIRE COMMODITIES, LP**, a Texas Limited Partnership.

"Control" As used throughout this Agreement, means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of a Person through an ownership of voting securities (or other debenture interests), contract, guardianship, voting trust or otherwise.

"Default Interest Rate" means a rate per annum equal to the lesser of:

A. ten percent (10.0%) plus a varying rate per annum that is equal to the Wall Street Journal prime rate (which is also the base rate on corporate loans at large United States money center commercial banks) as quoted in the money rates section of the Wall Street Journal from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, or

B. The maximum rate permitted by applicable law.

"Delinquent Partner" means a Partner who does not contribute by the time required all or any portion of a Capital Contribution that Partner is required to make as provided in this Agreement.

"**Designated Key Person**" or "Designate Key Person" shall have the meaning assigned to it in Section 3.18. The purpose of a Designated Key Person is to tie particular Interests to a particular individual who is material to the Partnership even if they own their Partnership Interest indirectly. As such, with regards to violations hereof, a Designated Key Person shall be treated as if they were a Partner for purposes of this Agreement and the Records. If a Designated Key Person ever violated any provision of this Agreement or any other requirement in the Records (even if the particular portion thereof refers only to a Partner and not specifically to a Designated Key Person) then the Partnership Interest attributable to them, directly or indirectly, shall be treated as having violated this Agreement. No failure to mention or specify both Partners and Designated Key Persons herein shall be interpreted to exclude Designated Key Persons from being bound in the same manner and to the same degree as the Partner to whom they are associated.

"Dispose," "Disposing," "Disposition," or "Disposed of" means a sale, assignment, gift, donation, transfer, exchange, mortgage, pledge, grant of a security interest, or any other disposition or encumbrance (including, without limitation: by court order or other operation of law, by the death of any Partner, by judicial process, by foreclosure, by levy or by attachment, and whether voluntary or involuntary), or any intended acts thereof (which may or may not be effective) which would have the effect of transferring any right, portion of a right, Interest or potential Interest in the Partnership.

"Distributable Cash" means, at the time of determination for any period (on the cash receipts and disbursements method of accounting), all Partnership cash derived from the conduct of the Partnership's business, including distributions from entities owned by the Partnership, cash from operations or investments, and cash from the sale or other disposition of Partnership Property, other than (1) Capital Contributions with interest earned pending its utilization, (2) financing or other loan proceeds, (3) reserves for working capital, and (4) other amounts that the General Partners reasonably determine should be retained by the Partnership.

"Effective Date" shall mean the effective date listed on the cover page of this Agreement, regardless of when it may actually be executed by the Partners.

"General Interest Rate" means a rate per annum equal to the lesser of:

A. The Wall Street Journal prime rate (which is also the base rate on corporate loans at large United States money center commercial banks) as quoted in the money rates section of the Wall Street Journal from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, plus an additional four percent (4%); or

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

B. The lesser of eight percent (8%) per annum or the maximum rate permitted by application law.

"General Partner(s)" means any Person or Persons executing this Agreement as of the date of this Agreement as a general partner or hereafter admitted to the Partnership as a general partner as provided in this Agreement, but does not include any Person who has ceased to be a general partner in the Partnership, and does not include an Assignee of a General Partnership Interest unless the Assignee has been admitted as a General Partner. There may be multiple General Partners. Further, there may be multiple General Partners owning respectively various classes of General Partnership Interests and such ownership classification shall determine the rights, duties and obligations of those General Partners owning such a class of General Partnership Interest, including their duties as it relates to any Pool of Partnership Property. Notwithstanding anything contained herein to the contrary, only Class A Partners, whether General Partners or Limited Partners, shall be entitled to vote. Any other class of Partner, whether General Partner or Limited Partner shall have their rights restricted as detailed in this Agreement. Specifically, but without limited the generality of the foregoing, such restriction applies to Trading Classes of General Partnership Interest or Limited Partner Interests. The current and sole General Partner is **ASPIRE COMMODITIES 1, LLC**, a Puerto Rico limited liability company.

"General Partnership Interest" means the Partnership Interest owned in the capacity of a General Partner. There may be multiple classes of General Partnership Interests and such classes will determine the rights, duties and obligations of the General Partner owning such a class of General Partnership Interest. The initial General Partnership Interest of each General Partner is set forth in Schedule A, as the same may be amended from time to time.

"Gross Asset Value" means, (1) with regard to property contributed to the Partnership, the fair market value of the property as of the date of the contribution and (2) as to any property the Carrying Value of which is adjusted pursuant to this Agreement, the fair market value of the property as of the date of the adjustment, as the fair market value is determined by the General Partner using any reasonable method.

"Lending Partner" means those Partners, whether one or more, who advance the portion of the Delinquent Partner's Capital Contribution that is in default.

"Limited Partner(s)" means any Person or persons executing this Agreement as of the date of this Agreement as a limited partner or hereafter admitted to the Partnership as a limited partner as provided in this Agreement, but does not include any Person who has ceased to be a limited partner in the Partnership, and does not include an Assignee of a Limited Partnership Interest unless the Assignee has been admitted as a Limited Partner. There may be multiple Limited Partners. Further, there may be multiple Limited Partners owning respectively various classes of Limited Partnership Interests and such ownership classification shall determine the rights, duties and obligations of the Limited Partner owning

such a class of Limited Partnership Interest including their duties or rights as it relates to any Pool of Partnership Property. Notwithstanding anything contained herein to the contrary, only Class A Partners, whether General Partners or Limited Partners, shall be entitled to vote. Any other class of Partner, whether General Partner or Limited Partner shall have their rights restricted as detailed in this Agreement. Specifically, but without limited the generality of the foregoing, such restriction applies to Trading Classes of General Partnership Interest or Limited Partner Interests.

"Limited Partnership Interest" means the Partnership Interest owned in the capacity of a Limited Partner. There may be multiple classes of Limited Partnership Interests and such classes will determine the rights, duties and obligations of the Limited Partner owning such a class of Limited Partnership Interest. The initial Limited Partnership Interest of each Limited Partner is set forth in Schedule A, as the same may be amended from time to time.

"Liquidator" means the Partner or Partners or a person or committee selected by a Majority in Interest of Partners who will commence to wind up the affairs of the Partnership and to liquidate and sell its properties when there has been a dissolution of the Partnership. The term shall also refer to any successor or substitute Liquidator.

"Majority in Interest" means those Partners whose Partnership Interests aggregate more than fifty percent (50%) of the Partnership Interests of all Partners in question, including votes among any particular Class of Partners. If at any point an action is required to be approved by multiple classes of Partners, then the aggregation for such classes shall be allocated proportionately according to the Capital Accounts of all Partners in each of the classes added together. Anywhere that a Class or Partner type is not specified or clearly implied by this Agreement, then it shall mean only Class A Partners.

"Operating General Partner" or **"Administrator"** shall have the same meaning as "President" and means any person elected to be such, as defined herein, but does not include any Person who has ceased to be such for any reason. The General Partners by Ninety Percent in Interest of the Class A General Partners may designate one of the General Partners as an Administrator ("Administrator"). A General Partner may further be an Administrator as to a specific Class of Partnership Interests and/or Pool of Partnership Property. A designated Administrator shall serve until the designation is revoked or the Administrator ceases to serve for any other reason. If a Administrator is designated, the Administrator is authorized and directed to manage and control the Property and the business of the Partnership (or the Pool or Class thereof, except as may be limited by the Class A General Partner). If a Administrator is designated, any reference to "General Partner" in this Agreement shall also include "Administrator" if applicable but only as to those classes, Pools, Property, actions or authority contemplated or delegated. The initial Administrator shall additionally include any of the following individuals: **ADAM C. SINN.**

"Partner" means any Person executing this Agreement as of the date of this Agreement as a Partner or hereafter admitted to the Partnership as a Partner as provided in

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

this Agreement, but does not include any Person who has ceased to be a Partner in the Partnership. "Partner" means generically any General Partner or Limited Partner of the Partnership or, in the case of a specifically contemplated partner, the partner to whom reference is made, unless otherwise defined or stated otherwise herein.

"Partnership" means **ASPIRE COMMODITIES, LP**, a Texas limited partnership.

"Partnership Interest" or "Interest" means the interest of a Partner (whether in their capacity as a General Partner or Limited Partner) in the Partnership and all rights associated therewith or contained thereunder as specified in this Agreement or the Act, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to be consulted as to whether they consent or approve with regard to any Partnership action. With respect to any Partner, their "Interest" or "Percentage Interest" means a fraction (expressed as a percentage), the numerator of which is that Partner's number of Partnership units in a particular Class (whether as General Partner or Limited Partner) of Partnership ownership and the denominator of which is the total number of then outstanding Partnership units as to that specific Class of Partnership ownership. There may be multiple classes of Partnership Interests (i.e. Class A, Class B, etc.), as set forth in Schedule A, as the same may be amended from time to time. Notwithstanding anything to the contrary contained herein, only Class A Partnership Interests, whether General Partnership Interests or Limited Partnership Interests, has voting rights under this Agreement herein.

"Permitted Transferee" means a trust, including a charitable remainder trust, corporation, Limited Partnership, or partnership Controlled by such Partner, or another Person Controlling, Controlled by, or under common Control with such Partner.

"Person" is defined broadly to include all possible human or legal "persons" and includes an individual, partnership, limited partnership, limited liability company, foreign entity of any type, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity (or any other as defined in the Act). "Party" shall mean, generically, any Person who is a party to this agreement (or to whom reference is made) and "Parties" shall mean each and every Party taken collectively.

"President" is defined in Section 6.2.3.1 hereof.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative.

"Profits" and "Losses" means for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), and any guaranteed payments paid to the Partners, shall be included in taxable income or loss), with the following adjustments:

A. any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

B. any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

C. gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value or Section 704(e) Carrying Value of the property disposed of, as the case may be, notwithstanding that the adjusted tax basis of such property differs from its Carrying Value or Section 704(e) Carrying Value;

D. in lieu of depreciation, amortization and other costs recovery deductions taken into account in computing taxable income or loss, there will be taken into account Depreciation for the taxable year or other period;

E. if the Carrying Value or Section 704(e) Carrying Value, as the case may be, of any Partnership property is adjusted under Section 4.4.2, the adjustment will be taken into account as gain or loss from disposition of the asset for purposes of computing Profits or Losses;

F. notwithstanding any other provision of this definition, any items which are specially allocated pursuant to subsection 4.6 of this Agreement shall not be taken into account in computing Profits or Losses.

"Property" means all real and personal property which has been contributed to or acquired by the Partnership and all increases and decreases applicable to the Property.

"Treasury Regulations" or "Regulations" means the Treasury Regulations promulgated under the Code, as amended.

"Unanimous Consent" means the consent of all persons eligible to vote on an issue, whether Limited Partners or General Partners and including votes among classes of Partners or groups of Partners.

"Unauthorized Assignee" is defined in Section 3.3.8 hereof.

"Unrealized Gain" attributable to Partnership property means the excess of the Gross Asset Value of the property over the carrying Value or the Section 704(e) Carrying Value, as the case may be, of the property as of the date of determination.

"Unrealized Loss" attributable to Partnership property means the excess of the Carrying Value or the Section 704(e) Carrying Value, as the case may be, of the property over its Gross Asset Value as of the date of determination.

Other terms defined herein have the meanings so given them.

1.2 **Name.** The name of the Partnership is **ASPIRE COMMODITIES, LP** and all Partnership business must be conducted in that name or such other names that comply with applicable law as the General Partners may select from time to time.

1.3 **Formation.** The Partnership has been organized as a Texas Limited Partnership by the filing of the Articles and the issuance of a certificate of filing for the Partnership by the Secretary of State of Texas.

1.4 **Term.** The Partnership commenced on the date the Secretary of State of Texas issued a certificate of filing for the Partnership and shall continue in existence for the period fixed in the Articles for the duration of the Partnership, or such earlier time as this Agreement may specify.

1.5 **Mergers and Exchanges.** The Partnership may be a party to (a) a merger, or (b) an exchange or acquisition of the type described in the Act subject to the requirements of this Agreement.

1.6 **No State-Law Partnership.** The Partners intend that the Partnership be classified as a Limited Partnership and not be a general partnership or joint venture, for any purposes other than federal and state tax purposes, if applicable, and this Agreement may not be construed to suggest otherwise.

1.7 **General Business Matters.**

1.7.1 **Books and Records.** The books and records of the Partnership shall be kept at the principal office of the Partnership or at such other places as the General Partners shall from time to time determine. The terms "Corporate Records," "Partnership Records" or "Records" are used interchangeably in this Agreement and in all the Ancillary Documents and shall mean: 1) the Standard Documents, 2) copies of all resolutions and/or consents of the Partnership, its Partners, Officers, Administrators or General Partners contained in the Records, and 3) any other documents or records determined from time-to-time by resolution of the General Partners (subject to veto right or limitations set by the Partners) to be included in the Corporate Records, provided however, that the determination of inclusion or exclusion regarding certain documents or records need not be the same for all Persons.

1.7.2 <u>Right of Inspection / Waiver of Full Access to Information</u>. Because the ability of the Partnership to achieve it Business Purpose is highly dependent on secrecy and the confidentiality of systems, strategies, and information, the right to access information, including but not limited to the Records, is restricted to significantly. Each Partner or General Partner is entitled to information and the Records only under the circumstances and subject to the conditions stated Act, as may be further clarified or restricted by this Agreement. Specifically, the Partnership may determine, due to contractual obligations, business concerns, or other considerations, that certain information or Records regarding the business, affairs, Property, and financial condition of the Partnership shall be kept confidential and not provided to some or all other Partners, General Partners, Administrators or Officers and that it is not necessary or reasonable for those Persons to examine or copy certain information or Records. Each Partner and General Partner agrees that the judgment of the Partnership shall be final and conclusive and hereby fully releases, both the Partnership and all Persons involved in making such determinations, both individually and in their capacity as a Partner, General Partner, Administrator or Officer, from their determinations regarding such private and confidential information. The limitation on access to information contained in this paragraph shall not apply to Partners **ADAM C. SINN** or his Affiliates for so long as they remain Class A Partners or a Designated Key Person.

Generally and provided that such a determination to withhold has not been made by the Partnership (and further provided that the Partnership shall always reserve the right, at any time, to later restrict access to such information except as to the excluded Partners above), any currently admitted Partner or General Partner of record, except as limited otherwise herein, shall have the right to examine, at a reasonable time or times as determined by the Partnership, the books, Records, minutes and records of the Partnership. Such inspection shall be, at a minimum, only at an appointed time period and place as determined by the Partnership after a reasonable time for preparation by the Partnership, following a written request for such access from the requesting Partner or General Partner, and after any and all reasonable conditions which may be required by the Partnership at that time have been met, including requiring confidentiality and non-competition agreements from such Person(s) as the Partnership deems advisable (including from Affiliates or other Persons reasonably related to the requesting Person).

Any production of Records, books or other information: a) shall be at the cost of the Person(s) requiring such production (including reasonable charges from the Partnership for producing such which the Partnership may require to be paid in advance), b) may not be done in a way that has the effect of harassing the Partnership or materially hindering or endangering it from achieving its Business Purpose, and c) shall be limited to: 1) the Standard Documents, as defined herein, or 2) the non-waivable documents and information required by the Code and/or the Act, if it is greater than the Standard Documents. For the purposes of the Partnership, “Standard Documents” shall mean only the following: 1) basic historical end of year profit & loss statements for the three years prior to the request for documents but only as to those portions of the Partnership for which such Person had a Partnership Interest in or management oversight over, such as a Pool of Property; 2) basic

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

historical end of year balance sheets for the three years prior to the request for documents but only as to those portions of the Partnership for which such Person had a Partnership Interest in or management oversight over, such as a Pool of Property; 3) a W-9 from the Partnership together with any federal or state tax documents pertaining to the Person requesting information directly; and 4) the most current and Partnership Agreement of the Partnership, although such may exclude a roster of Partners if the Partnership deems such exclusion advisable.

The forgoing notwithstanding, any non-waivable or non-amendable rights under the Act of an Assignee, Partner, or General Partner which are attempted to be modified herein, if any, (including rights to inspect the books and Records of the Partnership or to receive information if such is determined to non-waivable and non-amendable) shall be granted to that Person but shall be otherwise limited and restricted to the maximum extent permitted by law in the State of Texas. If it is deemed that a Person has the right to inspect the books and Records of the Partnership (or any other right to require information, accounting of transactions or meetings with the Partnership or its Partners) then such shall occur but only in the manner and according to the procedure as defined in this Agreement.

Any authorized inspection may be made by any agent or attorney of the Person requiring the inspection, provided that the agent or attorney is bound by the same confidentiality obligations of the Person for whom the agent or attorneys is inspecting. The Partnership may impose any reasonable conditions precedent to such inspection by an agent or attorney, including requiring confidentiality agreements and/or non-compete agreements from any and all Persons involved in such inspection. Any production of Records, books or other information may not be done in a way that has the effect of harassing the Partnership or materially hindering or endangering it from achieving its Business Purpose.

1.7.3 Financial Records. All financial records shall be maintained and reported based the accounting principles adopted and defined herein or otherwise adopted by the General Partners. Without limiting the generality of the foregoing, the Partnership shall initially and generally use GAAP, as defined herein.

1.7.4 Principal Office(s) and Headquarters. The office or appointed Person of the Partnership in the State of Texas shall be located at such place as the General Partners may determine from time to time. The Partnership shall conduct business at such other or additional locations, offices, outposts, appearances or presences, whether within or outside of the State of Texas or Puerto Rico, as the General Partner may designate from time to time in accordance with the Act and the laws in place at that location and its other locations. The initial headquarters of the Partnership shall be in San Juan, Puerto Rico.

Prior to the qualification of the Partnership to conduct business in any jurisdiction other than Texas, the General Partners shall cause the Partnership to comply, to the extent procedures are available and those matters are reasonably within the control of the General

Partners, with all requirements necessary to qualify the Partnership as a foreign entity in that jurisdiction. At the request of the General Partners each Partner shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with the terms of this Agreement that are necessary or appropriate to qualify, continue, and terminate the Partnership as a foreign entity in all jurisdictions in which the Partnership may conduct business.

1.7.5 Registered Office. The address of the initial registered office of the Partnership and the initial registered agent at such address shall be as set forth in the Articles. The registered office and the registered agent may be changed from time to time by action of the Partners and by filing the prescribed form with the Texas Secretary of State.

1.7.6 Change of Address & New Offices. The Partnership may designate or change any Address or office at the election of the General Partner.

1.8 Simple and Not Series. The Partnership is created as a simple Limited Partnership and not as a series Limited Partnership, if one is possible. No Series ("Series") are currently authorized under the Articles or this Agreement. The Partnership reserves the right to amend the structure, in the manner prescribed by the Act, and add series (and to segregate Property, liabilities, Profits and Losses into such series) at any time in the future at the election of the Partners. In such a case, the allocation of Partnership Interests to each of the Series need not be equal or proportionate as to each Series or Partner's Partnership Interests.

1.9 Business Purpose and Allocation of Efforts. The Partnership is formed to transact any and all lawful businesses and engage in any lawful act and/or activities for which limited liability companies may be organized under the Act, and further to engage in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purpose, including, without limitation, obtaining financing therefor, and which is not forbidden by the law of the jurisdiction in which the Partnership engages in that business. The Business Purpose ("Business Purpose") of the Partnership, for purposes of non-competition, corporate opportunities and other provisions contained in this Agreement or elsewhere among the Partners shall be defined as follows: **engaging in commodities, oil, gas, transmission rights, futures, options, swaps, and electricity trading and any other ancillary activities thereto, as may be further defined or clarified by the General Partners from time to time.**

Partners or their Designated Key Person are expected to devote full-time effort to the Partnership or the other Primary Operating Companies, as determined, agreed and allocated by the General Partners, managers or officers thereof unless such requirement is otherwise waived by the Partnership (including waiver before or after the breach of this provision). Failure of such Partner or their Designated Key Person to comply with this provision for a period exceeding either: 1) sixty (60) consecutive calendar days or 2) forty five (45) Business Days in any consecutive one hundred eighty (180) day period shall be deemed to have violated this provision and may be treated by the Partnership as if they made an unauthorized Disposition of their Partnership Interests. If the material reason for their failure to devote full-time effort is due to incapacity of such Partner or their

Designated Key Person, as determined by the General Partners, then such Partner shall be deemed to have left with Good Reason. Otherwise, they shall be deemed to have left without Good Reason.

1.10 <u>Self-Dealing, Corporate Opportunity and Non-Competition</u>. Provided the terms of the transaction are reasonably no less favorable than those the Partnership could obtain from unrelated third parties, the Partners, Designated Key Person, Administrators, General Partners, and/or Officers shall have, including by or through their Affiliates, the authority to enter into any transaction with or in cooperation with the Partnership despite the fact that another party to the transaction may be (1) a trust of which a Partner is a trustee or beneficiary; (2) an estate of which a Partner is a personal representative, owner, heir or beneficiary; (3) a business Controlled by an Affiliate, one or more Partners, or a business of which any Partner is also an owner, director, officer or employee; (4) any Affiliate, employee, stockholder, associate, manager, partner, or business associate of the Partnership; (5) any Partner, acting individually; or (6) any relative of a Partner or Administrator. No contract or transaction contemplated in this paragraph shall be void or voidable solely for that reason, if:

A. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the General Partners or the committee contemplating such, and the General Partners or committee in good faith authorizes the contract or transaction by their affirmative vote; or

B. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Partners entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Partners; or

C. The contract or transaction is fair as to this Partnership as of the time it is authorized, approved, or ratified by the General Partners, a committee thereof, or the Partnership.

Common or interested Partners may be counted in determining the presence of a quorum at a meeting of the Partners or General Partners or of a committee which authorizes the contract or transaction. This provision is meant to be illustrative and not a requirement; it shall not be construed to invalidate any contract or transaction which would be valid in the absence of this provision.

Unless otherwise stipulated and agreed herein or elsewhere in the Records, it is expressly understood that each Partner, General Partner, Administrator or Officer is entitled to invest his personal assets for his own account and is entitled to conduct his personal affairs and investments without regard to whether they constitute a Partnership "opportunity." No Partner or General Partner shall be obligated to present any "opportunity" to the Partnership prior to engaging in such opportunity themselves unless any of the following are true: a) the activity would be reasonably in line with the Business Purpose of the Partnership, b) that Person has agreed to non-competition restrictions and such opportunity would reasonably seem to violate those restrictions against them or c) the Partnership was the original intended recipient of the opportunity and the Person: 1)

intentionally, negligently, or simply by their inaction undermined such opportunity for the Partnership in an effort to induce the other parties to enter into such opportunity with the Person (or one of their Affiliates) instead of the Partnership; or 2) intentionally, negligently, or simply by their inaction attempted to divert the opportunity from the Partnership. The Partners agree to immediately provide to the Partnership any and all information necessary to determine whether an opportunity should have been submitted to the Partnership. violation of this provision regarding opportunities may be rectified and cured by such Person if they, within thirty (30) days after receiving notice of a proven violation from the Partnership, surrender and/or assign such opportunity to the Partnership on the same or reasonably the same terms offered to them.

Unless otherwise waived by the consent of ninety percent (90%) in Interest of the Class A Partners (including the Partnership Interest of the one who is seeking such waiver), all Partners (together with their Affiliates and Designated Key Person) shall be subject to non-compete, non-solicitation and non-circumvention requirements during their time as a Partner and for a period of time after they cease to be a Partner. Unless otherwise agreed by the Partnership and such Person that the time period should be longer or shorter in duration, the time period that this provision shall be effective is during their term as a Partner and following the termination of their Partnership or their employment with the Partnership, for any reason, for a period of one (1) year following the date that such ended.

No Partner or Designated Key Person shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any Person or Affiliate: a) divert or circumvent (or attempt to do either of those) a current or prospective business transaction, relationship or customer of the Partnership to any competitor, including themselves or their Affiliate, by direct or indirect inducement or otherwise; b) divert, circumvent, induce, or encourage to terminate, abandon, quit or get fired (or make any attempt to do any of those) any Partner, Administrator, Officer, employee, vendor, supplier, distributor, or other contractor of the Partnership; or c) do or perform, directly or indirectly, any other act which a reasonable person would anticipate to be competitive, injurious or prejudicial to the goodwill associated with the Partnership, its Business Purpose and/or the Partnership Property.

If a General Partner shall breach this provision, as determined by the Partners in their sole discretion, then such General Partner shall immediately be removed from their position as a General Partner and have their interest converted to that of a Limited Partner.

In the event any Partner or Designated Key Person shall breach any provision of this Section, the Partner and/or Designated Key Person may be terminated immediately from any and all positions with the Partnership without any further need for an opportunity to cure, and/or expelled as a Partner, have its Partnership Interests be converted to that of an Unauthorized Assignee, and repurchased as if such Partner was terminated for Cause.

This provision relating to non-competition, non-solicitation and non-circumvention is a material provision of this Agreement and is necessary to protect the Partnership and the Partnership Property. The Partnership may require that any Administrator, Partner, Designated Key Person, or

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Officer, prior to becoming such or at any time that they serve in any such role, enter into any and all reasonable further documentation to evidence and/or clarify this provision. If any Person should refuse to sign such further documentation within fifteen (15) days after receiving a request to do so from the Partnership, then they shall thereafter be expelled from any and all of their positions with the Partnership and its Affiliates and shall be deemed in breach of this provision.

1.11 Allocation of Partnership Property. The General Partners may from time to time and at their discretion in the management of the overall Partnership Property, pool the Partnership's Property into different groups of Property ("Pools") in order to accomplish any of the following objectives: a) define or limit management responsibilities with regard to such Pool by various Partners or classes of Partners, including Trading Partners, b) allow availability and use of such Pool by various Partners or classes of Partners, including Trading Partners, while limiting others' availability, information about and use thereof. Such Property in a particular Pool may, but need not be, assets contributed by one of the Partners managing them, provided however, that at least some of the contribution from a Trading Partner shall be placed in at least one Pool over which they have management responsibility and/or Agreed Partnership Splits interests therein.

The General Partner may assign the varying Pools of Property to specific classes of Partners, including Trading Partners, for management thereof. Further, regardless of who actually contributed the Property of a particular Pool, the Class A Partner may, upon agreement with any other Partners from a particular Class, agree to certain divisions of profits and losses among the Partners in that Class and the Class A Partners. If a the Class A Partner later changes or lowers the Property contained in a Pool (or eliminates or restructures certain Pools), it shall have no effect on the allocation of profits and losses previously attributable the Partners who have been delegated authority over and/or Profits and Loss interests in the Pool prior to such change.

By way of example, the Class A Partners may define a "Class B Trading Pool" and allocate $10,000,000 in Property to such Pool. The Class A Partners may further agree with the Class B Partners that they will divide the profits and losses generated off investing such Class B Trading Pool among the Class A Partners and the Class B Partners, in a certain fashion or proportion. In this case perhaps it could be thirty percent (30%) to the Class B Partners and seventy percent (70%) to the Class A Partners, with such profits being further divided proportionately among each individual Classes various Partnership Interests after allocation to that individual Class.

1.12 Non-Disparagement. The Partners and Designated Key Person (including by or through their Affiliates) hereby forever and continually covenant that they will not disparage, slander or otherwise do anything which would have the reasonably anticipated effect of materially hurting or undermining the Partnership or its Business Purpose.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

ARTICLE II
MEETINGS

2.1 **No Annual Meeting.** Except as required by law, annual meetings (whether of Partners or General Partners shall not be required for the Partnership. If required, by law or hereunder, the annual meeting of the Partners shall be held the first Saturday in the month of November in each year at 10:00 a.m., for the purpose of electing General Partners, and for the transaction of such other business as may come before the meeting, and the annual meeting of General Partners shall immediately follow. If the day fixed for the annual meetings is a legal holiday, such meetings shall be held on the next succeeding Business Day. If a designation is necessary and the designation of General Partners is not done on the day designated, or at any adjournment thereof, the Partners shall cause the designation to be held at a special meeting of the Partners as soon thereafter as it may conveniently be held. If annual meetings are not required, the General Partners shall serve until incapacity or death or special election of successor.

2.2 **Regular Meetings.** The Partners or General Partners, including as to meetings among a class of Partners or General Partners, may by resolution of a Majority in Interest set the time and place for the holding of regular meetings of the Partnership and any and all Partners (or in the case of a Class of Partners, that Class may only call a meeting of that Class) and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

2.3 **Special Meetings.** Special meetings of the Partners or General Partners for any purpose or purposes, unless otherwise proscribed by statute, may be called by resolution of a Majority in Interest of the Partners or General Partners (provided that such is not a part of a scheme to harass or hinder the Partnership, its Partners or General Partners) upon Notice or may be held by unanimous consent without notice. While a Class of Partners may call a meeting in this manner as to their particular Class, only a Class A Partner may call a special meeting of any other Class of Partners or the Partnership as a whole.

2.4 **Notice of Meeting.** Notice stating the place, day and hour of any Partner or General Partner meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of any Partner or General Partners, to each Partner of record or General Partner entitled to vote at such meeting. When all the Partners or General Partners of the Partnership are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.5 **Quorum.** At any meeting of the Partners, a Majority in Interest represented in person or by proxy, shall constitute a quorum at a meeting of Partners. A majority of the General Partners shall be a quorum at a meeting of General Partners. If less than a quorum is represented at a meeting, a majority of those that are present may adjourn the meeting from time to time, without further notice, until such time as a quorum shall be present or represented. Any business may be transacted which might have been transacted at the meeting as originally notified. The

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Partners or General Partners present at a duly organized meeting convened with a quorum may continue to transact business until adjournment, and the subsequent withdrawal from the meeting of any Partner or General Partner represented in person or by proxy, or the refusal of any Partner or General Partner represented in person or by proxy to vote, shall not affect the presence of a quorum at the meeting. If the Partners or General Partners shall call a meeting and proper Notice be given as required in this Agreement, but the necessary Partners or General Partners to constitute a quorum shall fail or refuse to attend on more than two (2) occasions (particularly if such is done for the purpose of hindering the Partnership or delaying a vote), then the calculation of a quorum shall be based on those Partners and General Partners who did not fail or refuse to attend the initial meeting called for such purposes.

2.6 Proxies. At all meetings of Partners, a Partner may vote by proxy executed in writing by the Partner or by his duly authorized attorney-in-fact. Such proxy shall be filed with the General Partners of the Partnership or presented to the Partners before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy.

2.7 Voting by Certain Partners. Any Partnership Interest held by a corporation, trust, partnership or company may be voted by any officer, trustee, partner, manager, agent or proxy as the bylaws, trust agreement, partnership agreement, or regulations of such entity may prescribe or, in the absence of such provision, as such entity may determine by resolution. Any Partnership Interest held by a trust, estate, ward or other person acting through an attorney-in-fact or other personal representative, guardian or conservator may be voted by the trustee, personal representative, administrator, executor, attorney-in-fact, guardian or conservator, either in person or by proxy, without a transfer of ownership certificates into the name of the legal representative. Any Partnership Interest held by a married couple as their community property may be voted by either spouse, acting alone, hereunder unless a particular spouse has been specified and appointed by the Partner in which case the Partnership, in their sole discretion, shall have the right to refuse or approve the action of the other spouse. In no event shall the Partnership ever be held liable by the Partner, their spouse, or any other Person for exercising its discretion and allowing or refusing to allow a particular Person to vote or act on behalf of a particular Partnership Interest held or claimed to be held by a Partner.

2.8 Manner of Acting.

2.8.1 Formal Action. The vote of the Partners on a particular issue shall be in accordance with percentage of Partnership Interests in the Partnership held by each Partner. Each Partner shall be entitled to one vote or a fraction of one vote per one-percent of Partnership Interest or fraction thereof owned by the Partner on each matter. In the case of a vote by General Partners, each General Partner shall have one vote. In this Agreement, any reference to a vote or decision of the Partners shall generally mean only the Class A Partners unless otherwise explicitly specified to the contrary. Specifically referencing a vote as restricted to Class A Partners is done solely for clarity and shall not be required as all other Classes are non-voting as to Partnership wide decisions.

2.8.2 <u>Procedure</u>. Unless the Articles or this Agreement provide otherwise, action shall be by a majority of those Partners' votes present at any meeting in which a quorum is established. Action by General Partners shall be by a Majority in Interest of General Partners present at any meeting in which a quorum is established. A record shall be maintained of the meeting. The Partners or General Partners may adopt their own rules of procedure which shall not be inconsistent with this Agreement.

2.8.3 <u>Presumption of Assent</u>. A Partner or General Partner who is present at a meeting at which action on any matter is taken shall be presumed to have assented to the action taken, unless their dissent shall be entered in the minutes of the meeting or unless he shall file their written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent in the manner for Notice prescribed herein to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to anyone who voted in favor of such action.

2.8.4 <u>Informal Action</u>. Unless otherwise provided by law, any action required to be taken, or which may be taken, at a meeting of the Partners or General Partners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the necessary amount of the Partners or General Partners entitled to vote with respect to the subject matter thereof, provided however, that all Partners or General Partners entitled to vote have received sufficient Notice of such action prior to the action being taken. Alternatively, any Partner or General Partner may vote against or formally evidence their dissent to such action (after such has been formally proposed and a vote has been called) in which case they shall be deemed to have waived any required Notice. For purposes of acting under this section, votes may be taken by email among the Partners or General Partners (and a formal signature shall not be required) provided that the emails are sufficiently clear to give notice that a formal vote is being taken. Unless otherwise specified, prompt notice of the taking of an action under this Agreement that require less than unanimous written consent of the Partners and that may be taken without a meeting shall be given to the Partners who have not consented in writing to the taking of the action but who are affected thereby.

2.8.5 <u>Telephonic Meeting</u>. Partners or General Partners may participate in any meeting by means of conference telephone or similar communication if all Persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

2.9 <u>Calling Meetings by Non-Class A Partners</u>. A non-Class A Partner or Trading Partner may call meetings or special meetings as prescribed herein but only as to the Partners and General Partners of their particular Class of Partnership Interests. No Trading Partner shall have the right to call meetings of the entire Partnership, whether of Partners or General Partners, unless

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

otherwise approved or ratified by a Majority In Interest of the Class A Partners or the General Partners.

ARTICLE III
PARTNERSHIP

3.1 **Admission of Partners.** The initial Partners of the Partnership are the Persons executing this Agreement as of the date of this Agreement as Partners, each of which is admitted to the Partnership as a Partner effective contemporaneously with the execution by such Person of this Agreement. After the formation of this Partnership, a Person becomes a new Partner:

A. In the case of a Person acquiring a Partnership Interest directly from this Partnership, on compliance with (a) the provisions of this Agreement governing admission of new Partners, and (b) the terms for admission set by the General Partners in connection with the offering; and

B. In the case of an Assignee of a Partnership Interest, as set forth in Section 3.4 hereof.

3.2 **Representations and Warranties.** Each Partner hereby represents and warrants to the Partnership and each other Partner that:

A. If that Partner is a corporation, it is duly organized, validly existing, and in good standing under the law of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein);

B. If that Partner is a Limited Partnership, it is duly organized, validly existing, and (if applicable) in good standing under the law of the state of its organization and is duly qualified and (if applicable) in good standing as a foreign Limited Partnership in the jurisdiction of its principal place of business (if not organized therein);

C. If that Partner is a partnership, trust, or other entity, it is duly formed, validly existing, and (if applicable) in good standing under the law of the state of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in clause (a), (b), or (c), as applicable, are true and correct with respect to each partner, trustee, or other Partner thereof;

D. It has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, Managers, officers, partners, trustees, beneficiaries, or other Persons

necessary for the due authorization, execution, delivery, and performance of this Agreement by that Partner have been duly taken;

E. It has duly executed and delivered this Agreement to the Partnership; and

F. Its authorization, execution, delivery, and performance of this Agreement do not conflict with any other agreement or arrangement to which that Partner is a party or by which it is bound.

G. that, except as already disclosed in writing and formally approved or ratified by the Partnership, there is no claim, Proceeding, or other item currently pending or materially threatened which would reasonably be calculated to have an adverse effect on the Partners, the Partnership or their Affiliates or that purports to or could reasonably affect the legality, validity, or enforceability of this Agreement or any of the other Ancillary Agreements. The Parties and their Affiliates are current on all taxes due to any governmental entity, except those which are being contested in good faith and for which the Party has set up adequate reserves sufficient to satisfy the General Partner.

H. If qualification is necessary in any other jurisdiction in order for this Agreement to be enforceable, the Partner has duly qualified and is in good standing in that jurisdiction (and with any governmental or quasi-governmental body thereof).

3.3 Restrictions on the Disposition of an Interest.

3.3.1 Construction. It is intended that this Partnership shall not allow free transferability of interest and, to the extent possible, this Agreement shall be read and interpreted to prohibit the free transferability of interest of any Partner. Any attempted Disposition by a Person of a Partnership Interest, other interest or right, or any part thereof, in respect of the Partnership other than in accordance with this Section shall be, and is hereby declared, null and void *ab initio*.

3.3.2 Notice of Restriction on Transfer. The ownership and transferability of Partnership Interests in the Partnership are substantially restricted. Neither record title nor beneficial ownership of a Partnership Interest may be Disposed of, transferred or encumbered except as set forth in this Agreement.

3.3.3 Justification. This Partnership is formed by those who know and trust one another, who will have surrendered certain management rights and assumed management responsibility and risk based upon their relationship and trust. Ownership is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partnership Interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to

protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

3.3.4 Restriction on Transfer. Except as provided in this Section, neither record title nor beneficial ownership of a Partnership Interest may be Disposed of without the consent of all Class A General Partners. This restriction on transfer or assignment applies to any transferor, whether a Partner or an Assignee. To be a valid assignment, in addition to meeting the other requirements of this Section, the assignment must be in writing, the terms of which are not in contravention of any of the provisions of the Agreement, and the assignment must be received by the Partnership and recorded on the books of the Partnership. Until the effective date of an assignment of a transferred interest (and all further requirements are met), the Partnership shall be entitled to treat the assignor of the transferred interest as the absolute owner thereof in all respects. Upon the effective date of a Disposition conducted pursuant hereto (and the meeting of all requirements herein are met), the transferee shall be an Unauthorized Assignee unless otherwise elected to be an Authorized Assignee or admitted Partner but the Partnership.

3.3.5 Disclosures. The Partnership Interests have not and will not be, registered under federal or state securities laws. Partnership Interests may not be offered for sale, sold, pledged, or otherwise transferred unless so registered, or unless an exemption from registration exists and the Partnership has approved such offering. The availability of any exemption from registration must be established by an opinion of counsel, whose opinion must be satisfactory to the General Partners.

3.3.6 Permitted Transfers. In the following circumstances, Disposition of a Partnership Interest, or any part thereof (or right thereunder), is permitted to a Permitted Transferee without necessity of obtaining the consent of the Partnership.

A. Intervivos Estate Planning Transfers. A Partner who is doing such for estate planning, tax planning or wealth preservation purposes will have the right to make transfers of their Partnership Interest (provided that such would not reasonably endanger any rights or interests of the Partnership or other Partners), with or without consideration, to a Permitted Transferee, who will be an Authorized Assignee. In the case where such Disposition would have any potential adverse effect on the Partnership or other Partners, then such Disposition (even if it is to a Permitted Transferee) shall be submitted to the Partnership for approval, provided however, that the approval of such Disposition shall not be unduly or unreasonably withheld or delayed.

3.3.7. Nonrecognition of an Unauthorized Transfer. The Partnership will not be required to recognize the interest of any transferee who has obtained a purported Partnership Interest as the result of a transfer or assignment that is not authorized by this Agreement. If there is a doubt as to ownership of a Partnership Interest or who is entitled to Distributable Cash or liquidating proceeds or other Property, the Partnership may

accumulate the same until the issue is resolved to the satisfaction of the General Partners. In the event any Person purports to be an Assignee, but is not an Authorized Assignee under this Agreement, the Partnership shall have the right, but not the obligation, to seek a declaratory judgment to determine whether such Person is an Assignee. The Partnership Interest in question shall bear the legal and administrative expenses of the Partnership in making such determination, which expenses may be offset against the Partnership Interest as damages arising from the unauthorized Disposition.

3.3.8 Acquisition of Interest Conveyed Without Authority. If any Person: 1) acquires a Partnership Interest without authorization 2) is the beneficiary of a unapproved Disposition, 3) asserts any material Control over a Partnership Interest but is not an approved Partner and such Control lasts more than twenty (20) days (or a lower number of days if such assertion of Control would endanger the operations of the Partnership or the interests and rights of the other Partners), or 3) becomes an Assignee of an Interest which, in the case of all of the above, is the result of: (a) an order of a court which the Partnership is required by law to recognize, including but not limited to a court order involving a divorce proceeding of a Partner directly or indirectly, (b) a Partner's interest in the Partnership being subjected to a lawful “charging order,” (c) a Partner making any other unauthorized Disposition of a Partnership Interest, including having their Partnership Interest foreclosed upon (or assigned in lieu of foreclosure), which the General Partners determine that the Partnership is required by law to recognize (whether or not they have obtained a declaratory judgment to that effect), (d) a Partner becoming a Bankrupt Partner, (e) the death of a Partner, (f) the incapacity or incompetency of a Partner, including a formal or informal guardianship or receivership Proceeding, whether temporary or otherwise, or (e) any other reason by which a Partnership Interest (or any right thereunder) is held by someone who is not a Partner or Authorized Assignee (or causes a shift in Control away from such Persons), such Person shall be an “Unauthorized Assignee” of the interest. The Partnership will have the unilateral option (but not the obligation) to acquire the interest of the Unauthorized Assignee or a Class Z Partner, or any fraction or part thereof, upon the following terms and conditions:

A. The Partnership will have the option to acquire the interest, at any time thereafter (unless such person later becomes a Partner or Authorized Assignee) by giving written notice to the transferee or Unauthorized Assignee of its intent to purchase such interest.

B. The valuation date for the determination of the Purchase Price of the interest will be 1) the date of the Disposition if notice of intent to purchase is delivered within ninety (90) days following the Partnership becoming aware of such Disposition or 2) the date on which the Partnership delivers its notice of intent to Purchase.

C. Unless the Partnership and the Unauthorized Assignee agree otherwise, the amount paid will be the Purchase Price for the interest, or any fraction

thereof in the case of a partial purchase by the Partnership, payable as prescribed herein

D. Closing of the sale will occur at the principal office of the Partnership or at such other place as the General Partners shall determine, including any reasonable changes thereto. Regardless of the payment terms, the selling Person shall unequivocally assign the Partnership Interests on the day of closing, free of any lien or reservation.

E. The Purchase Price, to the extent it can, shall be paid by with the proceeds, if any, received by the Partnership from insurance held on the life of the deceased Partner (or Designated Key Person), less any amounts necessary to be held in reserve or for operations, as determined by the General Partners. In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in ten (10) equal annual installments which shall include interest at the General Interest Rate, beginning one (1) year after the date of closing (or according to any other terms which are not less favorable than those defined herein). The Partnership will have the right to prepay all or any part of the purchase money obligation at any time without penalty. If the Partnership elects to utilize such payment terms, no pledge or security agreement shall be given or required over the interests acquired (or any other collateral offered to secure such payment) unless the General Partners deem such to be appropriate in their sole discretion.

F. By unanimous consent of the General Partners, the Partnership may assign the Partnership's option to purchase to one or more of the remaining Partners (or their Affiliates) and when done, any rights or obligations of the Partnership will instead become, by substitution, the rights and obligations of the Partners who are assignees. Such Partners, upon purchasing the interest of the Unauthorized Assignee, shall be Authorized Assignees of such interest unless otherwise approved by the Partnership.

3.3.9 Partnership Interest Pledge or Encumbrance. No Partner or Assignee may grant a security interest in or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Person's distributions without the consent of the General Partners. Such grant of a security interest, pledge, a suitor hypothecation or encumbrance is a Disposition as defined herein and shall trigger all the rights of the Partnership and the other Partners defined herein. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent for any and all reasons. In the event consent is given for a pledge, foreclosure of the Interest pledged would not result in the creditor being treated as Authorized Assignee.

3.4 Admission of Substitute Partners. Notwithstanding anything in this Article to the contrary, any Assignee of a Partnership Interest (whether such interest was obtained by the consent

of the General Partners, a Disposition to a Permitted Transferee, an unauthorized Disposition, or otherwise) shall be admitted to the Partnership as a substitute Partner only upon:

A. Furnishing to the General Partners, in a form satisfactory to the General Partners, a written acceptance of all of the terms and conditions of this Agreement and such other documents and instruments as may be required to effect the admission of the Assignee as a Partner including but not limited to: the substitute Partner's notice address, its agreement to be bound by this Agreement, it agreement not to compete, its confidentiality agreement, any applicable employment agreement, its spousal assent (if married), and its unqualified representation and warranty that the representation and warranties required of new Partners are true and correct with respect to the new Partner;

B. Depositing with the Partnership a transfer fee of $10,000, or such other reasonable amount as may be set by the General Partners to cover the costs and expenses of the Partnership in connection with the request, including legal and accounting expenses and the cost of investigating the proposed substitute Partner; and

C. Obtaining the Consent of all General Partners and complying with all requirements that the General Partners shall impose for approving such admission of the proposed substitute Partner.

If admitted as a Partner, the Assignee shall be admitted to the Partnership as a substitute Partner as of the effective date of the Disposition or upon such other effective date as the General Partner shall determine. If an Assignee (whether Authorized or Unauthorized) is not admitted as a substitute Partner, he shall have no right to vote the Partnership Interest nor any other right beyond those specifically given an Assignee under this Agreement, and all votes on Partnership matters shall be calculated as if the Partnership Interest of the Assignee did not exist by subtracting the interest of the Assignee from the denominator of any voting equation.

3.5 Additional Partners. Except as limited by Section 4.3, additional Persons may be admitted to the Partnership as Partners and Partnership Interests may be created and issued to those Persons and to existing Partners at the direction of the General Partners and/or upon a vote of the Class A Partners on such terms and conditions as they may determine at the time of admission. The terms of admission or issuance must specify the Partnership Interests and the Commitments applicable thereto and may provide for the creation of different Classes or groups of Partners, who may have different rights, powers, and duties. The General Partners shall reflect the creation of any new Class or group in an amendment to this Agreement or a resolution of the Partnership indicating the different rights, powers, and duties, and such an amendment need be executed only by the General Partners. Any such admission also must comply with the requirements described elsewhere in this Agreement, including but not limited to those prescribed in section 3.4 (the requirements applicable to substitute Partners shall be applicable to new Partners in the same manner and form prescribed therein).

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

3.6 Preemptive Rights. The foregoing notwithstanding, the Partners of the Partnership shall have a preemptive right to acquire additional, newly created Partnership Interests of the Partnership, or securities of the Partnership convertible into or carrying a right to subscribe to or acquire Partnership Interests, except to the extent limited or denied by this Agreement or the Articles.

3.7 Change of Ownership in a Partner. A Partner that is not a natural person may not cause or permit, directly or indirectly, an interest in itself to be disposed of in the same manner of a Disposition defined herein (as applicable to the Partnership but in this case as applied to the Partner) or otherwise altered, mutated, or restructured such that, after such change or Disposition:

A. The Partnership would be considered to have terminated within the meaning of Section 708 of the Code; or,

B. Without the consent of the Partnership that Partner shall cease to be Controlled by substantially the same Persons who Controlled it as of the date of its admission to the Partnership; or,

C. A Designated Key Person, directly or indirectly, shall give up the material rights of Control over their Partnership Interests.

On the breach of the provisions of this section, the breaching Partner shall lose its status as a Partner and be converted automatically to an Unauthorized Assignee and the Partnership Interests shall be considered subject to an unauthorized Disposition.

3.8 Certificates. Certificates shall not be required unless mandated by state law, in which event certificates representing equity interest in the Partnership shall be in such form as shall be determined by the General Partners. Such Certificates may be signed by any one General Partner, or by two Officers, if Officers have been elected. All Certificates shall be consecutively numbered or otherwise identified.

3.9 Capital Account Roster. Even when no Certificates are issued, the Partnership shall maintain a Capital Account Roster for its Partners, evidencing the name and address of each Partner, the number of shares (or percentage ownership) held by each Partner, and the capital contributions and Capital Account adjustments for each Partner.

3.10 Confidentially of Information. The Partners and Designated Key Persons acknowledge that from time to time they may receive information from or regarding the Partnership in the nature of trade secrets or that otherwise is confidential ("Confidential Information"), the release of which may be damaging to the Partnership or Persons with which it does business. Each Partner, Administrator, Officer and Designated Key Persons shall hold in strict confidence any information it receives regarding or from the Partnership (or its Affiliates). Such information need not be marked as confidential to establish its confidentiality. Any information from the Partnership, its Partners, General Partners or its Affiliates shall be presumed to be confidential unless otherwise

explicitly stated therein or found to be public in nature as defined herein. Such Person's bound herein may not disclose it to any Person, including to another Partner or General Partner other than another Partner or a General Partner specifically *authorized to receive such*, excluding only those disclosures:

A. Compelled by law (but the Partner or Administrator must notify the General Partners promptly of any request for that information, before disclosing it, if practicable);

B. To advisers or representatives of the Partner or Administrator or to Persons to which that Partner's Partnership Interest may be Disposed in an authorized manner as permitted by this Agreement, but only after Notice to the Partnership and compliance of all requirements imposed by the General Partners including but not limited to that the recipients have agreed to be bound by the provisions of this Section and any other reasonable restrictions or confidentiality agreements required by the Partnership;

C. Of information that Partner or General Partner also has received from a source independent of the Partnership or its Affiliates, outside of the scope of such Person's involvement or work with the Partnership, that the Person reasonably knows is without breach of any obligation of confidentiality hereunder; or,

D. that are approved by the Partnership in writing prior to the disclosure being made or formally ratified by the Partnership thereafter.

The Partners acknowledge that breach of the provisions of this Section may cause irreparable injury to the Partnership for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Partners agree that the provisions of this Section may be enforced by specific performance and by injunctive relief. If any Person becomes aware of an unauthorized disclosure of Confidential Information they shall immediately notify the Partnership and take all steps necessary to stop or mitigate the disclosure.

If any Partner, Administrator, Assignee, Officer or other Affiliate is determined by the Partnership to be a direct or indirect competitor of the Partnership (including an anticipated competitor) and 1) the attendance of such Person at a meeting, 2) the receipt of information by such Person or 3) the inspection of any documents, including the Standard Documents, by such Person would require the disclosure of Confidential Information, trade secrets or any other form of Property, concept or strategy which would enable the Person to compete with, emulate or improve upon the Partnership's Property, concept or strategy (including an anticipated or suggested one), then the Partnership may, at its sole election, require such Person to sign a non-compete and/or other confidentiality agreements prior to attending any meeting (or thereafter), receiving any information or inspecting any documents, including the Records.

The Partnership may require that any Person enter into any and all reasonable further documentation to evidence and/or clarify this provision. If any Person should refuse to sign such further documentation within fifteen (15) days after receiving a request to do so from the

Partnership, then they shall thereafter be removed from any and all positions with the Partnership and have their Partnership Interests Converted to that of an Unauthorized Assignee.

The provisions of this Section shall survive the termination of this Agreement or the removal of any Person from any position with the Partnership, including as an Affiliate or Designated Key Person of the Partnership. In the event any Person ceases to be a Partner, Administrator, Officer, or Affiliate of the Partnership, then they shall immediately, within two (2) days following their removal, return any and all Confidential Information and/or Property to the Partnership in the form and condition that it was in immediately prior to their removal.

3.11 Liabilities to Third Parties. Except as otherwise expressly agreed in writing or required by the Act, no Partner or Administrator shall be liable for the debts, obligations or liabilities of the Partnership.

3.12 Withdrawal. A Partner does not have the right or power to withdraw from the Partnership as a Partner or to compel a distribution or return of its Capital Account.

3.12.1 Damages on Wrongful Withdrawal. If, in the good faith determination of the General Partner, a Partner withdraws, the withdrawal will be treated as a breach of this Agreement and the Partnership may recover damages from the withdrawing Partner, including the reasonable cost of obtaining replacement of the services the withdrawing Partner or their Affiliate was obligated to perform. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover from the withdrawing Partner by offsetting any damages against any amount otherwise distributable to the withdrawing Partner, reducing the Partnership Interest, or both.

3.12.2 Effect of Wrongful Withdrawal. If a Partner withdraws in violation of this Agreement, the Partner shall be expelled as a Partner and the Partnership Interest held by such Partner shall be held as an Unauthorized Assignee of that Partnership interest. The Partnership shall have the option to acquire the entire Partnership Interest of the withdrawn Partner as if an unauthorized Disposition occurred (and as the Partnership Interests may remain, if at all, after offsetting damages allowed against such Partnership Interests in this Agreement) under the same terms and conditions as if the withdrawn Partner was a transferee of a Partnership interest Disposed of or conveyed without authority.

3.13 Lack of Authority. No Partner (other than an authorized General Partner or an Officer, if they are also a Partner) has the authority or power to act for or on behalf of the Partnership, to do any act that would be binding on the Partnership, or to incur any expenditures on behalf of the Partnership.

3.14 Classes and Voting. As to the Partnership, there shall initially be two (2) classes of Partnership Interests and/or Partners, unless the Articles state to the contrary or two (2) or more classes or groups of one or more Partners and/or Partnership Interests are established pursuant this Agreement. Initially, there shall be Class A and Class Z Partners and Partnership Interests. However,

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

it is intended that: 1) there shall be no initial Class Z Partners as defined in this Section and 2) that all initial Partners shall be Class A Partners so only one class shall be operative until such time as a Person becomes a Partner to Class Z (or any other class created hereunder or by the General Partner). Any previous classes are hereby converted and merged into Class A Partnership Interests.

In addition to the two (2) classes defined in this Section, at any time the General Partners may elect to establish more classes or groups of one or more Partners and/or Partnership Interests. Unless otherwise specified and in the event of the establishment of more classes or groups of one or more Partners, then the following provisions shall apply:

A. The rights, powers, or duties of a class or group may be senior to those of one or more existing classes or groups of Partners, as may be defined the designation of classes by the Partnership thereof.

B. Unless otherwise specified, if two or more classes or groups of one or more Partners are established, then each class or group of Partners, as far as waiver of notices, action by consent without a meeting, establishment of a record date, quorum requirements, voting in person or by proxy, or any other matter relating to the exercise of the right to vote within that class or otherwise, shall be governed as to that Class by the same provisions of this Agreement as pertain to the Partnership as a whole. By way of example, if a Class wishes to call a meeting of that Class, the it would take a Majority in Interest of the Partners from that Class to call a meeting thereof.

The foregoing notwithstanding and pursuant to the Certificate and the Act, there shall be at least two (2) classes of Partnership Interests, Class A (with full Partnership and voting rights, provided they have been admitted as a Class A Partner) and Class Z (with restricted Partnership rights and no voting rights). Any Person(s) shall generally be treated as an Unauthorized Assignee according to the Act and as further defined or restricted in this Partnership Agreement who may acquire, succeed or accede or in any way obtain or acquire any rights to Partnership Interests (or any rights thereunder including the rights to payments) in the Partnership, unless authorized by this Agreement and/or approved by the Partnership, whether Class A Partnership Interests or any other Class, including by means of any: (1) sale, pledge, hypothecation, bequest, gift division or other assignment by or from a Partner, including but not limited to one that is in satisfaction of a debt (and including as to a debt which was previously approved by the Partnership), regardless of whether such is voluntary or involuntarily; (2) levy or execution upon a judgment, foreclosure, receivership, bankruptcy, garnishment, auction, sequestration, or any other compulsory legal or collection process; or (3) judgment, agreement or award of any court or arbitrator in a divorce proceeding. In the event that such Person(s) or Unauthorized Assignees are determined, allowed or required to be Partners of the Partnership (and unless otherwise admitted as Partners, whether Class Z or otherwise, as determined and approved by the Partnership), then such Person(s) shall become Class Z Partners and the Partnership Interest in question from any other class shall immediately upon their acquisition of such be converted to such class Z Partnership Interest. Class Z Partners shall have no right or authority to: (1) vote their Partnership Interest as Class Z Partnership shall be non-voting in all respects; (2) call any meeting of Partners or to place any item on the agenda

of any meeting for discussion; (3) serve as a managing Partner, General Partner, any Officer of the Partnership, or as Registered Agent unless otherwise elected by the Partnership pursuant to the Partnership Agreement after the acquisition of the Partnership Interest in question; (4) act on behalf of the Partnership, or to make representations to or agreements with non-Partners on behalf of the Partnership; (5) amend any Corporate Records, including the Partnership Agreement, even if such Partnership Interest would have otherwise given them the requisite votes to do so; or (6) inspect the books and records of the Partnership.

The Partnership is formed with the intent that there should never be any Class Z Partners or Unauthorized Assignees but instead only those Partners who are admitted through the procedures defined in this Agreement and as approved by the other Partners. For that reason, and to avoid disruption to the business of the Partnership and the other Partners, Class Z Partners shall have only the following limited rights which shall be construed to the maximum extent allowed by law in the State of Texas to restrict such Class Z Partners' actions with regard to the Partnership: (1) to be notified of any meeting of Partners and, provided they sign a confidentiality agreement with the Partnership and abide by all other reasonable restrictions set by the Partnership, to be present in a non-disruptive fashion at any such meeting, and to express views and opinions as to any matters discussed at any such meeting but only for a reasonable amount of time as determined by the Partner or chairperson leading such meeting; and (2) to receive distributions or allocations which they may be entitled to, only in the event and provided that the person follows the proper approvals, conditions and procedures set by the Partnership and/or the Partnership Agreement, less any current or anticipated deductions, offsets, damages or other fees or costs payable by or attributed to such Person(s) or Partnership Interests. The right to attend meetings and to speak may be limited by the Partnership if such attendance would result in the disclosure of certain Confidential Information of the Partnership or the other Partners which would in any way enable or promote directly or indirectly competitive activities or adverse litigation by the Class Z Partner.

The forgoing notwithstanding, Any non-waivable or non-amendable rights under the Act of an Unauthorized Assignee or Class Z Partner which are attempted to be modified herein or in the Partnership Agreement, if any, (including rights to inspect the books and records of the Partnership or to receive information if such is determined to non-waivable and non-amendable) shall be granted to an Unauthorized Assignee or Class Z Partner but shall be otherwise limited and restricted to the maximum extent permitted by law in the State of Texas. If it is deemed that an Unauthorized Assignee or Partner has the right to inspect the books and other Records of the Partnership (or any other right to require information, accounting of transactions or meetings with the Partnership or its Partners) then such shall occur as defined in this Agreement (specifically in Section 1.7.2).

3.15 Trading Partners. In addition to Class A and Class Z Partnership Classes, the Partnership may also have certain Trading Classes which may be referred to by any other alpha or numeric class of Partnership Interests ("Class B" or "Class 1", etc.), as set forth by the agreement of the Class A Partners in the manner and according to the procedures defined in this Agreement. A Partner holding only Trading Class Partnership Interests shall be referred to as a "Trading Partner" and their rights shall be limited as defined herein. The intent of creating classes of Trading Partners is such that the Partnership and Class A Partners can deal with certain

Partners (or group of Partners) individually, without necessarily affecting or changing the immediate relationship to any other Trading Partner (or group of Trading Partners). A Trading Class may have multiple Partners. Any Trading Partner shall not be entitled to vote, except as it relates to actions or decisions among multiple Partners in their particular Trading Class and provided further that such votes or actions are approved, delegated or authorized (by the Class A Partners) to be voted on by the Trading Partners. Even in the case of an action or vote by Trading Partners that is within the scope of those powers authorized or delegated to the Trading Partners by the Class A Partners, all such actions or votes shall remain subject to review, approval, and a veto right by the Class A Partners. Except for actions among Partners of their particular Class, no Trading Partner shall be considered in the calculation of aggregate Partnership wide Partnership Interests (by way of example when calculating a quorum, Majority in Interest or Unanimous Consent for Partnership wide action) as the Partnership Interests of a Trading Partner are nonvoting in all respects as it relates to Partnership wide votes.

A Trading Partner need not be named as a General Partner. Any Trading Partner who is also elected as a General Partner shall, unless otherwise explicitly stated, be a General Partner only as to the particular Class of Partnership Interests and the Pool(s) of Property assigned to such Class (and, in the instance where such Person's General Partner responsibilities are limited to a particular Class or Pool, such Person may, but need not be, titled a "Trading General Partner"). Further, a Trading Partner shall only have management responsibility as defined, clarified or limited by their agreement with the Class A Partners and a Majority in Interest of the Partners from their Trading Class, including that their management authority and rights to Profits and Losses may be limited to certain Pools of Partnership Property, as defined herein.

The Profits and Losses allocated to any Trading Partner's Partnership Interest shall be set by agreement among the Class A Partners and a Majority In Interest of the Trading Partners for a particular Trading Class at the issuance of the Trading Partner's Partnership Interests. Such allocation of Profits and Losses may be specific as to a particular Pool of Partnership Property or to multiple Pools of Partnership Property. While the allocation of Profits and Losses may not be changed without agreement between the Class A Partners and the Trading Partners of a particular Trading Class, the allocation of certain Pools of Partnership Property may be expanded, changed or diminished at any time and without notice by the Class A General Partners. The allocation of Profits and Losses allocated to a Trading Partner's Partnership Interest may be amended from time to time by agreement among the Trading Partners affected and the Class A Partners, provided however, that no retroactive application or amendment of such agreement shall serve to deprive a Trading Partner of Profits and Losses that were previously earned by and allocated to them prior to the amendment, unless such Trading Partner agrees to such.

A Trading Class (or the Partnership Interests of a particular Trading Partner) may, at the determination of the Class A Partners, be retired and/or repurchased by the Partnership at any time and for any reason, with or without Cause, for the Purchase Price defined herein. Upon such election, the Partnership Interests subject to retirement or repurchase shall be treated as if the Partner(s) made an unauthorized Disposition thereof, provided however, that the Partnership shall bear the basic administrative costs of such Disposition if the Trading Partners

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

whose Partnership interests are being retired: a) were not terminated for Cause or b) leaves with Good Reason. The Purchase Price, as defined in Section 3.16 and utilized in Section 3.3 shall mean, as it relates to any Trading Partner and except for those Trading Partners who are terminated for Cause or leave without Good Reason, the Capital Account Balance (generally speaking, and as further defined herein, their Capital Contribution together with any undistributed but earned and allocated Profits or Losses) of that particular Trading Partner on the date that the Partnership Interests are elected to be repurchased by the Partnership, less any damages or losses otherwise caused by that particular Trading Partner or their particular Trading Class jointly and severally. The Purchase Price as to a Trading Partner who is terminated for Cause or who leaves without Good Reason shall be reduced to fifty percent (50%) of the overall Purchase Price determined herein less any damages or losses otherwise caused by that particular Trading Partner or their particular Trading Class jointly and severally.

The preemptive rights prescribed in section 3.6 shall not apply to the issuance of any Trading Partner Class of Partnership Interests or be granted to any Trading Partner. No Trading Partners shall be entitled to information or Records except as authorized by the Partnership, including financial statements under Article 4, except as it relates directly to their Class or the Pools they oversee and all Trading Partners hereby consent to such limitation. Section 7.3, 7.4 and 7.5 shall not apply to any Trading Partners. Trading Partners shall have the duties required of a Partner under the act including but not limited to a duty of loyalty, care or other fiduciary duties. Unless otherwise agreed by the Class A Partners and a Majority In Interest of the Trading Partners for a particular Trading Class the term for noncompetition, non-solicitation, and non-circumvention following termination shall be six (6) months for Trading Partners. In the case where a Partner serves in both a Trading Partner and Class A Partner capacity, the longer of the two time periods shall apply.

3.16 <u>Purchase Price Calculation</u>. The purchase price ("Purchase Price") which the Partnership shall pay for the Partnership Interest which it elects to purchase under this Section 3.3 shall be determined as provided herein or, as to a Trading Partner, as defined in Section 3.15. The Purchase Price shall be the fair market value of the Partnership Interests as determined by the mutual agreement of the Partnership (or any other party to whom the Partnership has assigned the right to purchase the Partnership Interests) and the Partner/Assignee whose Partnership interests are being purchased. If such parties cannot agree on a fair market value within thirty (30) calendar days after the date the purchasing party notifies selling party of their intent to purchase, then the Purchase Price shall be conducted according to the appraisal process set out below. In lieu of and as a prospective replacement of the Purchase Price determined by the preceding sentence, In advance of any Disposition, the Partners and the General Partners by Unanimous consent, may but shall not be obligated to determine a Purchase Price that will be applicable for any period up to three hundred sixty five (365) calendar days after the date of the determination (the applicable end date may be specified by the document stating such determination of Purchase Price). In the absence of an explicit date or timeframe, the applicable period shall be for the one hundred eighty (180) calendar days proceeding after the date of determination). Any document or action setting a determination of Purchase Price for a future period shall state that it is specifically done for the purposes of this provision (and not simply for

strategic planning, attracting investors or other loans, etc). Any predetermination of the Purchase Price shall apply to any Person who may later assert ownership over any particular Partnership Interest, including an Unauthorized Assignee.

If the parties cannot otherwise agree or a Partner/Assignee, by or through their representative (including a representative of their estate), objects in writing (within thirty (30) days following an election by the Partnership or another party to purchase the Partnership Interests) to the determination of the Purchase Price by the pre-determination or formula methods stipulated herein, then an appraisal process shall be undertaken (provided however, that Trading Partner shall not have the right to object and have an appraisal done). The Partnership and the Partner/Assignee shall each select a qualified appraiser to appraise the fair market value of the Partnership Interests within thirty (30) calendar days. If a party fails to select a qualified appraiser within such thirty (30) calendar day period, then the appraisal of the other party shall be binding. Each of the appraisers shall appraise the value of the Interests in question within thirty (30) calendar days after their selection and if such appraisals are within fifteen percent (15%) of each other in fair market value, the average of such appraisals shall be deemed to be the fair market value of the Partnership Interests in question. If such appraisals differ by more than fifteen percent (15%), then such appraisers shall mutually select a third appraiser within thirty (30) calendar days, and such third appraiser shall appraise the value of the Interests within thirty (30) calendar days of the his/her selection. The third appraiser's valuation, unless it is outside the range of the two previous valuations, shall be binding. If the third appraiser's valuation is outside the range of the two previous valuations then an average of the three valuations shall be utilized as the Purchase Price. A Partner or Assignee that is objecting as stipulated herein shall bear all the costs of all appraisers contemplated by the appraisal process defined in this section. After calculating fair market value, the Purchase Price shall be lowered by any damages, losses, or costs of disposition, if any, for the Partnership (or its other non-selling Partners) such that the Partnership Interests being sold or purchased bear the burden of such damages, losses, or costs of disposition.

In the event that an employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner is terminated for Cause (as defined below) or leaves without Good Reason (as defined below), then the Partnership shall have the exclusive right and option to purchase their Partnership Interests at a Purchase Price equal to fifty percent (50%) of the Purchase Price otherwise stipulated in this section, and the terminated Partner/Assignee shall be obligated to sell all of their Interests at such lowered Purchase Price.

An employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner may be terminated from employment with the Partnership at any time by the affirmative vote of the General Partners, with or without Cause, and such shall be treated as a Disposition triggering the right of repurchase by the Partnership. Moreover, an employee, Administrator or General Partner that is also a Partner or Designated Key Person of a Partner may leave if they have a Good Reason and such shall be treated as a Disposition triggering the right of repurchase by the Partnership. In either instance, the Partnership Interests subject to retirement or repurchase shall be treated as if the Partner(s) made an unauthorized Disposition

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

thereof, provided however, that the Partnership shall bear the basic administrative costs of such Disposition if the Partners whose Partnership interests are being retired were not terminated for Cause or if the Partner leaves with Good Reason. The Partner proposed to be terminated may participate in such termination vote if it is not done for Cause (Provided however, that **ADAM C. SINN** or his Affiliate serving as a Partner may always participate in a vote regardless of whether it is for Cause or not). Moreover, if they are not terminated for Cause or if they leave with Good Reason, the promissory note granted to pay the Purchase Price shall be secured by a first-priority pledge of the Partnership Interests to the terminated Partner. As used in this Agreement, the following terms shall the following meanings:

A. "Cause" shall mean any of the following: (A) any misrepresentation of a material fact to, or concealment of a material fact from, a representative of the Partnership; (B) willful violation of any material rule, regulation or policy that may be established by the Board of General Partners from time to time in the Partnership's business; (C) unlawful possession, use or sale of narcotics or other controlled substances, or performing job duties while such controlled substances are materially present and influencing the Partner's body; (D) any act or omission of the Partner in the scope of his employment that: (i) results in the assessment of a criminal penalty against the Partner or the Partnership, or (ii) would result in a material violation of any federal, state, local or foreign law or regulation; (E) conviction of or a plea of guilty or no contest to any crime involving an act of moral turpitude; (F) engages in any unapproved materially competitive or other activity which the reasonable person would perceive to be materially detrimental or harmful to the Business Purpose of the Partnership.

B. "Good Reason" shall mean either of the following: (A) a decrease in the Partner's base salary and/or guaranteed payments by more than fifty percent (50%); or (B) the assignment of duties or position that would necessitate a change in the location of the Partner's home by more than thirty (30) miles.

3.17 Life Insurance. The Partnership may maintain life insurance on the lives of the General Partners, Partners, Designated Key Persons or other employees of the Partnership, in an amount and according to such terms as set from time-to-time by the General Partners. Such life insurance may be required to be maintained by such Persons individually and the Partnership (or the other Partners) may be a required beneficiary thereof, at the election of the General Partners. Alternatively, such life insurance policies may be maintained directly by the Partnership itself. This paragraph serves as notice that such policies may be purchased at any time hereafter, although the Partnership may choose to notify the Person whose life is insured again at the time the policies are actually purchased. If the Partnership elects to obtain such policies, those Persons over whose life it is obtained hereby consent to such, including a) that the Partnership or the other Partners may be the listed beneficiaries thereof and b) that the Partnership can direct or control who the ultimate beneficiaries of such policies are and c) the policies may be maintained and kept in force following the termination of such General Partners or Partners. If further consent to obtain such policies is required by the Partnership, then the General Partners or Partners agree to promptly execute such consents.

3.18 **Designated Key Persons**. The Partners, either directly or indirectly are related or Affiliates of certain key individuals for the Partnership. Moreover, certain Partners may choose, after proper consent by the Partnership, to have their ownership in the Partnership owned indirectly, by or through an Affiliate entity (including but not limited to various trusts, family limited partnerships, and other entities). To the degree such things occur, then such key individual shall be deemed a Designated Key Person of the Partner, as determined by the General Partners from time to time. In such a case, any violation committed by a Designated Key Person which would trigger some event of default, breach, repurchase or otherwise with regard to the Partnership Interests to which that Designated Key Person is tied shall be triggered as if the Partner had triggered some event of default, breach, repurchase or otherwise themselves. In such a case, both the Partner and the Designated Key Person are bound by and can breach this Agreement. By way of example, if a person who is a Designated Key Person chose to leave without Good Reason (or was terminated for Cause), then the Partnership Interests owned by the Partner associated with that Designated Key Person would be subject to the repurchase option contained in this Agreement. By way of further example, if they Designated Key Person died or became incapacitated then the Partnership Interests owned by the Partner associated with that Designated Key Person would be subject to the repurchase option contained in this Agreement. By way of further example, the consent to obtain life insurance contained in section 3.17 would apply to both a Partner and its Designated Key Person. By way of further example, any competitive activities of a Designated Key Person would be considered competitive activities of the Partner they are associated with and be a breach of this Agreement by that Partner. The preceding examples are meant to be illustrative and are in no way exhaustive; instead, they are meant to emphasize that the same standards and potential violations of this Agreement applicable to any Partner shall also extend to their Designated Key Person without need of specifying or differentiating such in this Agreement. The initial Designated Key Persons and their corresponding Partners are set forth on Exhibit B attached hereto. The Partnership may tie certain Partnership Interests to a Designated Key Person by resolution of the General Partners or by updating Exhibit B attached hereto from time to time.

No potential Partner shall become a Partner unless and until their Designated Key Person agrees to be bound by this Agreement and the rest of the Records. Such form of consent by the Designated Key Person shall be in a form reasonably determined and required by the General Partners, an initial form of which is attached hereto as Exhibit E and incorporated herein by this reference. A Partner hereby agrees to cause their Designated Key Person to execute any and all agreements or documents which the Partnership deems appropriate and which bind them as a Designated Key Person to the Partnership. Any failure to comply with this provision that is not waived by the Partnership shall render that Partner or potential Partner an Unauthorized Assignee of their Partnership Interests.

3.19 **Cross Default**. The Partners, either directly or indirectly (such as through an Affiliate), may have common ownership in a group of companies which, for purposes of this Agreement, shall be deemed the "Primary Operating Companies" of the Partners. Any default or violation with regard to any of the governing documents for any of the Primary Operating Companies shall be deemed a default or violation as to all the Primary Operating Companies. By

way of example, if a Partner were to make an unauthorized Disposition with regard to one Primary Operating Company, then they have breached as to all Primary Operating Companies and the repurchase rights associated with each of the other Primary Operating Companies, as defined in their respective agreements and records, would then apply as if the Partner had made an unauthorized Disposition of all Primary Operating Companies. By way of further Example, if a Designated Key Person is terminated from a particular entity in the Primary Operating Companies for Cause, then they shall be deemed to have violated all agreements of all the other Primary Operating Companies.

The Primary Operating Companies are listed in Exhibit C, attached hereto and incorporated herein by this reference. By resolution of the General Partners, Exhibit C may be updated from time-to-time to include any new entities which should be included in the Primary Operating Companies.

3.20 Spousal Assent Required. No married potential Partner shall be admitted as a Partner unless and until their spouse signs and delivers to the General Partners a Spousal Assent and Affirmation in a form reasonably determined and required by the General Partners, an initial form of which is attached hereto as Exhibit D and incorporated herein by this reference. If any Partner gets married while they are a Partner, then they shall deliver to the company am executed Spousal Assent and Affirmation, signed by their new spouse, within thirty (30) days following the marriage to such spouse. Any failure to comply with this provision that is not waived by the Partnership shall render that Partner or potential Partner an Unauthorized Assignee of their Partnership Interests.

3.21 Drag Along Rights. In the event Partners receive a bona fide written offer (the "Drag Along Offer") from a third party to purchase all of the Interests in the Partnership and a Majority-in-Interest of the Partners desire to accept such offer, and the third party purchaser desires to purchase all or materially all of the outstanding Interests in the Partnership, the other Partners hereby agree to sell all of their Interests to such third party purchaser for a price and on terms and conditions no less favorable than those contained in the Drag Along Offer.

3.22 Tag-Along Right. If any Partner acting individually, or any group of Partners acting jointly (the "Transferring Partners"), proposes to transfer Interests that constitute more than forty percent (40%) of all the Interests then held by Partners to a third party purchaser, then the Transferring Partners shall offer the other Partners the right to include in the transfer to the third party purchaser a pro rata portion of the other Partners’ Interests (based on the proportion that the transferred portion of the Transferring Partners’ Interests bears to the Transferring Partners’ total Interests) on the same terms and conditions as such Transferring Partners (a "Tag-Along Right"). Prior to the consummation of any proposed transfer described in this Section (a "Proposed Transfer"), the Transferring Partners shall offer to the other Partners the right to be included in the Proposed Transfer by sending written notice (the "Tag-Along Notice") to the other Partners, which notice shall (i) state the portion of such Transferring Partners' Interest to be sold, (ii) state the proposed purchase price per Unit and all other material terms and conditions of such sale (including the identity of the third party purchaser), and (iii) be accompanied by the written transfer agreement between such Transferring Partners and such third party purchaser. Such Tag-Along Right shall be exercisable by written notice to the Transferring Partners with copies to

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

the Partnership given within ten (10) Business days after receipt of the Tag-Along Notice (the "Tag-Along Notice Period"). Failure by a Partner to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a forfeiture by the Partner of its rights under this Section. If a Partner elects to participate in the Proposed Transfer, such Partner shall be obligated to sell his, her, or its pro rata portion of his, her, or its Interests for a purchase price equal to the purchase price per Unit described in the Tag-Along Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Interest in favor of such transaction and becoming a party to the transfer agreement).

ARTICLE IV
FINANCIAL MATTERS

4.1 General Financial Matters.

4.1.1 Fiscal Year. The fiscal year of the Partnership shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the General Partners.

4.1.2 Deposits. All funds of the Partnership shall be deposited from time to time to the credit of the Partnership with such banks, brokerage firms, trust companies or other depositories as the General Partners may select.

4.1.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Partnership shall be signed by such persons as the General Partners shall determine.

4.1.4 Loans. No loans shall be contracted on behalf of the Partnership and no indebtedness, liability or obligation shall be incurred unless authorized by the General Partners. Such authority may be general or confined to specific instances.

4.1.5 Contracts. The Partnership may contract upon approval of a majority of the General Partners, who by resolution may authorize any General Partner of the Partnership to enter into any contract or execute any instrument in the name of and on behalf of the Partnership, and such authority may be general or confined to specific instances.

4.1.6 Accountant. One or more accountant(s) may be selected from time to time by the General Partners to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the General Partners without assigning any cause.

4.1.7 Legal Counsel. One or more attorney(s) may be selected from time to time by the General Partners to review the legal affairs of the Partnership and to perform such

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

other services as may be required and to report to the General Partners with respect thereto. The legal counsel may be removed by the General Partners without assigning any cause.

4.2 Accounting for the Partnership.

4.2.1 Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis unless the General Partner elects to do otherwise or is required to do otherwise by the Code or the Act. The records shall be maintained in accordance with GAAP. All accounting terms not specifically defined in this Agreement, by the Records or by resolution of the General Partner shall generally be construed in accordance with Generally Accepted Accounting Principles ("GAAP") (including the handling of international accounting principles) consistently applied. To the extent that the International Financial Reporting Standards ("IFRS") are adopted in the United States or in Puerto Rico, such standards shall replace GAAP standards in this Agreement. In the event of (i) a conflict between GAAP and IFRS, or (ii) a significant change in the terms or intent of this Agreement would result from applying IFRS, then the General Partners will come to a reasonable working definition that is consistent with the original intent of the Partnership under GAAP.

4.2.2 Annual Statements. Financial statements shall be prepared not less than annually and copies of the statements shall be available to each Partner unless otherwise restricted or withheld as provided herein. Copies of income tax returns filed by the Partnership shall satisfy this requirement unless any Partner shall request in writing formal financial statements.

4.2.3 Interim Financial Statements. On written request and unless otherwise restricted or withheld as provided herein, any Partner shall be entitled to copies of any interim financial statements prepared for the Partnership.

4.2.4 Tax Returns. The General Partners shall cause to be prepared and filed all necessary federal and state income tax returns for the Partnership, including making the elections described in Section 4.2.5 of this Agreement. Each Partner shall promptly furnish to the Partnership all pertinent information in its possession relating to Partnership operations that is necessary to enable the Partnership's income tax returns to be prepared and filed.

4.2.5 Tax Elections. The General Partners shall have the right to make the following elections for the Partnership on the appropriate tax returns:

A. to adopt the calendar year (or any other year) as the Partnership's Fiscal Year;

B. if a distribution of Partnership Property as described in Section 734 of the Code occurs or if a transfer of a Partnership Interest as described in Section 743 of the Code occurs, on written request of any Partner, to elect, pursuant to Section 754 of the Code, to adjust the basis of Partnership properties;

C. to elect to amortize the organizational expenses of the Partnership ratably if permitted by the Code; and

D. to make any other election the General Partners may deem appropriate and in the best interest of the Partners.

Neither the Partnership nor any Partner may make an election for the Partnership to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, except where the Partners unanimously consent to have the Partnership taxed as a corporation.

4.2.6 Tax Matters Partner & Tax Audits. The General Partners may designate a Partner as the "tax matters partner" of the Partnership pursuant to Section 6231(a)(7) of the Code. The tax matters Partner shall take such action as may be necessary to cause each other Partner to become a "notice partner" within the meaning of Section 6223 of the Code. In the event the Partnership is audited by the Internal Revenue Service (or any other taxing authority or regulatory body), the costs and expenses incurred to defend and comply with then such shall be an expense of the Partnership. Any audit of any individual Partner shall not be deemed to be an audit of the Partnership.

4.3 Capital Contributions.

4.3.1 Initial Capital Contributions. Each Partner agrees to immediately execute a subscription agreement for, if necessary, and contribute, as his initial Capital Contribution, cash or other property as set forth on Exhibit A**,** attached hereto and incorporated as a part of this Agreement.

4.3.2 Initial Ownership Interests of Partners. The initial interests of the Partners in the Partnership shall be set based upon their respective proportional Capital Contributions, as set forth on Exhibit A.

4.3.3 Additional Voluntary Contributions. No new Class A Partners or Capital Contributions from existing Class A Partners may be admitted if it would have the effect of diluting the ownership of any Class A Partner (Unless consent is first obtained from that Class A Partner being diluted). The foregoing, however, shall not limit the ability of the General Partner to accept other Trading Partners. The General Partners may admit to the Partnership additional Partners and create and issue additional Partnership Interests to such Persons as they determine. The General Partners shall issue a revised statement of ownership upon admission of new Partners.

4.3.4 Return of Capital Contributions. No Partner shall be entitled to withdraw or demand the return of any part of his Capital Contribution except upon termination of the Partnership and/or as specifically provided for in this Agreement. The General Partners may in their discretion allow non-prorata draws against capital, which shall not alter the percentage of Partnership Interests among the Partners.

4.3.5 Required Contributions -- All Partners. If needed for the business of the Partnership, in the discretion of the General Partners, the Partners will be required to make additional Capital Contributions to the Partnership to meet operating expenses of the Partnership within five (5) days from date of written notice by the General Partners. Any required Capital Contributions shall be made pro rata, in accordance with the Partners' Partnership Interests, unless otherwise agreed to by all Class A Partners in writing.

4.3.6 Gift. All or any part of one or more of the Capital Contributions of one Partner may be made by one or more of the other Partners on behalf of such Partner as a gift.

4.3.7 Treatment of Immaterial Financial Dates for Convenience. To simplify the Partnership accounting, any minor or immaterial adjustment to the Capital Accounts or Profits and Losses of the Partners caused by required or optional Capital Contributions may be made at the next convenient juncture in the Fiscal Year of the Contribution. By way of example, if a Contribution occurred on June 28th and such would be immaterial as to Profits and Losses of that Partner but it would simplify the accounting for the Partnership, then the Partnership may treat the date of such contributions occurring in July 1st since it is the beginning of the month and the mid-year mark.

4.3.8 Failure to Contribute.

A. If a Partner fails to make a required Capital Contribution, the Partnership may exercise, on notice to that Partner (the "Delinquent Partner"), one or more of the following remedies:

(1) taking such action, at the cost and expense of the Delinquent Partner, to obtain payment by the Delinquent Partner of the portion of the Delinquent Partner's Capital Contribution that is in default, together with interest on that amount at the Default Interest Rate from the date that the Capital Contribution was due until the date that it is made;

(2) permitting the Partners, in proportion to their Partnership Interests or in such other percentages as they may agree (the "Lending Partner," whether one or more), to advance the portion of the Delinquent Partner's Capital Contribution that is in default, with the following results:

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

a. the sum advanced constitutes a loan from the Lending Partner to the Delinquent Partner and a Capital Contribution of that sum to the Partnership by the Delinquent Partner,

b. the principal balance of the loan and all accrued unpaid interest is due and payable on the tenth day after written demand by the Lending Partner to the Delinquent Partner,

c. the amount lent bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued, is repaid to the Lending Partner,

d. all distributions from the Partnership that would be made to the Delinquent Partner shall be paid to the Lending Partner until the loan and all interest accrued have been paid in full,

e. the payment of the loan and interest accrued is secured by a security interest in the Delinquent Partner's Partnership Interest,

f. the Lending Partner has the right, in addition to the other rights and remedies granted to it under this Agreement or at law or in equity, to take any action, at the cost and expense of the Delinquent Partner, that the Lending Partner may deem appropriate to obtain payment by the Delinquent Partner of the loan and all accrued and unpaid interest;

(3) exercising the rights of a secured party under the Uniform Commercial Code of the State of Texas; or

(4) exercising any other rights and remedies available at law or in equity.

B. Each Partner grants to the Partnership, and to the Lending Partner with respect to any loans made to that Partner, as security, equally and ratable for the payment of all Capital Contributions that Partner has agreed to make and the payment of all loans and interest accrued made by lending Partners to that Partner, a security interest in its Partnership Interest under the Uniform Commercial Code of the State of Texas. On any default in the payment of a required Capital Contribution or in the payment of a loan or interest accrued, the Partnership or the Lending Partner, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Texas with respect to the security interest granted. Each Partner shall execute and deliver to the Partnership

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

and the other Partners all financing statements and other instruments that the Partnership or the Lending Partner, as applicable, may request to effectuate and carry out the preceding provisions of this section. At the option of the Partnership or a Lending Partner, this Agreement or a carbon, photographic, or other copy of this Agreement may serve as a financing statement.

4.4 Capital Accounts.

4.4.1 Capital Accounts. One Capital Account shall be maintained for each Partner ("Capital Account"). The Capital Account of a Partner generally shall consist of the value of that Partner's original Contribution increased by (a) his additional Contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (i) distributions to them in reduction of their Partnership capital and (ii) his share of Partnership losses. This provision shall be construed to conform with and the Capital Account shall be adjusted in accordance with Treasury Regulations 1.704-1(b)(2)(iv). Capital Accounts shall not bear interest.

4.4.2 Carrying Value Adjustments.

A. If any additional Partnership Interests are to be issued for a contribution of property or cash (other than a de minimis amount) or if any Property or Distributable Cash (other than a de minimis amount) is to be distributed in liquidation of the Partnership or a Partnership Interest, the Capital Accounts of the Partners and the Carrying Value of all Property shall, immediately prior to such issuance or distribution, be adjusted (consistent with the provisions of Section 704(b) of the Code and the Treasury Regulations) upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to all Property (as if the Unrealized Gain or Unrealized Loss had been recognized upon actual sale of the Property upon a liquidation of the Partnership immediately prior to issuance).

B. If all or any portion of a Partnership Interest is transferred to a Permitted Transferee as a gift or deemed gift, the Capital Accounts of the Partners and the Carrying Value of all Property shall, immediately prior to such transfer, be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Property in a manner similar to that set forth in (1) of this subsection. The Capital Accounts and Carrying Values so determined shall be referred to as the "Section 704(c) Capital Accounts" and "Section 704(c) Carrying Values," respectively. The Section 704(c) Capital Accounts and Section 704(c) Carrying Values shall thereafter be adjusted in the same manner as Capital Accounts and Carrying Values.

4.4.3 Transfer of Capital Account. Except as otherwise required by the Treasury Regulations under Code 704(b), in the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Account and the Section 704(c) Capital Account of the transferor to the extent it relates to the transferred interest.

4.4.4 <u>Negative Capital Account</u>. No Partner will be required to restore a deficit in his Capital Account upon liquidation of the Partnership or the Partner's Partnership Interest. The General Partner may treat distributions in excess of a Partner's basis as a loan.

4.5 <u>Drawing Accounts</u>. An individual drawing account shall be maintained for each Partner. All withdrawals made by a Partner (other than for salaries, reimbursement for expenses, and other like items supported by adequate consideration) shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account as follows:

A. A credit balance of a Partner's drawing account at year end shall constitute a Partnership liability to that Partner; it shall not constitute a part of his capital account nor increase his proportionate interest in the Partnership;

B. If, after the net profit or loss of the Partnership for the fiscal year is determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership to the extent of the Partner's Capital Account, and may be offset against it in the discretion of the General Partners.

Payment of any amount owing to the Partnership, if not offset against the Capital Account, shall be made in a manner and time determined by the Partners. Such obligations shall not be made payable on demand, and absent a determination to the contrary, the Default Interest Rate shall apply.

4.6 <u>Profits or Losses</u>.

4.6.1 <u>General Allocations</u>. Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction will be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Agreement. For the purposes of the Class A Partners, profits and losses shall be determined as if the Partnership Property, profits and losses constituted one total Pool ("Partnership Pool"), less any amounts necessary to satisfy the allocations to the Trading Partners in the other sub-Pools comprising the Partnership Pool. As it relates to the Profits and Losses of any Pool of Partnership Property, Profits and Losses shall be allocated as defined herein. Whenever the Partnership is to pay any sum to any Partner, any amounts that Partner owes the Partnership may be deducted from that sum before payment.

4.6.2 <u>Allocation of Profits and Losses</u>. Profits and Losses shall be allocated among the Partners as follows:

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

A. First, Losses shall be allocated to the Partners in accordance with and in proportion to the Partners' proportionate defined Agreed Partnership Splits over a particular Pool but only to the extent of the Partners' Adjusted Capital Accounts.

B. Second, to the extent the allocation of Losses to a Partner would create an Adjusted Capital Account Deficit for that Partner, such Losses shall be allocated to the other Partners; if allowed under applicable law or regulations, in the following priority: first to the Class A Partners and otherwise to other Trading Partners as the General Partner shall determine appropriate.

C. Third, Profits shall be allocated to the Partners in a cumulative amount equal to the prior cumulative Losses allocated to the Partners in a non-pro rata manner, if applicable.

D. Fourth, Profits shall be allocated to Partners in accordance with the written agreement covering the time period in question and a particular Pool covered by the above referenced agreement regarding such Partners' shares of Profits and Losses Interests over a particular Pool of Partnership Property (such agreement referenced herein being the "Agreed Partnership Splits").

E. Fifth, any remaining profits and losses shall be allocated to the Class A Partners in accordance with their proportion of overall Class A Partnership interests.

E. Notwithstanding the preceding allocations, and to the extent the General Partners deem it necessary to insure that the Agreement and the allocations thereunder meet the requirements of Section 704 of the Code and the allocation Treasury Regulations, allocations of the following type and in the following priority will be made to the appropriate Partners in the necessary and required amounts as set forth in the Treasury Regulations under code Section 704(b) of the Code before any other allocations under this Section 4.6.2:

(1) Partner nonrecourse debt minimum gain chargeback under Treasury Regulations Section 1.704-2(i);

(2) Partnership minimum gain chargeback under Treasury Regulations Section 1.704-2(f) (provided that the General Partners may seek a waiver of such chargeback in appropriate circumstances under Treasury Regulations Section 1.704-2(4) in its sole discretion);

(3) In the event any Partners unexpectedly receive any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5),or(6), items of Partnership income and gain

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

to such Partners in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts (excluding from such deficit balance any amounts Partners are obligated to restore under this Agreement or are treated as obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-1(b)(2)(ii)(h), 1.704-2(g), or 1.704-2(i)(5)) created by such adjustments, allocations, or distributions as quickly as possible and in a manner which complies with Treasury Regulations Section 1.704-1(b)(2)(ii)(d);

(4) Partner nonrecourse deductions under Treasury Regulations Section 1.704-2(i) which will in all cases be allocated to the Partner that bears economic risk of loss for the indebtedness to which such deductions are attributable; and,

(5) To the extent an adjustment to the adjusted tax basis of any Property under Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts under Treasury Regulations Section 1.704(b)(2)(iv)(m), the amount of the adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis), and the gain or loss will be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

The allocations set forth in Section 4.6.2(5) of this Agreement (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. The Regulatory Allocations may affect results which would not be consistent with the manner in which the Partners intend to divide Partnership distributions. Accordingly, the General Partners are authorized to divide other allocations of Profits, Losses, and other items among the Partners so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Partners under Section 4.6 of this Agreement if such distributions were made in accordance with the Proportionate Partnership Interest of the Partners, but for application of the Regulatory Allocations. In general, the reallocation will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deductions, to the extent they exist, among the Partners so that the net amount of the Regulatory Allocations and the special allocations to each Partner is zero. The General Partners will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations. Pursuant to Treasury Regulations Section 1.752-3(a)(3), solely for purposes of determining each Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership (as defined in Regulations Section 1.752-3(a)(3)), each Partner's interest in Profits will be equal to his Proportionate Partnership Interest.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

4.6.3 <u>Transferor - Transferee Allocations; Section 754 Election</u>. Income, gain, loss, deduction or credit attributable to any interest in the Partnership which has been transferred shall be allocated between the transferor and the transferee under any method allowed under Section 706 of the Code as agreed by the transferor and the transferee. The General Partners, at their discretion, may make the election provided under Section 754 of the Code and any corresponding provision of applicable state law.

4.6.4 <u>Reliance on Advice of Accountants and Attorneys</u>. The General Partners and Class A Partners shall have no liability to the Partners of the Partnership or to any other Person or Affiliate (and such other Persons hereby fully release the General Partners and Class A Partners) if they rely upon the written opinion of tax counsel or accounts retained by the Partnership with respect to all matters (including disputes) relating to characterizations, computations and determinations required to be made under this article or other provisions of this Agreement or in any tax returns, elections or filings. After all allocations under this article have been made the General Partners, in their discretion, shall reallocate income among the Partners to the least extent necessary to insure that the provisions of Code Section 704(e) and the Treasury Regulations have been fulfilled, especially Treasury Regulations Section 1.704-1(e)(3). To the extent that any Partner was allocated income which the Internal Revenue Service finally determines should have allocated to any other Partner under the principles of Code Section 704(e), whether by way of a guaranteed payment or otherwise, the second Partner intends and does designate the income as a gift to the first Partner.

4.6.5 <u>Tax Allocations; Code section 704(c)</u>. With regard to income, gain, loss, depreciation, depletion and cost recovery deductions for federal income tax purposes: In the case of a Contributed Property, such items will be allocated among the Partners in the manner provided in Section 704(c) of the Code and its Treasury Regulations to take account of the Built-In Gain and Built-In Loss at the time of contribution and, in the case of any Property the Carrying Value of which has been adjusted pursuant to Section 4.4 of this Agreement, such items will be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code and its Treasury Regulations to take into account differences between the Gross Asset Value and the adjusted tax basis of such property at the time of such adjustment. Allocations under this subsection are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses or other items or distributions under any provision of this Agreement.

4.6.6 <u>Partner Acknowledgement</u>. The Partners agree to be bound by the provisions of this Article in reporting their shares of Partnership income and loss for income tax purposes. They further agree that the Class A Partners and the General Partners shall have the sole determination power as it relates to any tax allocations or tax decisions except as may be limited herein or as agreed among the Class A Partners and other Partners with regard to any Partnership Interests. For so long as such tax allocations or decisions are in the best interests of the Partnership, then the Partners and the Partnership shall not be liable

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

to any Partner for any adverse impact such decision or allocation creates on any Partner or their Affiliate.

4.6.7 Election to be taxed as a Corporation. Should the General Partner elect to have the Partnership taxed as a Corporation, a Subchapter S Corporation, or any other tax status which is now or may become available, then the Profits and Losses shall be allocated, the Capital Accounts shall be adjusted, and draws shall be permitted, only as allowed under the Code and the Treasury Regulations then applicable to such entity. The General Partner may amend this Agreement or issue revised policies and practices to comply with such tax election.

4.7 Distributions.

4.7.1 General Distributions & Tax Distributions. Subject to the other provisions of this Agreement, Distributable Cash may be distributed at the sole discretion of the General Partners among the Partners. Notwithstanding the foregoing, to the maximum extent possible without requesting additional capital or borrowing funds to do so, on or before the tenth (10th) day of January, April, June and September of each year with the intent to meet estimated tax payment obligations, the General Partner shall make minimum distributions of Distributable Cash to the Partners in an amount equal to thirty five percent (35%) of the estimated Adjusted Allocated Taxable Income (as hereinafter defined) of the Partners for such Fiscal Year as determined through the end of the immediately preceding calendar quarter(s) (the "Tax Distribution"), less an amount equal other Distributions previously made in any such Fiscal Year (including any prior Tax Distributions). Any such distributions to the Partners shall be made in proportion to the Adjusted Allocated Taxable Income of each Partner. The "Adjusted Allocated Taxable Income" of a Partner shall be the estimated taxable income of the Partnership, if any, which is allocated to such Partner for the applicable period. Any overpayment of Tax Distributions made under this Section shall be carried over to subsequent Fiscal Years or time periods and treated as a current Tax Distribution until it is fully depleted against the current Tax Distributions.

4.7.2 No Interest. If any Partner does not withdraw the whole or part of his share of any cash or Property distribution, the Partner shall not be entitled to receive any interest without the consent of the General Partners. Further, such non-withdrawn amount may at the option of the General Partners become an Additional Capital Contribution, if otherwise permitted at that time.

4.7.3 Transferor - Transferee Shares. Unless agreed in writing by a transferor and transferee, Distributable Cash allocable to the transferred Partnership Interest which may have been transferred during any year shall be distributed to the holder of such Partnership Interest who was recognized as the owner on the date of such distribution, without regard to the results of Partnership operations during the year.

4.7.4 Partner Loans. Notwithstanding the foregoing, if any Partner advances any funds or makes any other payment (which is approved or subsequently ratified by the General Partners) to or on behalf of the Partnership, not required in this Agreement, to cover operating or capital expenses of the Partnership which cannot be paid out of the Partnership's operating revenues, any advance or payment shall be deemed a loan to the Partnership by the Partner, bearing interest from the date of the advance or payment was made until the loan is repaid at the General Interest Rate, unless another rate is agreed to by the General Partners. All distributions of Distributable Cash shall first be distributed to the Partners making the loans until the loans have been repaid, together with interest. Thereafter, the balance of the distributions, if any, shall be made in accordance with the terms of this section. If distributions are insufficient to repay all loans as provided above, the funds available shall first be applied to repay the oldest loan and, if any funds remain available, the funds shall be applied in a similar manner to remaining loans in accordance with the order of the dates on which they were made; however, as to loans made on the same date, each loan shall be repaid pro rata in proportion that the loan bears to the total loans made on that date.

4.8 Limitation on Discretion to Make Distributions. The General Partners shall, on at least a quarterly basis, make a determination as to what Distributable Cash and/or Property is available for distribution to the Partners. They may base such determination on the need for the Property and Distributable Cash in the operation of the Partnership business, considering both current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the Partnership Business Purpose(s). General Partners, in determining the amount of Distributable Cash available for the payment of distributions, may take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing them within the limits of the Partnership's maintainable credit, the preservation of its capital as represented in the Property of the Partnership as a fund for the protection of its creditors, and the character of its surplus Property. Any contributed Property or borrowed funds by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of Property contributed to the Partnership or from the sale of any Property purchased with borrowed funds, or any reinvestment of any of the Property, including the portion of the sale proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes. Any Distributable Cash derived from income may then, to the extent deemed unnecessary for Partnership purposes by the General Partners under the foregoing standard, be distributed in accordance with this Agreement.

When distributions are made to the Class A Partners (or among a class or group of Trading Partners), they shall generally be made pro-rata according to their Partnership Interests therein (but also taking into account their Capital Account balance and prior draws from their drawing account or credit balances thereto so as to render all distributions pro-rata across time, which may not necessarily be equal in any one quarter or time period in question). By way of example, if the Partnership had two Partners with Partnership Interests that are 96.5% and 3.5%, and the Partner

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

owning 3.5% had a prior credit balance of $1000 in their drawing account, then the General Partners could distribute $1000 first to the Partner owning 3.5% and thereafter would distribute all distributions according to the pro-rata Partnership Interests (or 86.5% and 3.5% respectively).

ARTICLE V
DISSOLUTION AND TERMINATION

5.1 **Events of Dissolution.** Except as otherwise provided in this Agreement, the Partnership shall be dissolved upon the occurrence of any of the following events:

A. an affirmative vote of a Majority in Interest of all Class A Partners;

B. The expiration of the stated term of the Partnership;

C. A Partner dies, is expelled, becomes a Bankrupt Partner, or dissolves and the Partnership is not otherwise continued as provided herein;

D. Any other event occurs that terminates the continued Partnership of a Partner in the Partnership (including an event by which the Partner Disposes of his Partnership Interest or otherwise is deemed an Assignee) and the Partnership is not otherwise continued as provided herein;

E. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law under the Act;

F. Any other event causing dissolution under the Act but not explicitly covered herein.

5.2 **Limitation on Event of Dissolution.** Notwithstanding Section 5.1, the Partnership shall not dissolve upon the occurrence of an event that would otherwise result in dissolution under Section 5.1(B),(C) or (D) when there is at least one remaining Partner, and the business of the Partnership is continued by the consent of a Majority in Interest of the remaining Partners, in accordance with the Act. Any failure to vote on such an instance coupled with continued operations of the Partnership shall be deemed the affirmative act required herein to continue the Partnership.

5.3 **Winding Up.** In the event of dissolution, the remaining General Partners or Partners who have not wrongfully caused the dissolution shall wind up the affairs of the Partnership or designate a Liquidator for such purpose. The Liquidator acting to wind up the business shall have all rights available to the General Partners hereunder, all rights available under the Act, and all further rights not expressly prohibited by law including but not limited to the full right and unlimited discretion, for and on behalf of the Partnership:

1. to prosecute and defend civil, criminal or administrative suits;

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

2. to collect Partnership Property and assets, including obligations owed to the Partnership;

3. to settle and close the Partnership's business;

4. to dispose of and convey all Partnership Property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales of Partnership Property;

5. to pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Partnership Property;

6. to discharge the Partnership's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership;

7. to distribute any remaining Partnership Property (or proceeds from the sale of Partnership Property) to the Partners;

8. to prepare, execute, acknowledge and file a certificate of dissolution under the Law and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Partnership; and

9. to exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Partners under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator (if not the Partners) shall not be liable to the Partners and shall, while acting in such capacity on behalf of the Partnership, be entitled to the indemnification rights set forth in Article XIV hereof.

On any voluntary dissolution, or upon expiration of the Partnership term, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The Partnership assets shall be applied as provided in the Act.

5.3.1 <u>Gains or Losses in Process of Liquidation</u>. Any gain or loss on Disposition of Partnership Property in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind

and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses.

5.3.2 Method of Division Upon Liquidation or Sale. In the event of: 1) a liquidation Partnership or 2) the sale of all or substantially all of the Partnership Property, the proceeds shall be distributed among the Partners as follows:

1. to the extent permitted by law, to satisfy Partnership liabilities to creditors of the Partnership, whether by payment or establishment of reserves;

2. to satisfy Partnership obligations to Partners including but not limited to loans made by a Partner to the Partnership or past due Partnership distributions;

3. in an amount necessary to zero out a Partner's Capital Account provided that such Capital Account or Partnership Interest may be subject to a Preference in which case, the amount of the Preference shall be allocated to the Person holding the Preference; and

4. thereafter all remaining proceeds shall be distributed to the Partners in proportion to their Partnership Interests.

For purposes of this Agreement the term "Preference" means the fair market value attributable solely to the Interest of a Partner assigning such Partnership Interest to another Partner (as approved by the Partnership), provided that such Preference is clearly intended to grant the holder of the Preference the right to collect an amount equal to the fair market value of the Partnership Interests as of the date they were assigned to the receiving Partner from the Partnership at the liquidation or sale of all or substantially all of the Partnership Property (less any consideration paid in advance of such for the Partnership Interests or to reduce such Preference). In the event a Preference is granted to an assigning Partner, then the Partner who receives such Partnership Interests subject to the Preference shall receive only those amounts upon liquidation or sale which are in excess of the Preference amount.

ARTICLE VI
MANAGEMENT

6.1 Management by General Partners.

6.1.1 Management by General Partners. The Partnership is to be managed by General Partners. In the case of multiple General Partners, no actions may be taken by an individual General Partner or group of General Partners without a formal vote of the General Partners unless such General Partner has an explicit authorization from the Partnership to take such actions without consent. In the absence of such an authorization, any action, prior

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

to such action being taken must be submitted to all of the General Partners in the manner prescribed for making decisions and taking actions in this Agreement. Except for situations in which the approval of the Partners is required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of this Article, (i) the powers of the Partnership shall be exercised by or under the authority of, and the business and affairs of the Partnership shall be managed under the direction of, the General Partners; and (ii) the General Partners may make all decisions and take all actions for the Partnership not otherwise provided for in this Agreement, including, *without limitation*, the following:

A. entering into, making, and performing contracts, agreements, and other undertakings binding the Partnership that may be necessary, appropriate, or advisable in furtherance of the purposes of the Partnership and making all decisions and waivers thereunder;

B. opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

C. maintaining the assets of the Partnership in good order;

D. collecting sums due the Partnership;

E. to the extent that funds of the Partnership are available therefore, paying debts and obligations of the Partnership;

F. acquiring, utilizing for Partnership purposes, and selling or otherwise disposing of any Property of the Partnership, including *without limitation* real estate, securities, futures, and options;

G. borrowing money, pledging assets, utilizing margin accounts, or otherwise committing the credit or assets of the Partnership for Partnership activities and voluntary prepayments or extensions of debt;

H. selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

I. obtaining insurance for the Partnership;

J. determining distributions of Partnership cash and other property;

K. admitting new Partners, approving assignments of Partnership Interests or establishing criteria for either of such, including as to any and all Trading Partners.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

6.1.2 Limitations on General Partners. The provisions of Section 6.1.1 notwithstanding, the General Partners may not cause the Partnership to do any of the following without complying with the applicable requirements set forth below:

A. sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all of substantially all the Partnership's property and assets (with or without good will), other than in the usual regular course of the Partnership's business, without complying with the applicable procedures set forth in the Act, including, without limitation, the requirement in the Act regarding approval by the Partners (unless such provision is rendered inapplicable by another provision of applicable law); and

B. be a party to (i) a merger, or (ii) an exchange or acquisition of the type described in Chapter Ten of the Act, without complying with the applicable procedures set forth in the Act.

6.2 Delegation of Management.

6.2.1 General Partners May Delegate Authority. In managing the business and affairs of the Partnership and exercising its powers, the General Partners may act (i) collectively through meetings and written consents; (ii) through committees; and (iii) through Administrators, Officers or individual General Partners to whom authority and duties may be delegated. Additionally, the General Partners may grant an employee or other agent the authority to sign checks or take action for the Partnership.

6.2.2 Delegation to Committees. The General Partners may, from time to time, designate one or more committees, each of which shall be comprised of one or more General Partners. Any such committee, to the extent provided in such resolution or in the Articles or this Agreement, shall have and may exercise all of the authority of the General Partners, subject to the limitations set forth in the Act. At every meeting of any such committee, the presence of a majority of all the Partners thereof shall constitute a quorum, and the affirmative vote of a majority of the Partners present shall be necessary for the adoption of any resolution. The General Partners may dissolve any committee at any time, unless otherwise provided in the Articles or this Agreement.

6.2.3 Delegation to Officers. The General Partners may, from time to time, designate one or more Persons to be an Officer ("Officer") of the Partnership, who shall perform (1) the duties provided in this Agreement for such office generally, and (2) any specific delegation of authority and duties made to such Officer by the General Partners. Generally, and unless otherwise stated by the Partnership, the duties and types of Officers would be as follows:

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

6.2.3.1 **President.** The General Partners may appoint at any time a President. Alternatively the Partners or General Partners may name one or more General Partners to serve as an "Operating General Partner" or "Administrator" and hold all the powers of a President (such terms being used interchangeably herein). The President shall be the chief executive Officer of the Partnership responsible for the general overall supervision of the business and affairs of the Partnership. The President shall, when present, preside at all meetings of the Partners. The President may sign, on behalf of the Partnership, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed, by the General Partners or the Partners, except in cases where the signing or execution thereof shall be expressly otherwise delegated by or reserved to the Partners, or the General Partners, or by this Agreement, or by any statute. In general, the President shall perform all duties as may be prescribed by the General Partners from time to time and shall have the following specific authority and responsibility:

A. The President shall effectuate this Agreement and the actions and decisions of the General Partners;

B. The President shall direct and supervise the operations of the Partnership;

C. The President, within such parameters as may be set by the General Partners, shall establish such charges for services and products of the Partnership as may be necessary to provide adequate income for the efficient operation of the Partnership;

D. The President, within the budget established by the General Partners, shall set and adjust wages and rates of pay for all personnel of the Partnership and shall appoint, hire and dismiss all personnel and regulate their hours of work;

E. The President shall keep the General Partners advised in all matters pertaining to the operation of the Partnership, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report at each regular meeting and at other times as may be directed by the General Partners;

6.2.3.2 **Other Officers.** The Partnership may, at the discretion of the General Partners, have additional Officers including, without limitation, one or more Vice-Presidents, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Partners or General Partners. One person may hold two or more offices. When the incumbent of an office is (as determined by the incumbent himself or by the General Partners or Partners) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the General Partners.

6.2.3.3 **Election and Tenure.** The General Partners may operate the Partnership without electing Officers. During anytime which the General Partners choose to have Officers, the Officers of the Partnership may be elected annually by the General Partners, but annual elections shall not be required. Each Officer shall hold office from the date of his election until his successor is elected, unless he resigns or is removed.

6.2.3.4 **Resignations and Removal.** Unless there is an agreement the contrary, any Officer may resign at any time by giving written notice to the General Partners and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the General Partners with or without cause.

6.2.3.5 **Vacancies.** A vacancy in any office may be filled for the unexpired portion of the term by the General Partners. During any time that an office is not filled, the General Partners shall perform the duties of that office, or assign those duties to another office.

6.2.3.6 **Salaries.** The salaries of the Officers shall be fixed from time to time by the General Partners and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Partner or a General Partner of the Partnership.

6.3 **Number and Term of General Partners.** The number of General Partners of the Partnership shall be determined from time to time by resolution of the General Partners or the Class A Partners, including Limited Partners; provided, however, that no decrease in the number of General Partners or that would have the effect of shortening the term of an incumbent General Partner may be made by the General Partners. If the General Partners make no such determination, the number of General Partners shall be the number set forth in the Articles as the number of General Partners constituting the initial General Partners or as may be specified by a vote of the Class A Partners. Each General Partner shall hold office for the term for which elected and thereafter until such General Partner's successor shall have been elected and qualified, or until such General Partner's earlier death, resignation or removal. Unless otherwise provided in the Articles, General Partners need not be Partners or residents of the State of Texas.

6.4 **Classification of General Partners.** By affirmative vote of the General Partners or by affirmative vote of the holders of a Majority in Interest, this Agreement may provide that the General Partners shall be divided into two or more classes, each class to be as nearly equal in number as possible, the terms of office of General Partners of the first class to expire one year, that of the second class to expire two years after their election, and that of the third class, if any, to expire three years after their election. If this classification of General Partners is implemented, (1) the whole

number of General Partners of this Partnership need not be elected annually, and (2) annually after such classification, the number of General Partners equal to the number of the class whose term is expiring shall be elected to succeed them.

6.5 **Removal.** Any and all General Partners may be removed, either for or without Cause, at any special meeting of Partners by the affirmative vote of a Majority in Interest entitled to vote at elections of General Partners (Specifically, the Class A Partners). The Notice calling such meeting shall give notice of the intention to act upon such matter, and if the Notice so provides, the vacancy caused by such removal may be filled at such meeting by vote of a Majority in Interest entitled to vote for the designation of General Partners.

6.6 **Resignations.** Any General Partner may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified then at the time of its receipt by the President, or the remaining General Partners, or if there are none then by the Partners. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. If a General Partner resigns their Interest shall be converted to that of a Limited Partner.

6.7 **Vacancies.** Any vacancy occurring in the General Partners may be filled by the affirmative vote of a majority of the remaining General Partners, though less than a quorum of the General Partners. A General Partner elected to fill a vacancy shall be elected for the unexpired term of the General Partner's predecessor in office. Any General Partner position to be filled by reason of an increase in the number of General Partners shall be filled by a Majority in Interest of the Class A Partners.

6.8 **Place of Meetings.** Meetings of the General Partners, regular or special, may be held either within or without the State of Texas.

6.9 **Approval or Ratification.** The General Partners in their discretion may submit any act or contract for approval or ratification at any special meeting of the Class A Partners called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by a Majority in Interest shall be as valid and as binding upon the Partnership and upon all the Partners as if it shall have been approved or ratified by every Partner of the Partnership.

6.11 **Compensation.** By resolution of the General Partners, the General Partners may be paid their expenses, if any, of attendance at each meeting of the Partners and may be paid a fixed sum for attendance at each meeting of the Partners or a stated salary as General Partner. No such payment shall preclude any General Partner from serving the Partnership in any other capacity and receiving compensation therefor. Partners of any special or standing committees may, by resolution of the General Partners, be allowed compensation for attending committee meetings.

ARTICLE VII
MISCELLANEOUS

7.1 **Notice.** Any notice required or permitted to be given pursuant to the provisions of the Act, the Articles, or this Agreement shall be effective as of the date personally delivered or, if sent by mail, on the date that is seventy two (72) hours after it is deposited with the United States Postal Service (or another reputable courier), prepaid and addressed to the intended receiver at his last known address as shown in the records of the Partnership. Additionally, the parties may give notice by fax or email to the regularly known and monitored fax number or email of the intended recipient. In the case of notice by fax or email, the notice shall be deemed received on the date that is seventy two (72) hours after it is sent to the intended recipient (provided however, that the recipient may notify the Partnership that notice, including response via auto responder, using email or fax shall be ineffective for short periods of time – i.e., while traveling, etc. – in which case, notice shall not be effective until 72 hours after such period of absence expires). Any such delivery contemplated herein shall constitute proper "Notice" under this Agreement.

7.2 **Waiver of Notice.** Whenever any Notice is required to be given pursuant to the provisions of the Act, the Articles or this Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall be deemed waiver of Notice regarding that meeting.

7.3 **Indemnification by Partnership and Partners of General Partners.** The Class A Partners and the General Partners shall be entitled to all indemnification authorized or allowed by the Act. The Partnership shall indemnify, save and hold harmless the Class A Partners and the General Partners together with its Designated Key Persons, other Affiliates, Officers, directors, partners, employees, and agents from any Proceeding, loss, damage, claim or liability, including but not limited to direct and indirect costs and reasonable attorneys' fees and expenses, incurred by them by reason of any act performed by the Person on behalf of the Partnership or in furtherance of the Business Purpose and which are not gross negligence, fraud, intentional misconduct, or extreme bad faith; provided, however, that this indemnity from the Partnership shall be satisfied out of Partnership Property and other insurance contracts only. As to all other Persons, The Partnership, at the resolution of the General Partners, may indemnify any person who was or is a party/defendant or is threatened to be made a party/defendant to any Proceeding (other than an action by or in the right of the Partnership) by reason of the fact that he is or was a Partner, General Partner, Designated Key Person, Officer, employee or agent of the Partnership, or is or was serving at the request of the Partnership, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such Proceeding. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not in itself create a presumption that the Person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Partnership and, with respect to any criminal action or Proceeding, had reasonable cause to believe that his conduct was unlawful.

Each of the Partners and its Designated Key Persons, other Affiliates, Officers, directors, partners, employees, and agents shall indemnify, save and hold harmless the Partnership and its

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Affiliates from any Proceeding, loss, damage, claim or liability, including but not limited to direct and indirect costs and reasonable attorneys' fees and expenses, incurred by them by reason of any act performed by the Person which involve gross negligence, fraud, extreme bad faith, or misconduct.

7.4 **Indemnification Funding.** The Partnership shall fund the indemnification obligations provided by Section 7.3 in such manner and to such extent as the General Partners may from time to time deem proper, including obtaining insurance for such obligations or potential obligations.

7.5 **Duty of Care.** No Class A Partner or General Partner shall be liable for any act or omission except those resulting from gross negligence, fraud, extreme bad faith, or intentional malfeasance. To the maximum extent allowed by law, such Persons will not owe (and all Partners of the Partnership expressly disclaim and/or release) any fiduciary duty to the Partnership or any Partner or General Partner. To the maximum extent allowed by law, such Persons will not owe (and all Partners and the Partnership expressly disclaim and/or release) any and all other duties (including a duty of loyalty and a duty of care) to the Partnership or to any Partner or General Partner. Despite this disclaimer and release, if such Persons are found to owe a duty of loyalty, a duty of care, and/or other duties to anyone else which may not be disclaimed by agreement then such duty shall still be curtailed, defined or disclaimed to the maximum extent allowed by law and any definitions or thresholds which are applicable and allowed by such shall be construed so as to minimize the duties owed to the maximum extent allowed by law at the time of the action in question. To the maximum extent allowed by law the business decisions of such Persons shall not be questioned. Specifically and by way of example, any violations of the duty of care or the duty of loyalty, or any other duty imposed upon any Persons which may not be disclaimed or released by agreement, shall be expressly limited to those instances where the Person acts with gross negligence, extreme bad faith, fraud, or intentional malfeasance.

To the extent applicable state law will permit, a General Partner or other Person who succeeds another will be responsible only for the Property and Records delivered by or otherwise acquired from the preceding Person and may accept as correct the Records of the preceding Person without duty to audit the records or to inquire further into the administration of the predecessor and without liability for a predecessor's errors and omissions.

7.6 **Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

7.7 **Articles and Other Headings.** The Articles and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation.

7.8 **Reimbursement of Officers, General Partners and Partners.** Officers, General Partners and Partners shall generally receive reimbursement for nominal expenses reasonably incurred in the performance of their duties, as determined by the General Partner.

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

7.9 Construction. All references to articles and sections refer to articles and sections of this Agreement (unless stated otherwise that they apply to the Act or the Articles), and all references to exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes. No preference shall be given to one party by virtue of the fact that such party did not draft this Agreement nor shall any bias be placed against the drafter. No failure by any Person to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any breach or any other covenant, duty, agreement or condition.

7.10 Venue and Attorney's Fees. Any dispute arising hereunder or among the Partners or General Partners (or their Affiliates) shall be resolved in the courts of Montgomery County, Texas. Except as otherwise provided in this Agreement, in the event a dispute arises between any Persons hereto (or their Affiliates), the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred. **ALL PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY TEXAS STATE DISTRICT COURT SITTING IN MONTGOMERY COUNTY, TEXAS, UNITED STATES OF AMERICA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENTS, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE DISTRICT COURT, (II) WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS, (III) WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (IV) TO THE GREATEST EXTENT ALLOWED BY UNITED STATES LAW CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS, SUMMONS, NOTICE OR DOCUMENT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE ADDRESS FOR THE PARTY SPECIFIED IN THIS AGREEMENT AND (V) AGREES THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW WITHOUT NECESSITY OF REHEARING THE MERITS OF SUCH. SHOULD IT BE NECESSARY, AND AT THE REQUEST OF ANOTHER PARTNER OR GENERAL PARTNER, ALL PARTIES AGREE TO PROMPTLY APPOINT AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF TEXAS AND TO INFORM GENERAL PARTNER OF ITS SELECTION OF SUCH AGENT.** Each Party further agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that the other Parties hereto shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to the Party at law or in equity. Each Party further agrees not to oppose the granting of such relief, and hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

7.11 Power of Attorney. Each Partner, and any Assignee or transferee of their Interest in the Partnership, irrevocably makes, constitutes and appoints the General Partners, including any Successor General Partners, and each of them, now or hereafter serving, with full power of substitution, as their true and lawful attorneys-in-fact and agents, for them and in their name, place

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

and stead and for their use and benefit. Any such agent may sign, execute, certify, acknowledge, file and/or record in the name, place and stead of such Partner or his successor in Interest, this Agreement, and all appropriate instruments amending or related to the Partnership property or this Agreement as now and as hereafter amended, including, without limitation instruments necessary to: (i) reflect the exercise by the General Partner of any of the powers granted to the General Partner under this Agreement; (ii) reflect any amendments duly made to the Agreement; (iii) reflect the admission to the Partnership of a substituted Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; (iv) continue the Partnership's value existence; (v) reflect the Partnership's dissolution and termination in accordance with the Agreement; or (vi) comply with this Agreement or the laws of Texas or any other jurisdiction or governmental agency. Each Partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing as fully as such Partner might or could do if personally present and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be deemed to be coupled with an interest and irrevocable, and it shall survive the death, dissolution, incompetency or legal disability of any Partner (or their Designated Key Person) and shall extend to their heirs, executors, successors and assigns. The power of attorney may be exercised by an agent in any manner, including exercise by facsimile signature. This power of attorney does not enlarge the powers of the Partners or General Partners under the other terms of this Agreement.

7.12 Amendments. This Agreement may be altered, amended, restated, or repealed and a new Agreement may be adopted by vote of a Majority in Interest of all of the Class A Partners provided that: (a) an amendment or modification reducing a Partner's interest in profits or losses (except as otherwise provided by this Agreement) is effective only with that Partner's consent and (b) an amendment or modification reducing the required measure for any consent or vote in this Agreement is effective only with the consent or vote of Partners having the requisite Partnership Interests or other measure previously required.

7.13 Severance. In the event any sentence or paragraph of this Agreement is declared by a court to be void or by the Internal Revenue Service, for the purposes of Section 2704 of the Code, to be non-effective, that sentence or paragraph shall be deemed severed from the remainder of the Agreement, and the balance of the Agreement shall remain in effect. This provision shall not prohibit the Partnership or any Partner from contesting a determination of non-effectiveness of any provision of this Agreement by the Internal Revenue Service.

Further, It is understood and agreed that, should any portion of any clause or paragraph of this Agreement be deemed too broad to permit enforcement to its full extent, or should any portion of any clause or paragraph of this Agreement be deemed void as against public policy or unconscionable such that it is unenforceable (including any item which would cause an unintended tax consequence under the Code) in the manner it is herein written, then said clause or paragraph will be reformed by the General Partner and enforced to the maximum extent permitted by law in a manner that is as close as possible to the original intent of the parties. Additionally, if any of the provisions of this Agreement are ever found by a court of competent jurisdiction to exceed the maximum enforceable (i) periods of time, (ii) geographic areas of

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

restriction, (iii) scope of non-competition or non-solicitation and/or (iv) description or identification of the Partnership's business, or for any other reason, then such unenforceable element(s) of this Agreement will be reformed and reduced to the maximum periods of time, geographic areas of restriction, scope of non-competition or non-solicitation and/or description of the Partnership's business that is permitted by law. In this regard, any unenforceable, unreasonable and/or overly broad provision will be reformed and/or severed so as to permit enforcement of this Agreement to the fullest extent permitted by law and in conformity to the nearest legal alterative to that of the Partners' original Agreement.

7.14 Disclosure. Each Partner hereby agrees and acknowledges that: (a) The General Partner has retained legal counsel in connection with the formation of the Partnership and expects to retain legal counsel (collectively, "Firms") in connection with the operation of the Partnership, including making, holding and disposing of investments; (b) Except as otherwise agreed to by the General Partner in writing in its sole discretion, the Firms are not representing and will not represent the Partners in connection with the formation of the Partnership, the offering of Partnership interests, the management and operation of the Partnership, or any dispute that may arise between any Partner on one hand and the General Partner and/or the Partnership on the other (the "Partnership Legal Matters"). Except as otherwise agreed to by the General Partner in writing in its sole discretion, each Partner will, if it wishes counsel on a Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel; (c) Each Partner hereby agrees that the Firms may represent the General Partner and the Partnership in connection with any and all Partnership Legal Matters (including any dispute between the General Partner and one or more Partner) and waives any present or future conflict of interest with Firms regarding Partnership Legal Matters arising by virtue of any representation or deemed representation of such Partner or the Partnership on account of Firm's representation described in subsection (a) above; provided, however, that the Partners are not hereby agreeing to Firm's representation of the Partnership in a derivative action on their behalf against the General Partner. Each of the parties acknowledge that they: (1) were urged in advance by the Attorney and Firm who prepared this Agreement and the other Records on behalf of the Partnership, both now and as to Records or amendments in the future, to secure separate independent legal counsel in connection with signing and making this Agreement and its effect upon each of them and/or their marital property, (2) has carefully read and understood the provisions of this Agreement, (3) understands that his or her marital rights in property may be adversely affected by this Agreement, (4) is signing and making this Agreement voluntarily, (5) has been provided a fair and reasonable disclosure of the property and financial obligations of any other Party hereto including the Partnership, and (6) hereby voluntarily and expressly waives in this writing any right to disclosure of the property and financial obligations of the other Partners beyond the disclosure provided.

7.15 Entire Agreement. THIS AGREEMENT (TOGETHER WITH THE OTHER WRITTEN ANCILLARY AGREEMENTS) CONTAINS THE ENTIRE AGREEMENT AMONG THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. IT SUPERSEDES ALL PRIOR WRITTEN AND ORAL AGREEMENTS AND UNDERSTANDINGS AMONG THE PARTIES HERETO REGARDING SAME AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

ORAL AGREEMENTS BY THE PARTIES OR ANY TERM SHEETS BETWEEN THE PARTIES ALL THE TERMS AND CONDITIONS OF WHICH ARE SUPERSEDED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.16 Execution. This Agreement may be executed in multiple counterparts, any one of which shall be an original. In the event certain Persons executed separate counterparts, all so executed shall constitute one Agreement, binding on all the Persons hereto, despite the failure of a Person to sign all counterparts separately. The parties hereto shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate, in the discretion of the General Partners, to achieve the purposes of this Agreement.

[Remainder of page left blank. Signatures on next page]

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

CERTIFICATION

THE UNDERSIGNED, being the all of the Partners of **ASPIRE COMMODITIES, LP**, a Texas Limited Partnership, hereby evidence their adoption and ratification of the foregoing Agreement of the Partnership.

Effective Date: September 5, 2013

LIMITED PARTNER(S):

RURAL ROUTE 3 HOLDINGS, LP

DocuSigned by:
Adam Sinn
31AE81A90BCA4B9...

By: **RURAL ROUTE 3 MANAGEMENT, LLC**, its General Partner
By: **SINN LIVING TRUST**, Manager of the General Partner
By: **ADAM C. SINN**, Trustee of the Manager

GENERAL PARTNER(S):

ASPIRE COMMODITIES 1, LLC

DocuSigned by:
Adam Sinn
31AE81A90BCA4B9...

By: **SINN LIVING TRUST**, Manager of the General Partner
By: **ADAM C. SINN**, Trustee of the Manager

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

EXHIBIT "A"

Updated September 5, 2013

Partner(s)	Percentage	Capital
ASPIRE COMMODITIES 1, LLC (Class A General Partner)	**1.00%**	**See Records**
RURAL ROUTE 3 HOLDINGS, LP (Class A Limited Partner)	**99.00%**	**See Records**

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

EXHIBIT B
DESIGNATED KEY PERSON(S)

ADAM C. SINN as to their direct or indirect interest in the Partnership, specifically but limited to their ownership through RURAL ROUTE 3 HOLDINGS, LP and/or RURAL ROUTE 3 MANAGEMENT, LLC and/or SINN LIVING TRUST**.**

EXHIBIT C

PRIMARY OPERATING COMPANIES

ASPIRE COMMODITIES, LP, a Texas Limited Partnership
ASPIRE COMMODITIES 1, LLC, a Puerto Rico Limited Liability Company
ASPIRE CAPITAL MANAGEMENT, LLC, a Texas Series Limited Liability Company
3S REAL ESTATE INVESTMENTS, LLC, a Texas Limited Liability Company
MAROON SERVICES, INC, a Texas Corporation
POSEIDEN COMMODITIES, LLC, a USVI Limited Liability Company
RAIDEN COMMODITIES 1, LLC, a Puerto Rico Limited Liability Company
RAIDEN COMMODITIES, LP, a USVI Limited Partnership
RURAL ROUTE 3 HOLDINGS, LP, a Texas Limited Partnership
RURAL ROUTE 3 MANAGEMENT, LLC, a Texas Limited Liability Company

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

EXHIBIT D

SPOUSAL ASSENT AND AFFIRMATION

The undersigned Spouse ("Spouse") of __________________________ ("Partner," herein although such "Partner" may simply be a Designated Key Person and/or be an owner indirectly including indirect ownership through various other entities, Affiliates, parents or subsidiaries), hereby signs this **ASSENT AND AFFIRMATION** ("Assent") and joins in the execution of that certain Partnership Agreement dated September 5, 2013, as may be amended from time-to-time ("Agreement") for the purposes of evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement; and affirming and/or re-affirming, as the case may be, the corporate documentation contained Partnership's corporate Records ("Records"), including but not limited to any restrictions on transfer of an interest or rights of repurchase surrounding spouses.

The Partner is a Partner, Designated Key Person or potential Partner of **ASPIRE COMMODITIES, LP** ("Partnership"). Specifically, and without limiting the generality of the forgoing, Partner likely has an indirect interest in the Partnership through ownership in ____**.** This Assent applies to the Partnership (together with its affiliates, successors and assigns, and all of the other Primary Operating Companies) and any current or future interests of the Partner and/or the Spouse, if any, therein.

By their signature below, Spouse desires to bind his or her separate or community property interest, if any, in any interest or right in the Partnership to the performance of the Agreement and Records, as the same may be amended and updated from time to time by vote of the Partners or actions of the General Partners. Spouse hereby agrees that in the event of the Partner's death, or the occurrence of any other event as provided in the Agreement or Records, the covenants made therein shall be, and hereby are, accepted as binding on him or her individually and upon all Persons ever to claim under or on behalf of Spouse. This Assent is intended solely as an assent, affirmation and/or reaffirmation of the Agreement and the Records. It is not intended to, and shall not be construed as, conferring, confirming or creating any separate or community property interest in any ownership interest of the Partnership in favor of the Partner's Spouse. Moreover, as is consistent with the Records, no further consent or signature of Partner's Spouse shall be required with respect to any future action taken by such Partner or the Partnership under or in connection with this Agreement, the Records or the Partnership. This Assent is requested out of an abundance of caution and only as a clarification as to this particular Agreement and an affirmation and/or reaffirmation as to the Records.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON PROCEEDING PAGES.]

DocuSign Envelope ID: 5F420D5A-3B37-4EA9-9F6E-8ACA928F9933

Effective Date: _____________________.

____

Printed Name: ____________________________

EXHIBIT E

CONSENT OF DESIGNATED KEY PERSON(S)

The undersigned Key Person ("Key Person") of ____________________("Partner") as to that ownership of Key Person which by, through or with Partner directly or indirectly is attributable to Key Person and/or Partner (including indirect ownership through various other entities, parents or subsidiaries and further including any future or after acquired Interest, which may or may not be owned in the same manner as the initial Interests), hereby signs this **CONSENT OF DESIGNATED KEY PERSON(S)** ("Consent") and joins in the execution of that certain Partnership Agreement dated September 5, 2013, as may be amended from time-to-time ("Agreement") for the purposes of evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement; and affirming and/or re-affirming, as the case may be, the corporate documentation contained Partnership's corporate Records, including but not limited to any restrictions on transfer of an interest or rights of repurchase. Key Person consents to be a Designated Key Person as defined in the Partnership Agreement. Specifically, and without limiting the generality of the forgoing, Key Person likely has an indirect interest in the Partnership through ownership in ____.

The Partner is a Partner, Assignee or potential Partner of **ASPIRE COMMODITIES, LP** ("Partnership"). This Consent applies to the Partnership (together with its Affiliates, successors and assigns, and all of the other Primary Operating Companies) and any current or future interests of the Partner and/or the Key Person, if any, therein (whether directly or indirectly, including through an Affiliate).

By their signature below, Key Person desires to bind his or her self and his or her direct or indirect Partnership Interest to the performance of the Agreement and Records, as the same may be amended and updated from time to time by vote of the Partners or actions of the General Partners. Key Person hereby agrees that in the event of the Key Person's death, or the occurrence of any other event applicable to them or a Partner as provided in the Agreement or Records, the standards and covenants made therein shall be, and hereby are, applicable to the Key Person and are accepted as binding on him or her individually and upon all Persons ever to claim under or on behalf of Key Person (including by or through an Affiliate). This Consent is not intended to, and shall not be construed as, conferring, confirming or creating any separate or new Interest by the Key Person in any ownership Interest of the Partnership. Moreover, as is consistent with the Records, no further consent or signature of the Key Person shall be required with respect to any future action taken by such Partner or the Partnership under or in connection with this Agreement, the Records or the Partnership.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON PROCEEDING PAGES.]

Effective Date: ____________________.

____

Printed Name: ___________________________

EXHIBIT A-4

SPOUSAL ASSENT AND AFFIRMATION

The undersigned Spouse ("Spouse") of **BRIAN TYSON** ("Partner," herein although such "Partner" may simply be a Designated Key Person and/or be an owner indirectly including indirect ownership through various other entities, Affiliates, parents or subsidiaries), hereby signs this **ASSENT AND AFFIRMATION** ("Assent") and joins in the execution of that certain Partnership Agreement dated August 28, 2013, as may be amended from time-to-time ("Agreement") for the purposes of evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement; and affirming and/or re-affirming, as the case may be, the corporate documentation contained Partnership's corporate Records ("Records"), including but not limited to any restrictions on transfer of an interest or rights of repurchase surrounding spouses.

The Partner is an Assignee, Partner, Designated Key Person or potential Partner of **ASPIRE COMMODITIES, LP** ("Partnership"). This Assent applies to the Partnership (together with its affiliates, successors and assigns, and all of the other Primary Operating Companies) and any current or future Interests of the Partner and/or the Spouse, if any, therein.

By their signature below, Spouse desires to bind his or her separate or community property interest, if any, in any interest or right in the Partnership to the performance of the Agreement and Records, as the same may be amended and updated from time to time by vote of the Partners or actions of the General Partners. Spouse hereby agrees that in the event of the Partner's death, or the occurrence of any other event as provided in the Agreement or Records, the covenants made therein shall be, and hereby are, accepted as binding on him or her individually and upon all Persons ever to claim under or on behalf of Spouse. This Assent is intended solely as an assent, affirmation and/or reaffirmation of the Agreement and the Records. It is not intended to, and shall not be construed as, conferring, confirming or creating any separate or community property interest in any ownership interest of the Partnership in favor of the Partner's Spouse. Moreover, as is consistent with the Records, no further consent or signature of Partner's Spouse shall be required with respect to any future action taken by such Partner or the Partnership under or in connection with this Agreement, the Records or the Partnership. This Assent is requested out of an abundance of caution and only as a clarification as to this particular Agreement and an affirmation and/or reaffirmation as to the Records.

Effective Date: **March 28, 2015**.

Mariandrea Tyson

Spouse Name: **MARIANDREA TYSON**

MT

JOINDER OF NEW QUANTITATIVE ANALYST PARTNER

To Partnership Agreement

BRIAN TYSON (for the purposes of this Joinder the "Quantitative Analyst Partner" or "QA Partner" being referenced herein) hereby signs this **JOINDER OF NEW QUANTITATIVE ANALYST PARTNER** ("Joinder") as one of the conditions precedent to becoming a Quantitative Analyst Partner of the Partnership and, except as to terms otherwise contained in a superseding agreement among the QA Partner and the Partnership (which shall be considered modified thereby), joins in the execution of that certain Limited Partnership Agreement dated August 28, 2013, as may be amended from time-to-time ("Agreement") for the purposes of: evidencing his or her knowledge of the Agreement's existence and substance after thorough inspection thereof; evidencing his or her acknowledgment that he or she agrees to the provisions contained in the Agreement (and that he or she by executing this Joinder shall be fully bound thereby); and affirming and/or re-affirming, as the case may be, the corporate documentation contained in the Partnership's corporate records ("Records"), including but not limited to any restrictions on transfer of an interest, Agreed Partnership Splits, non-competition provisions, or rights of repurchase surrounding spouses.

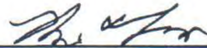
ASPIRE COMMODITIES, LP ("Partnership") is the Partnership. This Joinder applies to the Partnership (together with its Affiliates, successors and assigns including but not limited to the Primary Operating Companies) and any current or future interests of the Assignee and/or the Spouse, if any, therein.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON FOLLOWING PAGE]

BT

Effective Date: **March 28, 2015**

QUANTITATIVE ANALYST PARTNER:



Printed Name: **BRIAN TYSON**

ACKNOWLEDGED BY:

GENERAL PARTNER:

ASPIRE COMMODITIES 1, LLC

BY: **ADAM C. SINN**, Manager

LIMITED PARTNER:

SINN LIVING TRUST, dated November 9, 2012

BY: **ADAM C. SINN**, Trustee

BT

To The Partners of:
ASPIRE COMMODITIES, LP

RECORD OF INITIAL CONTRIBUTION BY QUANTITATIVE ANALYST PARTNER

The Class A Partners, both General and Limited, of **ASPIRE COMMODITIES, LP** hereby confirm the following Capital Contributions in exchange for the issuance of that certain Class of Partnership Interest, as follows:

New Quantitative Analyst Partner(s)	Class & Percentage of Class	Capital
Brian Tyson **(New Class Brian Tyson Quantitative Analyst Partner)**	100% of Class Brian Tyson Limited Partnership Interests	$1,000

All other Partnership Interests remain unchanged. The Partnership Class defined above has been fully capitalized and, in exchange for such, all authorized Partnership Interests of that Class are issued to the Partners listed herein.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON FOLLOWING PAGE]

BT

Dated: **March 28, 2015**

QUANTITATIVE ANALYST PARTNER:

Printed Name: **BRIAN TYSON**

Accepted:

GENERAL PARTNER:

ASPIRE COMMODITIES 1, LLC

BY: **ADAM C. SINN**, Manager

LIMITED PARTNER:

SINN LIVING TRUST, dated November 9, 2012

BY: **ADAM C. SINN**, Trustee

BT

ASPIRE COMMODITIES, LP

UNANIMOUS CONSENT TO ADD A QUANTITATIVE ANALYST PARTNER

IN LIEU OF A SPECIAL MEETING

Effective Date: March 28, 2015

New QA Partner Name: BRIAN TYSON ("New QA Partner")

The undersigned, being the sole General Partner (the "General Partner") and Class A Limited Partner(s) ("Class A Limited Partner(s)" such being collectively referred to as the "Class A Partners" when combined the General Partner) together with the New QA Partner, as defined herein, of **ASPIRE COMMODITIES, LP**, a Texas limited partnership (the "Partnership"), hereby adopts this Unanimous Consent dated as of the Effective Date above. The Partners waive advance notice of the meeting.

1. Admittance of Non-Class A Quantitative Analyst Partner. The General Partner wishes to admit certain non-Class A New QA Partners to the Partnership. The undersigned Partners hereby approve, ratify and accept, upon the completion of all conditions required or advisable by the General Partner, the issuance and/or other transfer of the following non-Class A Quantitative Analyst Partnership Interests:

> **As permitted under the Partnership Agreement, New QA Partner (or an approved Affiliate of theirs, as approved by the General Partner) has or will contribute, contemporaneously with this Consent, the Required Capital Contributions, and in return shall receive one hundred percent (100%) of the New Class Limited Partnership QA Partner Interest in the Partnership (as defined in Exhibit A, attached hereto).**

All Partners hereby consent to such issuance or other transfer and any other ancillary documents which may be advisable in the discretion of the General Partner and associated therewith. The New QA Partner shall become a QA Partner upon execution/completion and delivery to the General Partner of the following:

i. Execution and delivery of this Consent by the New QA Partner;
ii. Execution and the delivery of their Joinder to the Partnership Agreement;
iii. Execution and delivery by their Spouse, if any, of a Spousal Consent;
iv. Execution and delivery of a Record of Initial Contribution;
v. Delivery of the cash sum equal to their Required Capital Contributions defined above;
vi. Execution and delivery of the Confidentiality, Non-Solicitation and Non-Compete Agreement;
vii. Execution and delivery of a Consent of Designated Keyperson, if deemed advisable by the General Partner;

BT

viii. Execution and delivery of such other agreements or documents, as determined to be advisable by the General Partner.

All such documents listed above shall be in a form and substance that is advisable and acceptable by the General Partner.

2. Partnership Agreement. The current Partnership Agreement, as may be amended from time to time, was presented to the New QA Partner for thorough inspection by them. The New QA Partner has agreed, or contemporaneously with their execution of this Consent will agree, to be bound to the Partnership Agreement and all of its terms, except as may be modified in this Consent.

3. Creation of Partnership Pool. Pursuant to the Partnership Agreement, the General Partner hereby creates and assigns a certain Pool of partnership Property, as defined in Exhibit A attached hereto (the "New QA Pool" for the purposes of this Consent) to the New QA Partner. Subject to oversight by the General Partner, the New QA Partner is authorized to manage the New QA Pool and shall have management authority, rights to Agreed Partnership Splits, and rights to Profits and Losses of the New QA Pool as set forth in the Partnership Agreement and as agreed upon between the Class A Partners and the New QA Partner (whether herein or otherwise). The General Partner may unilaterally enlarge or diminish the New QA Pool and/or the New QA Partner's authority over such at any time hereafter provided that it shall not have the effect of diminishing prior earned Agreed Partnership Splits unless such is otherwise consented to by the New QA Partner.

4. Duties of New QA Partner. New QA Partner shall perform and shall have such duties, responsibilities, and authorities as may be designated for such position by the General Partner. New QA Partner agrees to devote their best efforts, abilities, knowledge, experience, and full business time to the faithful performance of the duties, responsibilities, and authorities which may be assigned to New QA Partner. New QA Partner may not engage, directly or indirectly, in any other business, investment, or activity that interferes with New QA Partner 's performance of their duties hereunder, or is contrary to the interests of the Partnership. New QA Partner shall at all times comply with and be subject to such policies and procedures as the Partnership may establish from time to time, which will be customary within the Partnership's industry. New QA Partner acknowledges and agrees that New QA Partner owes a fiduciary duty of loyalty and allegiance to act at all times in the best interests of the Partnership and to do no act which would injure the Partnership's business, its interests, its Property or its reputation. Including, but not limited to the above, New QA Partner shall adhere to the following:

a) In the performance of his or her duties for the Partnership, New QA Partner is required to, and it is New QA Partner's responsibility to: (i) know and comply with and enforce all applicable federal and state securities laws and regulations, as well as regulations of federal and state governmental and regulatory agencies, including, but not limited to, compliance with the Securities and Exchange Act of 1934, as amended, and the Commodities Exchange Act, as amended, (including the rules and regulations promulgated

BT

thereunder) and the rules and regulations of the NASD; IESO, SPP, CME; CBOT; EUREX; LIFFE; NYSE; NYMEX; ICE; CFTC; MISO; PJM; NEPOOL, NYISO, CAISO, ERCOT, Nodal Exchange, and NFA; (ii) know and comply with the Federal Energy Regulatory Commission's ("FERC") laws and regulations and understand and know the latest tariffs accepted by FERC; (iii) know and comply with the U.S. Commodity Futures Trading Commission's ("CFTC") laws and regulations; and (iv) know and comply with and enforce all applicable Partnership policies and general procedures as established from time to time by the Partnership as well as all requirements of state and federal law. New QA Partner is responsible for being knowledgeable about and complying with any changes or amendments to the above regulations, rules, and laws.

b) To abide by the Partnership's written rules, regulations and practices for Partners, including those concerning work schedules, vacation, and sick leave, as they may from time to time be adopted or modified by the Partnership.

c) To ensure a safe, competent, and efficient working environment, and to uphold the effectiveness and integrity of the Partnership, New QA Partner shall not use, possess, conceal, transport, or promote for sale or use any illegal or illicit drugs, including but not limited to marijuana, cocaine, mood or mind altering substances, look-alike substances, designer and synthetic drugs, certain inhalants of abuse, or any other controlled substance, or any equipment or paraphernalia related to illegal drug or substance use at the Partnership premises or any other worksite where New QA Partner is representing or performing duties for the Partnership. Excepted from this section are prescription drugs actually prescribed to New QA Partner by an authorized medical practitioner and any over-the-counter drugs used according to its directions so long as they are not used in an abusive or non-prescribed manner. Also excepted from this section are alcoholic beverages served or provided by the Partnership at approved Partnership social functions, so long as such is consumed in a professional manner.

d) To conduct himself/herself in a professional manner at all times as determined by the sole discretion of the Partnership and shall (i) report to work at the time fixed by the Partnership; and (ii) conduct himself/herself in a manner which is not detrimental to the Partnership as determined by the sole discretion of the Partnership.

e) Notwithstanding anything to the contrary in this Agreement, New QA Partner shall not have the right, authority, or responsibility to contract for or enter any business transaction on behalf of the Partnership without the prior consent of the Partnership.

5. Agreed Partnership Splits. The Class A Partners along with the New QA Partner hereby agree to the Agreed Partnership Splits defined in Exhibit A and the division of the Profits and Losses generated from the New QA Pool. The General Partner may change the future Agreed Partnership Splits or the division of Profits and Losses at any time provided that it shall not have

BT

the effect of diminishing prior earned Agreed Partnership Splits unless such is otherwise consented to by the New QA Partner and provided further that any reduction of Agreed Partnership Splits shall constitute "Good Reason" for the purposes of the New QA Partner leaving the Partnership. Agreed Partner Splits due to the New QA Partner, together with the amount of Profits and Losses and/or distributions due thereunder for a prior period ending the 31st day of December will be determined by the General Partner on or prior to the following 31st day of January. No further Agreed Partnership Splits shall be due and payable to the New QA Partner if: (i) New QA Partner is not actively engaged full-time by the Partnership on the payment date that any such distribution is to be paid, under the then existing Partnership policies, unless the New QA Partner is not actively engaged full time by the Partnership due to the Partnership's termination of the New QA Partner without Cause or (ii) New QA Partner has committed any breach of this Agreement. Distributions made under this Unanimous Consent shall be subject to reduction by the amount of any applicable withholding and any other items or direct/allocated costs which the Partnership may be required or authorized by law to deduct, including allocations for overhead and other reasonable expenses.

6. Guaranteed Payment. The New QA Partner may be entitled to a certain annual Guaranteed Payment, as determined and defined on Exhibit A and, if any Guaranteed Payment is listed thereon, such shall be payable not less than monthly to the New QA Partner. The Guaranteed Payment shall be prorated for any partial period applicable at the beginning or end of the New QA Partners association with the Partnership. Guaranteed Payments are a part of the Agreed Partnership Splits allocated to the New QA Partner and shall be deducted from the Agreed Partnership Splits and treated as a distribution to the New QA Partner prior to any additional distributions being made to the New QA Partner. By way of example, if a QA Partner previously received $60,000 in Guaranteed Payments but is due $100,000 under the Agreed Partnership Splits, then such $60,000 Guaranteed Payment shall be deemed a distribution against the Agreed Partnership Splits and only $40,000 shall remain to be distributed.

7. Other Partner Benefits. As a part of or in addition to the Agreed Partnership Splits payable to New QA Partner hereunder, including any Distribution of Profits or Losses outlined herein, New QA Partner shall be entitled to the following benefits:

a. The Partnership may adopt or continue in force benefits plans for the benefit of its Partners or certain of its employees. The Partnership may terminate any or all such plans at any time and may choose to adopt any other plans. New QA Partner's rights under any benefit plans now in force or later adopted by the Partnership shall be governed solely by the terms of such plans. Any eligible New QA Partner who elects to not participate in any or all of the benefits offered shall receive no additional consideration for waiving or declining such benefits, unless an alternative benefit is agreed to by the Partnership in lieu of such benefit. Nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under such benefit plans or programs than provided to similarly situated QA Partners pursuant to the terms and conditions of such benefit plans and programs.

BT

b. The Partnership shall not by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such partner or employee benefit program or plan.

c. At its discretion, the Partnership may choose to: 1) charge the cost of any and all benefits against the Agreed Partners Splits and/or Profits and Losses (and any distributions due therefrom, including Guaranteed Payments) so that they are deducted from the total amounts allocated or to be allocated to the New QA Partner or 2) to make an additional allocation of Profits and Losses to the New QA Partner which makes it such that the cost of the benefits and the additional allocation equal one another.

8. Clawback Agreement. New QA Partner and the Partnership agree to deduct from and reduce any Agreed Partnership Splits, Distributions and Profits or Losses received, earned or allocated to New QA Partner in the event of a Clawback by an Independent System Operator ("ISO") or an order from any governmental agency ordering such a Clawback (whether against the Partnership or the Partners) such reduction may be applied to current period allocations, future period allocations, or prior period's allocations of Agreed Partnership Splits, Distributions and Profits or Losses, in the reasonable discretion of the General Partner. In the event that current period allocations are unavailable, unable or undesirable to be utilized in such Clawback, then New QA Partner agrees to immediately reimburse the Partnership in the event of a Clawback. In addition to current or prior period adjustments, the Partnership may adjust, reduce or suspend any future payments or allocations to New QA Partner, including but not limited to distribution of Guaranteed Payments or Profits, in order to recover Clawback amounts. New QA Partner agrees that in the event an ISO retroactively makes adjustments to fees the ISO may have charged or revenue the ISO may have paid out to the Partnership (including to the Partnership's Affiliates, subsidiaries, agents successors or assigns), the Partnership may consider such a Clawback hereunder and apply these provisions to such reduction. In the event New QA Partner's Partnership Interest is retired or ceases for any reason (or if this Unanimous Consent or the Agreement is breached in any way), New QA Partner agrees that the balance of outstanding Clawback amounts owed by New QA Partner shall become immediately due and payable to the Partnership and may be charged to the Partner and/or withheld from any remaining Agreed Partnership Splits, Distributions and Profits or Losses owed or allocated to New QA Partner. The Partnership shall have full recourse against New QA Partner on any outstanding balances owed to the Partnership and, even if such Clawback is being validly contested, shall have the right to collect such asserted Clawback from the New QA Partner and may pay or hold those amounts until such time as the contest or dispute is resolved. The term "Clawback" shall be defined liberally herein to mean any amounts recuperated from the Partnership (or their Affiliates) that are related to the activity in the New QA Pool, by any Person (including but not limited to any ISO, clearinghouse, custodian, trading agent, regulatory body, governmental agency or other entity having or exercising authority, whether contractual, by law or otherwise) over the activities of the Partnership. The New QA Partner and Partnership agree that the New QA Partner shall only be responsible for their pro rata share of any Clawback or deemed Clawback allocated under this provision, as defined by the Net Trading Revenue Share in Exhibit A applicable for the year or years such Clawback is in reference to.Further, the share of the Clawback for which the New QA Partner

BT

shall be responsible shall not exceed the total Agreed Partnership Splits distributed in relation to the year or years to which the Clawback corresponds.

9. Termination Clause. In the event that New QA Partner intends to cease devoting full-time effort to the Partnership, they shall provide at least thirty (30) days prior written Notice to the Partnership. New QA Partner's representations, warranties, and obligations contained in this Unanimous Consent (and any other documents related to their Partner status and/or employment with the Partnership) shall survive the termination of his or her partnership, and New QA Partner's representations and warranties shall also survive the expiration of this Unanimous Consent or the Agreement. By way of example (and including but not limited to), New QA Partners obligations of confidentiality shall survive the retirement of their Partnership Interests and/or the termination of the New QA Partner's relationship with the Partnership. Following any cessation of Partnership or full-time devotion by New QA Partner, such New QA Partner shall fully cooperate with the Partnership in all matters relating to his or her continuing obligations as or while they were a Partner of the Partnership.

10. Indemnification by the Partnership. In accordance with the terms of the Partnership's Agreement or other Records, the Partnership shall indemnify and reimburse New QA Partner for all attorneys' fees and court costs incurred by New QA Partner and all administrative fines, settlements, judgments, arbitration awards and monetary penalties assessed against New QA Partner in connection with any litigation to which any of the Operating Companies listed in Exhibit C to the Partnership Agreement was a party prior to the New QA Partner's joinder to the Partnership Agreement and any services rendered by New QA Partner on behalf of the Partnership, except for those Clawbacks pursuant to Paragraph 8 of this Unanimous Consent and those fines and monetary penalties arising from the unreasonable behavior, negligence or willful misconduct by New QA Partner, including but not limited to the violation of any law by New QA Partner in performing services on behalf of the Partnership under this Agreement.

11. Indemnification by QA Partners. New QA Partner shall indemnify the Partnership and hold the Partnership harmless for any and all damages, liabilities, settlements, costs, judgments, arbitration awards, administrative fines, and attorneys' fees arising from any acts, omissions, or decisions made by New QA Partner while performing services for the Partnership, where such acts and/or decisions are determined by arbitrators, a court, or jury to be fraudulent, unreasonable, negligent, and/or to constitute a breach of fiduciary duty or in the event the Partnership, in the exercise of its business judgment, determines to settle any claim made by any individual or entity against the Partnership regarding the conduct or activity of New QA Partners. Any amount due and owing to the Partnership under this paragraph may be collected at the Partnership's discretion from current or future Agreed Partnership Splits, Distributions and Profits and Losses received, earned or allocated to New QA Partner, in the discretion of the General Partner. This indemnity includes but is not limited to indemnifications for claims, losses and damages arising out of: (a) any investigation or inquiry by a governmental agency, exchange, or self-regulatory organization arising out of the New QA Partner's activities; (b) failure of the New QA Partner to properly perform its duties, obligations and responsibilities pursuant to the Partnership Agreement; (c) any dishonest, fraudulent, negligent or criminal act or omission on the

BT

part of the New QA Partner; (d) any violation by the New QA Partner of state or federal law or the Constitution, rules, regulations or policies of any governmental agency or securities self-regulatory organization; or (e) any act or omission by any third-party New QA Pool controller hired by the New QA Partner holding discretionary trading authority over the New QA Partner's New QA Pool.

12. Designated Key Person(s). Certain Persons, known as "Designated Key Persons" (as defined in the Agreement), may own an indirect interest in the Partnership but are deemed material to the operations of the Partnership and are to be bound by provisions in the Agreement (including but not limited to those regarding non-competition, death, incapacity, withdrawal and confidentiality). The Partnership may, at the sole discretion of the General Partner(s), add Designated Key Persons at any time, including to New QA Partner's Partnership Interest, provided that this is done with the consent of the New QA Partner. If the New QA Partner's Interest is attributable to a specific individual but owned indirectly by that individual then the individual shall be a Designated Key Person as to that Interest. If a Designated Key Person is named or required by the General Partner, then such Designated Key Person shall sign and deliver a Consent of Designated Key Person as a condition precedent the New QA Partner becoming a QA Partner. In the event of a change in ownership or of a Designated Key Person, the Partnership may convert New QA Partner's Partnership Interest as that of an assignee and not a Partner unless and until such new Designated Key Person or owner executes documents deemed necessary and advisable by the Partnership.

13. Risk Disclosure. THE PARTNERSHIP HAS INFORMED THE NEW QA PARTNER THAT IT INTENDS TO HAVE OTHER PARTNERS OF THE PARTNERSHIP, IN ADDITION TO THE NEW QA PARTNER, TRADING PROPRIETARY SUBACCOUNTS FOR THE PARTNERSHIP. THE NEW QA PARTNER IS AWARE AND ACKNOWLEDGES THAT THERE IS ALWAYS A POSSIBILITY THAT ONE OR MORE OF THE OTHER PARTNERS COULD INCUR SUBSTANTIAL LOSSES IN THEIR SUB-ACCOUNTS BEYOND THE AMOUNT OF CAPITAL ALLOCATED TO THEIR SUB-ACCOUNTS OR THAT LOSES COULD OCCUR AS A RESULT OF SYSTEMS FAILURES OR OTHER ADVERSE EVENTS. THE NEW QA PARTNER ACKNOWLEDGES THAT IT IS AWARE THAT ANY OF THESE EVENTS COULD RESULT IN A SITUATION WHERE THE PARTNERSHIP BECOMES INSOLVENT OR WHERE THE NEW QA PARTNER HAS NET PROFITS IN A GIVEN PERIOD, BUT THE PARTNERSHIP IS UNABLE TO PERMIT NEW QA PARTNER TO RECEIVE A DISTRIBUTION FROM ITS CAPITAL ACCOUNT (SUBJECT TO THE TERMS OF THE PARTNERSHIP AGREEMENT). IN SUCH AN EVENT, THE NEW QA PARTNER HEREBY WAIVES ANY CLAIMS AGAINST THE PARTNERSHIP, ITS GENERAL PARTNER, OR ANY OF ITS AFFILIATES, AGENTS, SUCCESSORS AND ASSIGNS.

14. Tax Ramifications & Decisions. The New QA Partner is solely responsible for the payment of all taxes and withholdings pertaining to any Guaranteed Payments or Distributions allocated to it, including but not limited to, income taxes, social security taxes, payroll taxes, federal unemployment taxes, self-employment taxes and/or hospital insurance taxes, and the New QA Partner indemnifies and holds harmless the Partnership from any present or future liability relating thereto. New QA Partner agrees that it has in no way relied upon (nor will rely upon) any advice from the Partnership or its advisors regarding the New QA Partner's tax status, tax liabilities

BT

or tax reporting. New QA Partner will hire and maintain competent advisors on its own regarding such matters.

15. Ratification of Prior Acts and Indemnification. All action taken on behalf of the Partnership prior to the date hereof by its Class A Partners or other authorized agents (collectively the "Agents") in furtherance of the intent and purpose of the foregoing resolutions are hereby ratified by the Partnership as the acts and deeds of the Partnership, as if the Partnership had undertaken such acts after the date hereof. In consideration of the time and effort of those Agents, the Partnership and New QA Partner shall, and does hereby agree to, fully release, indemnify, defend and hold harmless those Agents from all claims related to such acts.

16. Effective Date, General Terms & Defined Terms. This Consent shall be effective as of the Effective Date listed herein, regardless of when it may be executed by the General Partner or any other Person. New QA Partner will immediately notify any employers, potential employers or other Persons with which it has or seeks to have a relationship with that this Unanimous Consent (together with its ancillary documents, including but not limited to any restrictions set forth in the Confidentiality, Non-Solicititation and Non-Compete Agreement) exists and that such affects their ability to work for or contract with such Persons. New QA Partner expressly authorizes the Partnership to notify third parties, including New QA Partner's employers and potential employers, of the terms of the Agreement, Records or this Unanimous Consent. Any terms not explicitly defined herein shall have the meaning ascribed to them in the Partnership Agreement for the Partnership or, in the event it is not defined therein, elsewhere in the corporate Records or, in the event it is not defined anywhere in the Records, as defined by the Texas Business Organizations Code. New QA Partner acknowledges that he or she has had the opportunity to consult legal counsel about this Unanimous Consent, the Agreement and the Records, and that they each and every Person necessary a) has read and understands this Agreement, b) fully intends to comply with its terms, and c) has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises by the Partnership or any Agent of the Partnership other than those contained in the Agreement, this Unanimous Consent and the Records.

New QA Partner acknowledges and understands that prospective Partners or business relationships of the Partnership may conduct due diligence into the Partnership and its Partners prior to purchasing, making an investment in or forming any other relationship with the Partnership. Such Persons may desire to know the identity of the Class A Partners and QA Partners of the Partnership. The New QA Partner hereby authorizes the Partnership to disclose and provide the identity and other pertinent information of the New QA Partner upon inquiry by any reasonable Person as part of its due diligence, all without prior notice to the New QA Partner.

New QA Partner hereby represents and warrants to the Partnership that New QA Partner has not previously assumed any obligations inconsistent with those contained in the Agreement, the Records or this Unanimous Consent and that New QA Partner is not violating or breaching any other agreements or obligations by entering into or assuming such with the Partnership. New QA Partner further represents and warrants to the Partnership that New QA Partner has entered into

BT

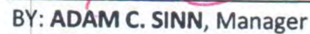
this Agreement pursuant to New QA Partner's own initiative and that this Agreement is not in contravention of any existing commitments. New QA Partner acknowledges that the Partnership has entered into this Agreement in reliance upon the foregoing representations of New QA Partner. New QA Partner hereby releases the Partnership from any monetary obligations, if any, arising from any prior agreement between New QA Partner and the Partnership.

QUANTITATIVE ANALYST PARTNER:

Printed Name: **BRIAN TYSON**

GENERAL PARTNER:

ASPIRE COMMODITIES 1, LLC



BY: **ADAM C. SINN**, Manager

LIMITED PARTNER:

SINN LIVING TRUST, dated November 9, 2012

BY: **ADAM C. SINN**, Trustee

BT

EXHIBIT A: FINANCIAL TERMS

Required Capital Contributions: $1,000 in US Currency to be delivered contemporaneously herewith to the Partnership.

New Class Limited Partnership QA Partner Interest: **BRIAN TYSON** Class of Interests

New QA Pool: Class **BRIAN TYSON** Pool, consisting of the following Property of the Partnership:

A. New QA Partner's Capital Contribution;

B. Account #**N/A** provided however that such may be amended or updated or curtailed by the General Partner from time-to-time and at any time.

C. The New QA Partner shall be authorized to make trades and be subject to the Partnership's trading limits as determined from time to time, whether orally or in writing. Trading limits may be increased or decreased from time to time upon the determination of the General Partner, in its sole and absolute discretion. The New QA Partner is obligated at all times not to exceed its trading limits. Any violation shall constitute a breach of the Agreement.

Agreed Partnership Splits: As defined in the Agreement, the General Partner and/or Class A Partners may agree to certain Agreed Partnership Splits with specific QA Partners. Consistent with such, the New QA Partner's Agreed Partnership Split shall be as follows:

Net Trading Revenue Share: Twenty Percent (20%)

New QA Partner's Agreed Partnership Splits: Allocated the Net Trading Revenue Share of Net Trading Revenue (in a specific and particular period of time) on the New QA Pool, less the Initial Guaranteed Payments and Guaranteed Payments, and as may be adjusted to account for Clawbacks, Losses, etc. as defined in this Unanimous Consent. For the avoidance of doubt, the Agreed Partnership Splits shall in no event be determined to be less than zero dollars ($0.00).

"Net Trading Revenue" or "NTR" shall mean: the total gross Profits of the New QA Pool from the trading efforts of New QA Partner, as reflected in, and calculated by, the PJM, MISO, ERCOT, NYISO, CAISO, NEPOOL, SPP, ICE, NYMEX, Nodal Exchange, NGX and other trading account statements, less the Net Trading Loss from the prior annual period (if any annual net loss exists), commissions, exchange fees, clearing fees, any and all brokerage related fees in order to execute the trades requested by New QA Partner, any and all trading expenses, including, but not limited to, Bloomberg, Genscape, weather services, quote services, benefits and fees required at New QA Partner's request and the Partnership's approval to facilitate trading revenues.

BT

"Net Trading Losses" mean the losses from all trading efforts of New QA Partner including commissions, exchange fees, clearing fees, any and all brokerage related fees in order to execute the trades of New QA Partner, any and all trading expenses, including, but not limited to, Guaranteed Payments, moving expenses, Initial Guaranteed Payments, Bloomberg, Genscape, weather services, quote services, and fees required at New QA Partner's request to facilitate trading revenues.

Reports of executions or orders shall be deemed conclusive and binding immediately upon the New QA Partner receiving the report of execution. IT SHALL BE THE SOLE RESPONSIBILITY OF THE NEW QA PARTNER TO CHECK THEIR TRADING STATEMENTS ON A DAILY BASIS AND TO REPORT ANY INACCURACIES ON SUCH TRADING STATEMENTS TO THE PARTNERSHIP AT LEAST THREE BUSINESS DAYS PRIOR TO SUCH DATE THE EXCHANGE OR ISO ALLOWS FOR INNACCURACIES TO BE CORRECTED.

Guaranteed Payment: Guaranteed Payments shall consist of two specific items:

A. **Annual Guaranteed Payment:** As to the New QA Partner, shall be **$120,000.00** for a full calendar year as a QA Partner, pro-rated for a part thereof based upon the commencement, retirement or termination of Partnership (or cessation of full time devotions to the Partnership), payable by monthly installments.

B. **Initial Guaranteed Payment:** In addition to the Annual Guaranteed Payment, the New QA Partner, upon becoming a QA Partner and payable within sixty (60) days thereafter shall be paid **$2,000.00** as an initial Guaranteed Payment.

Payment Terms: New QA Partner's Agreed Partnership Splits shall generally be calculated on an annual calendar basis by the Class A General Partner. In the event that the full time engagement of the New QA Partner is terminated without Cause by the General Partner, the New QA Partner's Agreed Partnership Splits shall be calculated within seven(7) days of the date of termination. Thereafter, the General Partner shall pay to New QA Partner, in the form of a Distribution to them, as follows:

A. **Current Distribution:** Fifty Percent (50%) of the Agreed Partnership Splits paid to and/or distributable to the New QA Partner within thirty (30) days following the date of determination, the date of determination generally being on the 1st day of January following the year for which Agreed Partnership Splits are to be determined. Should it prove impractical to determine on the 1st day of January following the year for which Agreed Partnership Splits are to be determined, the General Partner agrees to make best efforts to determine the Agreed Partnership Splits as soon as practically possible.

B. **Delayed Distribution:** Unless and to the extent that Net Trading Losses for a period between the 1st day of January and the 30th day of June exceed fifteen percent (15%) of the Net Trading Revenue for the prior period ending the 31st of December, then the

BT

remaining portion of the Agreed Partnership Splits from a particular period shall generally be paid on or before the 31st day of July.

In the event, however, that Net Trading Losses for a period between the 1st day of January and the 30th day of June exceed fifteen percent (15%) of the Net Trading Revenue for the prior period ending the 31st of December, then the remaining portion of the Agreed Partnership Splits from a particular period shall be retained by the Partnership until at least the following annual date of determination.

In the event that as of the following date of determination (generally, the 1st day of January) the Net Trading Losses for the prior annual period do not exceed fifteen percent (15%) of the Net Trading Revenue first referenced in this subsection B, then the previously retained remaining portion of the Agreed Partnership Splits from a particular period shall be paid thirty (30) days following the date of determination.

In the event that as the following date of determination (generally, the 1st day of January) the Net Trading Losses for the prior annual period exceed fifteen percent (15%) of the Net Trading Revenue first referenced in this subsection B, the General Partner shall continue to retain the previously retained remaining portion of the Agreed Partnership Splits if and until the next annual date of determination on which there does not exist a Net Trading Loss.

C. **Distribution Upon Termination without Cause by Partnership:** In the event that the full time engagement of the New QA Partner is terminated without Cause by the Partnership, Agreed Partnership Splits less any current Net Trading Losses will be distributed within 30 days of the date of termination.

Designated Key Person NA – Owned directly by QA.

Special Notes or Provisions: The Partnership will cover fifty percent (50%) of the cost of a mutually agreeable health, vision and dental plan for the New QA Partner during the term of the New QA Partner's full time engagement pursuant to this Consent.

BT

CONFIDENTIALITY, NON-SOLICITATION
AND NON-COMPETE AGREEMENT

This CONFIDENTIALITY, NON-SOLICITATION and NON-COMPETE AGREEMENT ("CNSNC"), dated **March 28, 2015** (the "Effective Date"), is by and between the undersigned New Quantitative Analyst Partner (the "New QA Partner") and **ASPIRE COMMODITIES, LP**, a Texas Limited Partnership (the "Partnership").

The covenants contained herein are made by the New QA Partner, as a new Quantitative Analyst Partner in the Partnership, in consideration of the New Class Limited Partnership QA Partner Interest applicable to the New QA Partner and any distributions to be received by the New QA Partner during his/her relationship with the Partnership. New QA Partner acknowledges and agrees that: (1) the Partnership would not have offered the opportunity to be a New QA Partner with the Partnership but for the covenants contained herein that New QA Partner hereby makes, and (2) those covenants have been made by New QA Partner in order to induce the Partnership to take such actions.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the New QA Partner agrees to the following:

ARTICLE I
CONFIDENTIALITY

A. **Definitions**. For purposes of this Section, the following terms are defined as follows:

1. "Proprietary Information" is all information and any idea or concept in whatever form, tangible or intangible, pertaining in any manner to the business of the Partnership or any of its Affiliates, subsidiaries, its Partners, managers, directors, Officers, employees, traders, New QA Partners or any other agents or representatives which was produced or acquired by or on behalf of Partnership, including but not limited to the items listed in Exhibit A, attached hereto and incorporated herein by this reference.

2. "Confidential Information" includes but is not limited to all Proprietary Information not generally known outside of the Partnership, and all Proprietary Information so known only through improper means. Confidential Information may be contained in oral communications, as well as in any tangible expressions referring or relating, but not limited to, (i) research and development techniques, processes, trade secrets, computer programs, software, system architecture, hardware, inventions, innovations, patents, discoveries, improvements, data, know-how, formats, test results, research projects, manuals, specifications, documentation, notes, industry contacts, (ii) information about costs, profits, markets, sales, contracts and lists of customers, and distributors; (iii) business, marketing, and strategic plans; (iv) financial

BT

information, budgets, projections, and customer lists, identities, characteristics and agreements; and (v) employee personnel files and compensation information. Specifically and without limiting the generality of the foregoing, it further includes: the identity and contact information for businesses and individual employees of such business responsible for trading products brokered by the Partnership, as well as these businesses' trading histories, patterns, preferences, tendencies and market positions; know-how with respect to the effective brokering techniques proven to be successful in the markets in which the Partnership operates; training in the functionality and operation of the Partnership's proprietary trading systems and electronic trading platforms and the manner in which such systems may increase the Partnership's effectiveness and efficiency in executing trades; the Partnership's business plans, computer processes, computer programs and codes, trading research, trading strategies, trading information systems, strategies and financial condition and results; the revenue generation and performance of other traders or other employees employed by or Partners of the Partnership. Confidential Information does not include information that is, or becomes, readily publicly available without restriction through no fault of New QA Partner.

3. "Competitor" For purposes of this CNSNC, includes but shall not be limited to all other entities that trade in the electricity or natural gas markets or in any market in which the Partnership trades, including, but not limited to, NYMEX; ICE; CFTC; MISO; PJM; NEPOOL, NYISO, CAISO, ERCOT, Nodal Exchange, Virtuals, Up-To Congestion Transactions, any type of a spread bid product and Financial Transmission Rights.

B. Protection of Confidential Information. New QA Partner will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in New QA Partner's assigned duties and for the benefit of Partnership with written consent of Partnership, any of Partnership's Confidential Information, either during or after New QA Partner's relationship with Partnership. New QA Partner acknowledges that he/she is aware that the unauthorized disclosure of Confidential Information of Partnership may be highly prejudicial to Partnership interests, an invasion of privacy, and an improper disclosure of trade secrets. New QA Partner agrees that all Confidential Information made known to New QA Partner during or after his/her relationship with the Partnership is subject to this CNSNC and will be received and held in the strictest of confidence. New QA Partner will take all necessary steps to prevent disclosure of Confidential Information to others and will not use or disclose Confidential Information except as set forth in this CNSNC or with the express prior written consent of the Partnership. New QA Partner shall immediately notify the Partnership of any actual or suspected unauthorized use or disclosure of Confidential Information, and shall cooperate with the Partnership in obtaining injunctive or other equitable relief and in any suit for damages. If New QA Partner receives a subpoena or other legal process seeking disclosure of Confidential Information, New QA Partner shall immediately notify the Partnership and cooperate fully with the Partnership in contesting such disclosure.

BT

New QA Partner also acknowledges that all Proprietary Information, including all rights, title and interest to any product, strategy, system, device, information, invention or enhancement to a product or service, developed during New QA Partner's relationship with the Partnership and using Partnership's resources or know-how, unless otherwise agreed among the parties, shall belong exclusively to Partnership, and New QA Partner agrees to execute any documents necessary to reflect Partnership's exclusive ownership of such items.

C. Return of Partnership Property. Upon any such termination New QA Partner's relationship with the Partnership, New QA Partner shall immediately deliver to Partnership all Property and Confidential Information which is Partnership's Property or related to Partnership's business that is in New QA Partner's possession or under New QA Partner's control. "Property" shall have the meaning ascribed to it in the Partnership Agreement and, as used herein, includes but is not limited to, papers and documents of any sort containing information about the Partnership or its Affiliates, subsidiaries, its Partners, managers, directors, Officers, employees, traders, Administrators, advisors or any other agents or representatives, information used and/or stored on Partnership's computer network, and any Partnership software and computer-related equipment. In the event New QA Partner discovers that he/she is in possession, or another party is in possession, of any of the foregoing as a result of New QA Partner's actions or omissions, New QA Partner shall immediately return such Property to Partnership. New QA Partner understands that the Partnership may pursue any remedies allowed by law to recover or protect its Property.

ARTICLE II
INVENTIONS AND PATENTS

A. Unless specifically listed as excluded on Exhibit B covering Excluded Items, New QA Partner agrees that all Confidential Information, Intellectual Property, inventions, feedback, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information ("Work Product") that relates to the Partnership's actual business or anticipated business of which they are aware or reasonably should be aware, including existing or future products or services, that are conceived, developed or made by New QA Partner while in a relationship with the Partnership belong to the Partnership and that New QA Partner retains no rights of any nature in such Work Product. New QA Partner will promptly disclose such Work Product and perform all actions reasonably requested by the Partnership (whether during or after the New QA Partner's relationship with the Partnership) to establish and confirm such ownership (including, without limitation, executing assignments, consents, powers of attorney, and other instruments).

New QA Partner does hereby grant and assign to the Partnership, or its nominee, New QA Partner's entire right, title, and interest in and to any lawfully assignable intellectual

BT

property, including, but not limited to, any Inventions, Works, Work Product, patents, copyrights, trademarks, service marks, films, scripts, technologies, strategies, creations, improvements, and developments that New QA Partner conceived, created, or reduced to practice, or caused to be conceived, created, or reduced to practice, alone or with others, during New QA Partner's involvement with the Partnership, that relate to the industry, trade, or business of the Partnership. All items covered by the foregoing shall be considered, and referred to herein as the Partnership's "Intellectual Property." The Partnership's Intellectual Property is understood to include, without limitation, not only items conceived, created, or reduced to practice during New QA Partner's involvement with the Partnership but also (a) anything suggested by, or related to work performed by New QA Partner or any other individual or entity engaged by the Partnership to perform services, (b) anything conceived or developed with the aid, assistance, or use of any of the Partnership's property, equipment, facilities, supplies, resources, or patents, trade secrets, copyrightable works, non-copyrightable works, know-how, technology, confidential information, ideas, trademarks, service marks, and any applications or registrations related to them, and (c) anything related to the past, current, or demonstrably anticipated business, research, or developments of the Partnership. All right, title, and interest of every kind and nature, moral or otherwise, whether now known or unknown, in and to any of the Partnership's Intellectual Property, including, but not limited to, any Inventions, Works, patents, trademarks, service marks, copyrights, films, scripts, ideas, creations, and properties invented, created, written, developed, furnished, produced, or disclosed by New QA Partner, in the course of rendering services to the Partnership shall, as between the Partnership and New QA Partner, be and remain the sole and exclusive property of the Partnership for any and all purposes and uses, and New QA Partner shall retain no right, moral rights, title, power of control, or interest of any kind or nature in or to such property, or in or to any results or proceeds from such property. New QA Partner acknowledges and agrees that all original works of authorship which are made by New QA Partner (solely or jointly with others) within the scope of his or her involvement with the Partnership, are "works made for hire" as that term is defined in the United States Copyright Act and that, as such, all rights comprising copyright under the United States Copyright laws will vest solely and exclusively in the Partnership and fall within the scope of Partnership's Intellectual Property as used here.

B. New QA Partner understands that he/she need not assign to the Partnership any invention, development, or information made solely by himself/herself on his/her own time and without using any equipment, facility, material or other resources of the Partnership or any Confidential Information or Intellectual Property, but that New QA Partner must assign to the Partnership any invention, Intellectual Property, development, or information that (1) relates to the Partnership's actual business or anticipated business of which he is aware or reasonably should be aware, or (2) results from any work performed by New QA Partner for the Partnership.

C. New QA Partner shall execute all documents and take all actions necessary or reasonably requested by the Partnership to document, obtain, maintain, perfect or assign its rights to the Work Product. If New QA Partner fails or refuses to execute any such instruments,

BT

the Partnership shall serve as attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on New QA Partner's behalf and to execute such documents. New QA Partner will not contest the validity of the Partnership's rights in the Work Product.

D. To facilitate compliance with this agreement, New QA Partner agrees that during involvement with the Partnership and for a period of two (2) years thereafter New QA Partner will immediately disclose to the Partnership all ideas, Inventions, and Works made by New QA Partner during the course of New QA Partner's involvement with the Partnership, or that are derived from or related to any work performed by New QA Partner for the Partnership. An idea, Invention and Work is made by New QA Partner during the course of New QA Partner's involvement with the Partnership if New QA Partner conceived of, or put into practice, the idea during New QA Partner's involvement with the Partnership.

E. New QA Partner agrees that for a period of one (1) year following the termination of New QA Partner's employment with the Partnership, any inventions, intellectual property or works conceived, created; developed or reduced to practice by New QA Partner, alone or with others, within a line of business that is the same as or substantially similar to any line of the Partnership's business that New QA Partner participated in or received any information about in the two (2) year period preceding the retirement of New QA Partner's Partnership (or cessation of full time devotion by New QA Partner) shall be presumed to be an invention, a work, a piece of Intellectual Property, Proprietary Information, a Work Product, and/or Confidential Information derived from the Partnership's Confidential Information, Proprietary Information and trade secrets and/or Partnership's Intellectual Property; and, therefore, any such Items shall be an invention or work assigned to the Partnership. The foregoing presumption shall control unless (a) New QA Partner provides the Partnership prompt notice of the Invention or Work within 30 days of its conception, discovery, or creation, and (b) New QA Partner shows through clear and convincing evidence presented to the Partnership that the Invention or Work is unrelated to the Partnership's line of business and not derived in any manner, in whole or in part, from the Partnership's Confidential Information, trade secrets, or Intellectual Property.

ARTICLE III
NON-SOLICITATION

A. During the time in which the New QA Partner is in a relationship with the Partnership and for **six** (6) months thereafter, New QA Partner shall not directly or indirectly through another entity (1) induce or attempt to induce any employee, Partner, contractor or other agent or affiliate of the Partnership or any of its subsidiaries or Affiliates to leave (or terminate/modify their relationship with) the Partnership or such subsidiary or Affiliate, or in any way interfere with the relationship between the Partnership or such subsidiary or Affiliate and any Person involved with such, including, without limitation, inducing or attempting to induce any Person or group of Persons involved with the Partnership or any subsidiary or

BT

Affiliate of the Partnership to interfere with the business or operations of the Partnership or its subsidiaries or Affiliates; (2) hire any then-current employee, interviewee, candidate, Partner, contractor or other agent or affiliate of the Partnership or any Person who was an employee of the Partnership or a subsidiary or affiliate of the Partnership at any time; or (3) induce or attempt to induce any customer, client, supplier, subcontractor, alliance partner, licensee, licensor, or other business relation of the Partnership or any of its subsidiaries or affiliates to cease doing business with the Partnership or such subsidiary or Affiliate, or in any way interfere with the relationship between any such customer, client, supplier, subcontractor, alliance partner, licensee, licensor, or business relation and the Partnership or any of its subsidiaries or affiliates.

B. During the time in which the New QA Partner is in a relationship with the Partnership and for **zero** (0) months thereafter, New QA Partner shall not in any way directly or indirectly, for himself, or through, on behalf of or in conjunction with any person or business: a) divert or circumvent (or attempt to do either of those) a current or prospective business transaction, relationship or customer of the Partnership to any competitor, including himself or any person or business, by direct or indirect inducement or otherwise; b) divert, circumvent, induce, or encourage to terminate, abandon, quit or get fired (or make any attempt to do any of those) any partner, general partner, administrator, officer, employee, vendor, supplier, distributor, contractor or any agent or representative of the Partnership; or c) do or perform, directly or indirectly, any other act which a reasonable person would anticipate to be competitive, injurious or prejudicial to the goodwill associated with the Partnership, its business purpose and/or the Partnership Property.

ARTICLE IV
NON-COMPETITION

A. During the time in which the New QA Partner is in a relationship with the Partnership and for **zero** (0) months thereafter, New QA Partner shall not directly or indirectly be employed by, provide services with respect to or otherwise engage in or be involved in a business that is focused on or engaged in (or anticipated to engage in or be involved in) activities in competition with or relating to the business of the Partnership, including, but not limited to, directly or indirectly owning, controlling, participating in, joining, operating, or managing or being a partner, stockholder or other equity interest owner, or an employee, independent contractor, consultant, or advisor of any kind in any such business which competes with or is engaged in or carries on, in any material respect, any aspect of the business (the "Competitive Activities") within the Geographic Area. For purposes herein, "Geographic Area" is defined as all areas within North America, including but not limited to the state of Delaware and the territory of Puerto Rico.

New QA Partner acknowledges that the Partnership's business is global in nature and New QA Partner's work will be used to support buying and selling activity on electronic market centers all over the United States and so the most reasonable geographic limitation for the non-

BT

competition agreement is not where New QA Partner is physically located but rather where the Partnership's business is conducted-that is, the various market centers where the New QA Partner's trades actually occurred. New QA Partner acknowledges and agrees that: (I) because modern technology allows Competitors' offices to be physically located anywhere in the world, the definition of "Competitor" provides reasonable limits on the geographic reach of this CNSNC; (2) the limitations on post-employment activities contained in this CNSNC are no greater than necessary to protect the goodwill of the Partnership; (3) the post-employment restrictions of this CNSNC are reasonable and necessary because the activities prohibited herein of this CNSNC would likely result in the improper use or disclosure of non-public information about the Partnership's business, including Confidential Information, in breach of this CNSNC and to the Partnership's detriment;(4) the services rendered by New QA Partner to the Partnership are of a special and unique character; and (5) in light of the foregoing and of New QA Partner's education, skills, abilities and financial resources, New QA Partner acknowledges and agrees that New QA Partner will not assert, and it should not be considered, that the enforcement of any of the covenants set forth herein would prevent New QA Partner from earning a living, provide for his/her family or otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

A. The above notwithstanding, the term "Competitive Activities" shall not include (1) the ownership as a passive investment of capital stock of a person or business engaged in Competitive Activities, if that class of capital stock is listed on a national securities exchange or traded in the national over the counter market, in an amount which shall not exceed five percent (5.0%) of the outstanding shares of such class of capital stock of any such corporation or (2) New QA Partner's ability to operate or engage in Competitive Activities in areas outside of the Geographic area.

B. New QA Partner expressly understands and agrees that the covenants contained in this Article are supported by independent valuable consideration and that such restrictions contained in this CNSNC to be reasonable and necessary for the purposes of preserving and protecting the Partnership. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to the scope of activity to be restrained, geographic area or time, or otherwise unenforceable, the Parties intend for the restrictions therein set forth to be modified by such court in the minimal amount necessary so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

ARTICLE V
NON-DISPARAGEMENT

New QA Partner agrees to not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the Partnership, its Partners, managers, directors, officers, employees, traders or any other agents or representatives. New QA Partner acknowledges and

BT

agrees that this prohibition extends to statements, written or verbal, made to anyone, including, but not limited to, the news media, investors, potential investors, any board of directors or advisory board of directors, clients, potential clients, employees (past or present), vendors, industry analysts, competitors, agents of the New QA Partner, and strategic partners. Additionally, New QA Partner agrees not to make any releases to the press or other public disclosure at any time with respect to the relationship formed and being explored hereunder without the prior written consent of the Partnership.

ARTICLE VI
MISCELLANEOUS

A. Entire Agreement. This CNSNC is meant to clarify, amplify and supplement the Partnership Agreement ("Agreement") both of which when taken together (including with the Records) contains the entire understanding and the full and complete agreement of the Parties and supersedes and replaces any prior understandings and agreements among the Parties with respect to the subject matter hereof. New QA Partner will not enter into any agreement either oral or written in conflict with this CNSNC and his/her relationship with the Partnership. The Partnership is entitled to communicate New QA Partner obligations under this CNSNC to any future employer, potential employer or potential partner or other financial relationship of New QA Partner. If any time period stated herein (such as and including but not limited to, those applicable to noncompetition, non-solicitation, and non-circumvention) is different than that stated in the Partnership Agreement applicable as of the Effective Date herein, then this provision shall control and serve as an amendment to the Partnership Agreement with regard to the New QA Partner listed herein only. New QA Partner will advise any future employer or entity with whom they have a relationship of the foregoing restrictions and terms in this CNSNC before accepting new employment or entering into a new relationship of any sort which might be in violation of this CNSNC.

B. Severability. If any court of competent jurisdiction determines that any provision of this CNSNC is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be re-formed and construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed therein. It is expressly understood and agreed that the Partnership and New QA Partner consider the restrictions contained in this CNSNC to be reasonable and necessary to protect the proprietary, trade secret, and confidential information and goodwill of the Partnership.

C. Equitable Relief and Remedies. If New QA Partner breaches or threatens to breach any covenants in this CNSNC the parties acknowledge and agree that the damage or imminent damage to the Partnership's business or its goodwill would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, notwithstanding any agreement to arbitrate disputes, the Partnership shall be entitled to injunctive relief against New QA Partner in the event of any breach or threatened breach of this agreement by New QA Partner, in addition to any other relief (including damages) available to the Partnership. New QA Partner and the Partnership agree that in the event of a breach or threatened breach by New QA Partner of any provision of this

BT

CNSNC, the Partnership will not have an adequate remedy at law. In the event of a breach or threatened breach by New QA Partner of any provision of this CNSNC, the Partnership shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of the attorney's fees and costs incurred by the Partnership in obtaining such relief and in enforcing its rights under this CNSNC, and (iii) any other legal and equitable relief to which it may be entitled, including any and all monetary damages which the Partnership may incur as a result of said breach or threatened breach. Injunctive relief shall not be the exclusive relief and may be in addition to any other relief to which the Partnership would otherwise be entitled. The availability to obtain injunctive relief will not prevent the Partnership from pursuing any other equitable or legal relief, including the recovery of damages from such breach or threatened breach. The existence of any cause of action by New QA Partner against the Partnership shall not constitute a defense to enforcement of the restrictions on New QA Partner created by this CNSNC.

The prevailing party shall be entitled to recover from the other, the prevailing party's costs (including, without limitation, reasonable attorneys' fees) incurred in connection with enforcing this CNSNC, in addition to any other rights or remedies available at law, in equity, or by statute. New QA Partner further acknowledges and agrees that the enforcement of a remedy hereunder by way of injunction will not prevent him/her from earning a reasonable livelihood and that the covenants contained herein are necessary for the protection of Partnership's business interests and are reasonable in scope and content.

If New QA Partner violates any covenant contained in this CNSNC, and the Partnership brings legal action for injunctive or other relief, the Partnership shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of any such covenant. Accordingly, the covenants of New QA Partner contained in this CNSNC that apply to New QA Partner after his or her date of termination shall be deemed to have durations as specified above, which periods shall be extended as necessary in connection with the entry by a court of competent jurisdiction of a final judgment enforcing New QA Partner's covenants in this CNSNC so as to provide the Partnership with the full period of protection to which the Partnership was entitled

D. **Notices.** All Notices and other communications hereunder shall be handled according to the terms of the Partnership Agreement for the Partnership.

E. **Waiver of Jury Trial**. The Parties hereunder agree that in any court action or other legal proceeding relating to this CNSNC, they mutually WAIVE TRIAL BY JURY of any or all issues arising in court or other legal proceeding.

F. **Titles and Headings.** Titles and headings to articles and sections in this CNSNC are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

G. **Governing Law**. This CNSNC shall be governed and construed in accordance with the laws of the State of Delaware without reference to choice of law principles to the contrary.

RT

H. Counterparts. This CNSNC may be executed in one or more counterparts, including by fax, email transmission and/or electronic signature, and by electronic signature, each of which will be deemed an original and all of which shall constitute one instrument.

I. No Offset or Release. The existence of any claim or cause of action of New QA Partner against the Partnership, or any Partner of the Partnership, or any officer, manager, or Affiliate of such, whether predicated on this CNSNC or otherwise, shall not constitute a defense to the enforcement by the Partnership of the covenants of New QA Partner contained in this CNSNC. In addition, the provisions of this Article shall continue to be binding upon New QA Partner in accordance with its terms, notwithstanding the termination of New QA Partner's Partnership for any reason, including termination by New QA Partner following a breach by the Partnership.

Each covenant of New QA Partner set forth herein (particularly with regard to Confidential Information, Intellectual Property and the like) which, by its nature would not cease as of the termination of this CNSNC or the termination of Partnership with the New QA Partner shall survive the termination of this CNSNC and shall be construed as an agreement independent of any other provision of this CNSNC.

BY SIGNING THIS CNSNC, NEW QA PARTNER AGREES AND ACKNOWLEDGES THAT (1) HE/SHE HAS CAREFULLY READ THIS CNSNC; (2) HE/SHE AGREES TO BE BOUND BY ALL OF ITS TERMS WITHOUT RESERVATION; (3) HE/SHE AGREES THAT THE RESTRICTIVE COVENANTS CONTAINED HEREIN ARE FAIR AND REASONABLE; (4) THIS CNSNC IS NOT IN ANY WAY TO BE VIEWED AS A CONTRACT FOR EMPLOYMENT, THAT IT SHOULD NOT BE CONSTRUED AS A GUARANTEE OF ANY RELATIONSHIP FOR ANY PERIOD OF TIME, AND THAT IT SHALL NOT BE CONSTRUED TO OBLIGATE THE PARTNERSHIP TO NEW QA PARTNER IN ANY WAY; (5) HE/SHE HAS HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM LEGAL COUNSEL OF HIS/HER CHOICE IN ORDER TO INTERPRET ANY AND ALL PROVISIONS OF THIS CNSNC; (6) HE/SHE HAS HAD THE OPPORTUNITY TO ASK THE PARTNERSHIP QUESTIONS ABOUT THIS CNSNC AND ANY OF SUCH QUESTIONS HAVE BEEN ANSWERED TO HIS/HER SATISFACTION; AND (7) THIS CNSNC WAS EXECUTED VOLUNTARILY AND OF HIS/HER OWN ACCORD UPON ADVICE OR WAIVER OF THE RIGHT TO COUNSEL.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.]

BT

IN WITNESS WHEREOF, the Parties hereto have executed this CNSNC, effective as of the aforementioned Effective Date.

NEW QA PARTNER:

By: **BRIAN TYSON**

PARTNERSHIP:

GENERAL PARTNER:

ASPIRE COMMODITIES 1, LLC

BY: **ADAM C. SINN**, Manager

LIMITED PARTNER:

SINN LIVING TRUST, dated November 9, 2012

BY: **ADAM C. SINN**, Trustee

BT

EXHIBIT A: EXAMPLES OF PROPRIETARY INFORMATION

This is a list of examples of trade secrets and confidential business, technical, and financial information constituting Proprietary Information and/or Confidential Information. This is a partial, but not a complete list of the Proprietary Information subject to this CNSNC.

- Trading Strategies and Systems
- Vendor list and all information contained in vendor records;
- Client list and all information contained in client/Partnership records;
- Prospective Client list and all information contained in prospective client/Partnership records;
- Stockholder list and all information contained in stockholder records;
- All information concerning the financial condition of the Partnership, including information contained in any income statement, balance sheet or other internal financial report;
- Marketing plans and strategies of the Partnership, including information pertaining to prospective customers;
- Financing plans and strategies of the Partnership;
- Staffing plans and strategies of the Partnership;
- Expansion plans and business strategies of the Partnership;
- Negotiations for financing, merger, acquisition, new customers, new vendors or otherwise;
- Technical research projects, methodologies and results;
- Other research and development projects;
- Drawings and specifications;
- Software and hardware documentation;
- Forms, manuals, handbooks and guidelines written for internal staff use;
- Any materials for which the Partnership has copyright protection or are marked confidential, and;
- The Partnership's proprietary operating procedures and systems.
- Employee list and all information contained in employee records;

BT

EXHIBIT B: EXCLUDED ITEMS

The following items are hereby disclosed by the New QA Partner and shall be excluded from the definition of Proprietary Information, Confidential Information and Work Product ("Excluded Items"):

1) Load Prediction Models - Regression models translating temperature values into to load values for a given ISO using historical data.

2) LMP Prediction Models - Regression models translating load values into LMP clearing prices for a given ISO using historical data.

3) Natural Gas Demand Model - Regression models translating temperature values into natural gas demand components such as Rescom, Industrial, and Power burns.

BT

EXHIBIT A-5

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Wednesday, December 22, 2010 6:07 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Fwd: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961863341

---------- Forwarded message ----------
From: **Dell Inc.** <dell_automated_email@dell.com>
Date: Mon, Dec 20, 2010 at 9:50 PM
Subject: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961863341
To: deman@alum.mit.edu

==
=
DELL USA
Dell Outlet
==
=
Order Confirmed

Your order is being processed.

We will send you an e-mail after your order ships
Please check your e-mail regularly for updates.

==
=
Order Information

Customer Number: 115082566
Dell Purchase ID: 2002961863341

==
=

Estimated Delivery Date

You can check the progress of your order at any time by clicking on the link(s) below.

Order Number: 558791997
Product Description: Dell Refurbished UltraSharp U3011 30-inch Widescreen Flat Panel Monitor
Estimated Delivery Date:12/28/2010
https://support.dell.com/support/order/details.aspx?c=us&l=en&s=ARB&order_number=558791997&validate=115082566

==
Payment Information

Contact: Patrick De Man
-

Phone Number: (617) 9801886 (work)

Statement Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Payment Method: Pay with one credit/debit card online Pay with Gift Card
Total Amount: $952.94

==
Delivery Information

Contact: Patrick De Man

-

Phone Number: (617) 9801886 (work)
(203) 5364124 (cell)

Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Delivery Method: 3-5 Day Delivery - Standard Delivery.
Your order will be delivered up to 3-5 business days after it ships.

==
Order Detail

Order Number: 558791997
Estimated Delivery Date: 12/28/2010

Item Description: Dell Refurbished UltraSharp U3011 30-inch Widescreen Flat Panel Monitor

Product Subtotal: $899.00
Shipping and Handling: $0.00
Tax: $53.94
Product Total: $952.94

Order Subtotal: $899.00
Shipping and Handling: $28.99
Shipping Discount: -$28.99
Environmental Disposal Fee: $0.00
Tax Total: $53.94
Total Amount: $952.94

==
=
Important Things to Know:

Please save this Order Confirmed email. To ensure that your order is complete and accurate, please compare this confirmation to your invoice and/or packing slip.

Please note that Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors.

Your order is subject to Dell's Terms and Conditions of Sale www.dell.com/terms which include a binding arbitration provision.

If your order includes a service contract, please visit our Service Contracts website http://www1.us.dell.com/content/topics/global.aspx/services/en/service_contracts? for details about your contract.

Learn more about the estimated delivery date.
http://support.dell.com/support/topics/global.aspx/support/order/en/delivery?c=us&l=en&s=gen&~section=estimated

Thanks again for choosing Dell!

The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase.

© 2007 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Wednesday, December 22, 2010 6:07 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Fwd: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961868944

---------- Forwarded message ----------
From: **Dell Inc.** <dell_automated_email@dell.com>
Date: Mon, Dec 20, 2010 at 9:57 PM
Subject: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961868944
To: deman@alum.mit.edu

==
=
DELL USA
Dell Outlet
==
=
Order Confirmed

Your order is being processed.

We will send you an e-mail after your order ships
Please check your e-mail regularly for updates.

==
=
Order Information

Customer Number: 115082566
Dell Purchase ID: 2002961868944

==
=

Estimated Delivery Date

You can check the progress of your order at any time by clicking on the link(s) below.

Order Number: 558795097
Product Description: Dell Refurbished UltraSharp U3011 30-inch Widescreen Flat Panel Monitor
Estimated Delivery Date:12/28/2010
https://support.dell.com/support/order/details.aspx?c=us&l=en&s=ARB&order_number=558795097&validate=115082566

==
=
Payment Information

Contact: Patrick De Man
-

Phone Number: (617) 9801886 (work)

Statement Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Payment Method: Pay with one credit/debit card online Pay with Gift Card
Total Amount: $952.94

==
=
Delivery Information

Contact: Patrick De Man

-

Phone Number: (617) 9801886 (work)
(203) 5364124 (cell)

Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Delivery Method: 3-5 Day Delivery - Standard Delivery.
Your order will be delivered up to 3-5 business days after it ships.

==
=
Order Detail

Order Number: 558795097
Estimated Delivery Date: 12/28/2010

Item Description: Dell Refurbished UltraSharp U3011 30-inch Widescreen Flat Panel Monitor

Product Subtotal: $899.00
Shipping and Handling: $0.00
Tax: $53.94
Product Total: $952.94

Order Subtotal: $899.00
Shipping and Handling: $28.99
Shipping Discount: -$28.99
Environmental Disposal Fee: $0.00
Tax Total: $53.94
Total Amount: $952.94

===
=
Important Things to Know:

Please save this Order Confirmed email. To ensure that your order is complete and accurate, please compare this confirmation to your invoice and/or packing slip.

Please note that Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors.

Your order is subject to Dell's Terms and Conditions of Sale www.dell.com/terms which include a binding arbitration provision.

If your order includes a service contract, please visit our Service Contracts website http://www1.us.dell.com/content/topics/global.aspx/services/en/service_contracts? for details about your contract.

Learn more about the estimated delivery date.
http://support.dell.com/support/topics/global.aspx/support/order/en/delivery?c=us&l=en&s=gen&~section=estimated

Thanks again for choosing Dell!

The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase.

© 2007 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Wednesday, December 22, 2010 6:08 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Fwd: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961883240

---------- Forwarded message ----------
From: **Dell Inc.** <dell_automated_email@dell.com>
Date: Mon, Dec 20, 2010 at 10:17 PM
Subject: Dell Order Has Been Confirmed for Dell Purchase ID: 2002961883240
To: deman@alum.mit.edu

==
=
DELL USA
Home & Home Office
==
=
Order Confirmed

Your order is being processed.

We will send you an e-mail after your order ships
Please check your e-mail regularly for updates.

==
=
Order Information

Customer Number: 115083079
Dell Purchase ID: 2002961883240

==
=

Estimated Delivery Date

You can check the progress of your order at any time by clicking on the link(s) below.

Order Number: 558804170
Product Description: Dell AY511 SoundBar with Virtual Surround
Estimated Delivery Date:12/30/2010
https://support.dell.com/support/order/details.aspx?c=us&l=en&s=DHS&order_number=558804170&validate=115083079

==
=
Payment Information

Contact: Patrick De Man
-

Phone Number: (617) 9801886 (work)

Statement Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Payment Method: Pay with one credit/debit card online Pay with Gift Card
Total Amount: $52.99

==
=
Delivery Information

Contact: Patrick De Man

-

Phone Number: (617) 9801886 (work)
(203) 5364124 (cell)

Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Delivery Method: 3-5 Day Delivery - Standard Delivery.
Your order will be delivered up to 3-5 business days after it ships.

==
=
Order Detail

Order Number: 558804170
Estimated Delivery Date: 12/30/2010

Item Description: Dell AY511 SoundBar with Virtual Surround

Product Subtotal: $49.99
Shipping and Handling: $0.00
Tax: $3.00
Product Total: $52.99

Order Subtotal: $49.99
Shipping and Handling: $8.99
Shipping Discount: -$8.99
Environmental Disposal Fee: $0.00
Tax Total: $3.00
Total Amount: $52.99

===

Important Things to Know:

Please save this Order Confirmed email. To ensure that your order is complete and accurate, please compare this confirmation to your invoice and/or packing slip.

Please note that Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors.

Your order is subject to Dell's Terms and Conditions of Sale www.dell.com/terms which include a binding arbitration provision.

If your order includes a service contract, please visit our Service Contracts website http://www1.us.dell.com/content/topics/global.aspx/services/en/service_contracts? for details about your contract.

Learn more about the estimated delivery date.
http://support.dell.com/support/topics/global.aspx/support/order/en/delivery?c=us&l=en&s=gen&~section=estimated

Thanks again for choosing Dell!

The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase.

© 2007 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Wednesday, December 22, 2010 6:08 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Fwd: Dell Order Has Been Confirmed for Dell Purchase ID: 2002964572964

---------- Forwarded message ----------
From: **Dell Inc.** <dell_automated_email@dell.com>
Date: Wed, Dec 22, 2010 at 11:00 AM
Subject: Dell Order Has Been Confirmed for Dell Purchase ID: 2002964572964
To: deman@alum.mit.edu

==
=
DELL USA
Home & Home Office
==
=
Order Confirmed

Your order is being processed.

We will send you an e-mail after your order ships
Please check your e-mail regularly for updates.

==
=
Order Information

Customer Number: 115043914
Dell Purchase ID: 2002964572964

==
=

Exhibit A-5

Estimated Delivery Date

You can check the progress of your order at any time by clicking on the link(s) below.

Order Number: 560345451
Product Description: Studio XPS 9100, Genuine Windows® 7 Ultimate, 64bit, English
Estimated Delivery Date:01/17/2011
https://support.dell.com/support/order/details.aspx?c=us&l=en&s=DHS&order_number=560345451&validate=115043914

==
=
Payment Information

Contact: Patrick De Man
-

Phone Number: (617) 9801886 (work)

Statement Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Payment Method: Pay with one credit/debit card online Pay with Gift Card
Total Amount: $2,363.29

==
=
Delivery Information

Contact: Patrick De Man

-

Phone Number: (617) 9801886 (work)
(203) 5364124 (cell)

Address: 143 Hoyt St Apt 3K
Stamford, CT 06905-5749

Delivery Method: 3-5 Day Delivery - Standard Delivery.
Your order will be delivered up to 3-5 business days after it ships.

==
=
Order Detail

Order Number: 560345451
Estimated Delivery Date: 01/17/2011

Item Description: Studio XPS 9100, Genuine Windows® 7 Ultimate, 64bit, English

Product Subtotal: $2,229.99
Shipping and Handling: $0.00
Tax: $133.30
Product Total: $2,363.29

Order Subtotal: $2,229.99
Shipping and Handling: $49.00
Shipping Discount: -$49.00
Environmental Disposal Fee: $0.00
Tax Total: $133.30
Total Amount: $2,363.29

==
=
Important Things to Know:

Please save this Order Confirmed email. To ensure that your order is complete and accurate, please compare this confirmation to your invoice and/or packing slip.

Please note that Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors.

Your order is subject to Dell's Terms and Conditions of Sale www.dell.com/terms which include a binding arbitration provision.

If your order includes a service contract, please visit our Service Contracts website http://www1.us.dell.com/content/topics/global.aspx/services/en/service_contracts? for details about your contract.

Learn more about the estimated delivery date.
http://support.dell.com/support/topics/global.aspx/support/order/en/delivery?c=us&l=en&s=gen&~section=estimated

Thanks again for choosing Dell!

The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase.

© 2007 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

EXHIBIT A-6

From: pat.deman@gmail.com [mailto:pat.deman@gmail.com] **On Behalf Of** Patrick de Man
Sent: Wednesday, December 22, 2010 6:06 PM
To: Adam Sinn <gonemaroon@hotmail.com>
Subject: Re: dell order / CO login

Hi Adam,

Today I ordered the computer, which was total $2360 or so.
According to Dell the components of the computer were valued at 3k, but they have some discounts going now, so there was like an $850 discount, and free shipping on everything.
The giftcards saved $170 an additional.

And today I also went through the CO website, so keep an eye if you get credited there over the next few weeks.

The details of what I paid is in the spreadsheets.
Would you mind reimbursing me for the total amount of $4,210.70 ?

You can still tax deduct it from this tax year.
After this email, I will forward you the Dell and Amazon Order Confirmations for the total amount $4,380.70?
Let me know if you need anything else.

Thanks,
Patrick.

On Wed, Dec 22, 2010 at 5:28 AM, Adam Sinn <gonemaroon@hotmail.com> wrote:

> Wow sweet... let me know how they work out!
>
> On Dec 21, 2010, at 12:33 PM, Patrick de Man <deman@alum.mit.edu> wrote:
>
> > Hi Adam,
> >
> > Last night, I purchased 2 refurbished monitors from the Dell Outles online.
> > At first I was somewhat hesitant, but reviews online said they were totally fine, and they get the same warranty as new products (just a bit shorter).

These were about $900 each as they are ultrasharp (high resolution) 30" monitors. It's a bit high, but these are badass, and I'll be looking at those screens all day.
I'll give you an overview of the total expenses etc. once I have purchased the computer, which I intend to do by tomorrow.

I went through the CO website to place the order, but I am not sure if the miles are credited for purchases in the Dell Outlet.
It's supposed to be part of the Home and Home Business segment of Dell, so I think you should get the miles.

Cheers,
Patrick.

On Sun, Dec 19, 2010 at 12:18 PM, Adam Sinn <gonemaroon@hotmail.com> wrote:

I think it said double miles when I checked who knows maybe I misread it or it changed.

Make sure when you order it you get the best computer since it's a very important tool for work

On Dec 19, 2010, at 12:12 PM, Patrick de Man <deman@alum.mit.edu> wrote:

Thanks.
I just checked and Dell (and others like HP, BestBuy) only give 2 miles/dollar spent.
You'll get 4 miles if you pay with a Continental credit card.

Somehow you thought you'd get 5 miles, but that might have been a temporary promotion?

Cheers,
Patrick.

On Sun, Dec 19, 2010 at 1:44 AM, Adam Sinn <gonemaroon@hotmail.com> wrote:

gonemaroon

ac24sinn

just make sure you spare no expenses when ordering... I'll talk to you before ordering I'm sure

On Dec 18, 2010, at 9:41 PM, Patrick de Man <deman@alum.mit.edu> wrote:

> Hi Adam,
> Nice seeing you again today. Hope you had a nice rest of the day in nyc.
> Mika and I drove home, and chilled out after 2 days of back and forth driving.
>

> If you have a chance, please send me your Continental site login/pw.
> I want to order by Dec 22, which is when that $100 promotion runs out.
>
> Have a good flight tomorrow.
>
> Cheers,
> Patrick.

Dell Computer purchase
12/22/2010

Vendor	Item	Model	Price	Giftcard	Cost Giftcard	Credit Card	Expense
Dell	Monitor	U3011	952.94	50	45	902.94	947.94
Dell	Monitor	U3011	952.94	50	45	902.94	947.94
Dell	SoundBar	AY511	52.99	50	0	2.99	2.99
Dell	Computer	XPS 9100	2363.29	1600	1490	763.29	2253.29
Amazon	Wireless Card	D-Link DWA-556	58.54			58.54	58.54
	Total		4380.7	1750	1580	2630.7	**4210.7**

EXHIBIT A-7

From: Tim Kirk [mailto:tim@internetworkconsulting.net]
Sent: Tuesday, November 08, 2011 2:27 PM
To: gonemaroon@hotmail.com; Adam Sinn <gonemaroon@hotmail.com>
Subject: Stephen PC

Adam,

Here is the configuration for Stephen's PC.

$5144.74 plus sales tax

XEON E5620 2.4 12MB 1333 MHZ RETAIL 2

SUPER MICRO 3U ACTIVE HEATSINK SOCKET F

COOLERMASTER TOWER HAF932 NO/PS

4GB DDR-3 1333 MHZ ECC REG. SUPERTALENT x 4

ASUS DP5520 1366 96DDR3 6SR 2GL 4PCIE16X

GIGABYTE GTX550 1 GIG PCIE 2DVI HDSLI x 3

500GB WD RE SATA 7200 64MB ENTERPRISE

1TB SEAGATE SE SATA/600 7200 RPM 32MB

COOLER MASTER 1000 WATT 80PLUS MODULARE

ACER 22" LCD W.S. 50000:1 DVI N-SPK

SONY 24X16X24X8 DVDRW SATA BULK

MICROSOFT WIN 7 PROFESSIONAL 64BIT SP1

MICROSOFT OFFICE HOME&BUS 2010 KEY

TRIPPLITE 1500VA USB 8-OUTLET UPS W LCD

BUILD WORKSTATION:WITH RAID, WITH OS

Sincerely,

Timothy Kirk Sr.

Internetwork Consulting

281-606-3300 (o)
713-204-6100 ©

From: Adam Sinn [mailto:gonemaroon@hotmail.com]
Sent: Monday, November 07, 2011 1:30 PM
To: Tim Kirk
Subject: Fwd: PC

Reply from one of my guys

Begin forwarded message:

> **From:** Stephen Benchluch <stephenbenchluch@yahoo.com>
> **Date:** November 7, 2011 12:43:01 PM CST
> **To:** Adam Sinn <gonemaroon@hotmail.com>
> **Subject: Re: PC**
> **Reply-To:** Stephen Benchluch <stephenbenchluch@yahoo.com>
>
> Adam - The configuration below seems pretty good in many areas. I like the fact that you select a 64-bit OS by using 4 4GB chips (16 Total). The per-process limit is greatly increased in 64 and the video cards and other devices will not be stealing usable memory from operating system. You are using windows 7 which is good with 64-bit OS.
>
> My suggestion is that if you want to do simulation work you need to think about multiple core systems if you are talking about a single box. I could not see the version of the i7 processor that you are referring to (cores, speed....). As an example a single simulation of 15 days in PJM can last up to 150 minutes and you do not want to wait for one to finish prior to starting the second one. I have used 6 and 8 core systems in the past since I was running multiple simulations (up to 6 in a single box) for a total of up to 12 to 18 simulations per day which I believe we would like to achieve at some point. I think that the i7 has multiple core processors. Stay away from AMD for this type of simulations. Anything faster than 3 GHz will be good.
>
> The rest is fine with me.
>
> Stephen Benchluch
> **From:** Adam Sinn <gonemaroon@hotmail.com>
> **To:** stephenbenchluch@yahoo.com
> **Sent:** Monday, November 7, 2011 10:45 AM
> **Subject:** FW: PC

This information below is for one machine, that is replicated into 4. If I am missing anything let me know. 7132046100. If the price is right, the customer may purchase 4 more.
1 - Mega Box – Cooler Master
1 - i7 Intel Processor with pro fan
4 – 4GB chips = 16 megs of memory, instead of the 24 your pc have.
3 – duel 1gb DVI video cards
1 – 500 GB raptor hard drive
1 – Logitech fx700 keyboard and mouse
1 – 650 watt power supply
8 - usb ports 2.0
1 - dvdrw reader
4 – 22in LCD monitors
1 – Windows 7 Pro
1 – you build it for me
1 – Trippite 650
1 Office 2010

EXHIBIT A-8

FILED
In the Office of the
Secretary of State of Texas
SEP 19 2016
Corporations Section

CERTIFICATE OF CONVERSION
of

RAIDEN COMMODITIES, LP
a foreign U.S. Virgin Islands limited partnership
(**Converting Entity**)

into

RAIDEN COMMODITIES, LP
a Texas limited partnership
(**Converted Entity**)

The undersigned Converting Entity hereby adopts the following Certificate of Conversion for the purpose of effecting a conversion in accordance with the provisions of the Texas Business Organizations Code:

1. A Plan of Conversion, approved and adopted in accordance with the provisions of Chapter 10 of the Texas Business Organizations Code, providing for the conversion of **RAIDEN COMMODITIES, LP**, a foreign U.S. Virgin Islands limited partnership, its federal employer identification number is 660758575, formed in that jurisdiction on December 22, 2010, and registered as a foreign limited partnership with the Secretary of State of Texas on March 22, 2012 under file number 801570448 (the "**Converting Entity**"), to **RAIDEN COMMODITIES, LP**, a Texas limited partnership (the "**Converted Entity**"), has been executed by the Converting Entity and the parties thereto.

2. The Plan of Conversion was unanimously approved and was duly authorized by all action required by the laws of the State of Texas and those of the U.S. Virgin islands, and by the constituent documents of the Converting Entity.

3. An executed Plan of Conversion is on file at the principal place of business of the Converting Entity at 200 Dorado Beach Drive, Suite 3232, Dorado, PR 00646, and from and after the conversion, an executed Plan of Conversion will be on file at the principal place of business of the Converted Entity at 200 Dorado Beach Drive, Suite 3232, Dorado, PR 00646.

4. A copy of the Plan of Conversion will be furnished upon written request and without cost by the Converting Entity prior to the conversion or by the Converted Entity after the conversion to any shareholder of the Converting Entity or partner of the Converted Entity.

5. The Certificate of Formation of the Converted Entity, which is to be created pursuant to the Plan of Conversion, is attached hereto as Exhibit A and is incorporated herein by reference for filling by the Secretary of State.

6. The Converted Entity shall be responsible for the payment of all fees imposed by the State of Texas, including franchise tax or gross margins tax, on the Converting Entity and/or the Converted Entity, and shall be obligated to pay the same when due.

7. This document becomes effective when the document is accepted and filed by the Secretary of State of Texas.

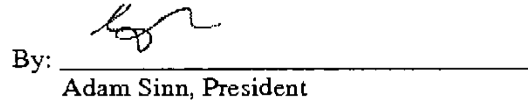
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Coded, or other law applicable to and governing the converting entity, to execute the filing instrument.

EXECUTED to be effective as of September 19, 2016.

CONVERTING ENTITY:

RAIDEN COMMODITIES, LP, a foreign U.S. Virgin Islands limited partnership

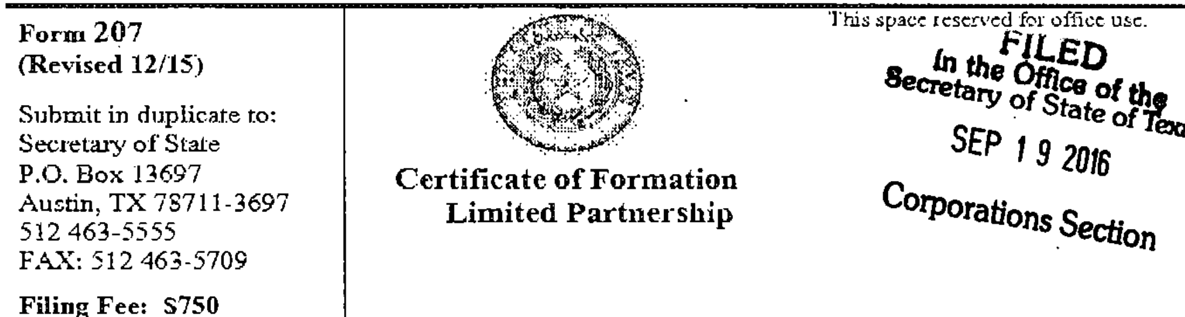
By: Raiden Commodities 1, LLC, Its General Partner



By: ______________________________
Adam Sinn, President

EXHIBIT A

Certificate of Formation



Form 207
(Revised 12/15)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: $750

Certificate of Formation
Limited Partnership

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
SEP 19 2016
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

Raiden Commodities, LP

The name must contain the words "limited," "limited partnership," or an abbreviation of that word or phrase. The name of a limited partnership that is also a limited liability partnership must also contain the phrase "limited liability partnership" or "limited liability limited partnership" or an abbreviation of one of those phrases.

Article 2 – Registered Agent and Registered Office
(Select and complete either A or B and complete C)

[✓] A. The initial registered agent is an organization (cannot be entity named above) by the name of:

KB Carlton, PLLC

OR
[ ] B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
2500 Dallas Pkwy., Ste. 501	Plano	TX	75093

Article 3—Governing Authority
(Provide the name and address of each general partner.)

The name and address of each general partner are set forth below:

GENERAL PARTNER 1

NAME (Enter the name of either an individual or an organization, but not both.)
IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR
IF ORGANIZATION

Raiden Commodities 1, LLC
Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
200 Dorado Beach Dr., Ste. 3232	Dorado	PR	USA	00646

Exhibit A-8

GENERAL PARTNER 2

NAME (Enter the name of either an individual or an organization, but not both.)
IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR
IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GENERAL PARTNER 3

NAME (Enter the name of either an individual or an organization, but not both.)
IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR
IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Article 4—Principal Office

The address of the principal office of the limited partnership in the United States where records are to be kept or made available under section 153.551 of the Texas Business Organizations Code is:

200 Dorado Beach Dr., Ste. 3232	Dorado	PR	USA	00646
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

A Limited Partner's right to sell an interest in the Partnership is restricted significantly, as explained in detail in the Limited Partnership Agreement on file in such Partnership's corporate records.

The Partnership is being formed pursuant to a plan of conversion. The converting (prior) entity was Raiden Commodities, LP, a foreign U.S. Virgin Islands limited partnership, its federal employer identification number is 660758575. It was formed in that jurisdiction on December 22, 2010, and registered as a foreign limited partnership with the Secretary of State of Texas on March 22, 2012 under file number 801570448.

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ______________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ____________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned general partner affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: September 19, 2016

Signature for each general partner:

Adam Sinn, President of Raiden Commodities 1, LLC, General Partner

____

Exhibit A-8

EXHIBIT A-9

From: Juan Carlos Bou [mailto:jbou@ferraiuoli.com]
Sent: Wednesday, July 20, 2016 4:06 PM
To: Barry Hammond <Barry@ruralroute3holdings.com>; Roberto Cámara Fuertes <rcamara@ferraiuoli.com>
Cc: Kyle R. Waldner <kwaldner@qpwblaw.com>; Juan Carlos Bou <jbou@ferraiuoli.com>
Subject: Re: separation process

Mr. Hammond,

Please see the attached communication.

Let me know if you would like to discuss the same.

All rights reserved.

Cordially,

Juan Carlos Bou

PO Box 195168 • San Juan, PR 00919-5168

221 Ponce de León Avenue, Suite 500 • San Juan, PR 00917

T. 787-766-7000

F. 787.766.7001

D. 787.777.1177
E.jbou@ferraiuoli.com

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication by error, please notify us immediately by e-mail, and delete the original message.

Exhibit A-9

Before you print this E-mail, ask if it's really necessary. Our environment concerns us all...

From: Barry Hammond <Barry@ruralroute3holdings.com>
Date: Monday, July 18, 2016 at 12:07 PM
To: Roberto Cámara Fuertes <rcamara@ferraiuoli.com>, Juan Bou <jbou@ferraiuoli.com>
Subject: RE: separation process

Mssrs. Bou and Fuertes,

I received the email below from Patrick dated July 15. For a variety of reasons, a wire will not be sent to Patrick today. The separation agreement attempted to fully resolve matters between all parties involved. While Mr. de Man is correct that his K-1 reflected income, the course of performance between the parties necessitated that certain capital be retained at the company. It is important that all issues be resolved prior to a final disbursement of funds. I am happy to speak with you at your convenience regarding attempts to settle all matters between the parties. Is there a convenient time to schedule a teleconference?

Thank you,

Barry Hammond

Barry M. Hammond, Jr.
Rural Route 3 Holdings
Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

Sent from Mail for Windows 10

From: Patrick de Man
Sent: Friday, July 15, 2016 11:51 PM
To: asinn@aspirecommodities.com
Cc: Barry Hammond; 'Juan Carlos Bou'; 'Roberto Cámara Fuertes'
Subject: separation process

Adam,
The “Separation Agreement” sent to my attention by Barry on July 8 for my “review and execution” is not acceptable to me.
On a separate matter, I hereby demand the immediate payment to my account of the undistributed amount already reported on my K-1 form (i.e., $690,847), which is wrongfully being withheld by Raiden Commodities LP, its General Partner, and its officers.
The wire transfer instructions are as follows:

Wire funds to	J.P. Morgan Chase, NY
Routing number	021000021
For credit to	National Financial Services LLC
Account number	066196–221
For the benefit of	Patrick de Man
For final credit to	X65890539
Address	One Chase Manhattan Plaza

New York, NY 10005

Finally, please contact my counsel (copied herein) regarding the referenced payment, if need be. All rights reserved.

Have a good weekend,
Patrick

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

ATTORNEYS AT LAW

WWW.QPWBLAW.COM

1000 BLACKBEARD'S HILL, SUITE 10
ST. THOMAS, VI 00802
TELEPHONE: (340) 693-0230 ♦ FACSIMILE: (340) 693-0300

kwaldner@qpwblaw.com

July 20, 2016

Via E-Mail:

Barry M. Hammond, Jr., Esq.
Barry@ruralroute3holdings.com
Raiden Commodities LP
3333 Allen Pkwy, Unit 1605
Houston, TX 77019-1844

Re: Raiden Commodities LP

Dear Mr. Hammond:

We are contacting you on behalf of Mr. Patrick de Man in response to your email of Monday, July 18, 2016 to Mssrs. Roberto Cámara Fuertes and Juan Bou.

In that email, you have confirmed that Raiden Commodities LP, its General Partner, and its officers (collectively, "Raiden") will not distribute to Mr. de Man, one of its limited partners, his due partnership distribution in the amount of $690,847 because "the course of performance between the parties necessitated that certain capital be retained at the company." Please be advised that Raiden's actions are wrongful and have no basis under the laws of the U.S. Virgin Islands. Consequently, this is to demand that Mr. de Man's partnership distribution be released to him immediately and in no case later than on Friday, July 29, 2016.

In addition to his partnership distribution, Mr. de Man is further entitled to compensation for the services rendered to Raiden and its affiliates since 2011, as well as to severance payment

and other related compensation. To this end, please note that pursuant to the Virgin Islands Uniform Limited Partnership Act, 26 V.I.C. § 375, Mr. de Man, a limited partner of Raiden Commodities LP, has the right to demand that all partnership books of Raiden Commodities LP be made available for inspection and copying, as well as other corporate documents and records. Mr. de Man hereby reserves his right to make such a demand in due course.

Finally, immediately preserve the above and all physical and electronic documents, materials and data in your possession, custody and/or control (including, without limitation, emails, text messages and voice mail recordings) that are or might be relevant or related to the foregoing matters, regardless of where they are located.

This letter is not intended, and should not be construed, as a complete expression of my client's factual or legal positions with respect to this matter. Nothing contained in or omitted from this letter is intended, and should not be construed, as a waiver, relinquishment, release or other limitation upon any legal or equitable claims, causes of action, rights and/or remedies available to my client in any jurisdiction, including the U.S. Virgin Islands or the Commonwealth of Puerto Rico, all of which are hereby expressly reserved.

We look forward to your immediate response to this letter.

Sincerely yours,

Kyle R. Waldner

EXHIBIT A-10

From: Juan Carlos Bou [mailto:jbou@ferraiuoli.com]
Sent: Thursday, August 11, 2016 5:43 PM
To: Barry Hammond <Barry@ruralroute3holdings.com>
Cc: Roberto Cámara Fuertes <rcamara@ferraiuoli.com>; Juan Carlos Bou <jbou@ferraiuoli.com>
Subject: Confidential Draft Settlement Agreement
Importance: High

Confidential Settlement Communication

Barry,

As requested, attached please find our proposed settlement agreement for your consideration.

Please review and let me know when you are available to discuss.

Cordially,

JCB

Juan Carlos Bou

PO Box 195168 • San Juan, PR 00919-5168
221 Ponce de León Avenue, Suite 500 • San Juan, PR 00917
T. 787-766-7000
F. 787.766.7001
D. 787.777.1177
E. jbou@ferraiuoli.com

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If you have received this communication by error, please notify us immediately by e-mail, and delete the original message.

Before you print this E-mail, ask if it's really necessary. Our environment concerns us all...

This **SETTLEMENT, SEPARATION AND RELEASE AGREEMENT,** together with any other agreement expressly incorporated as part of this Settlement, Separation and Release Agreement (collectively referred to as "the **Agreement**") is made and entered as of August [__], 2016 (the "**Effective Date**"), by and among **PATRICK DE MAN** ("**PDM**"); **RAIDEN COMMODITIES, LP**, a U.S. Virgin Island limited partnership ("**RAIDEN USVI**"); **RAIDEN COMMODITIES 1, LLC**, a Puerto Rico limited liability company ("**RAIDEN PR**"); **ASPIRE CAPITAL MANAGEMENT, LLC**, a Texas limited liability company ("**ASPIRE CAPITAL**"); **ASPIRE COMMODITIES 1, LLC**, a Puerto Rico limited liability company ("**ASPIRE LLC**"); **ASPIRE COMMODITIES, LP** a Texas limited partnership ("**ASPIRE LP**"); and **ADAM C. SINN ("ACS",** and together with **RAIDEN USVI, RAIDEN PR, ASPIRE CAPITAL, ASPIRE LLC** and **ASPIRE LP,** to be collectively referred to as the **"RAIDEN PARTIES"**).

PDM, RAIDEN USVI, RAIDEN PR, ASPIRE CAPITAL, ASPIRE LLC, ASPIRE LP and ACS are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." In addition, as used in the Agreement, "**Affiliate**" means, with respect to a person or entity, any other person or entity which either directly or indirectly controls, is controlled by or is under common control with the first person or entity, including the shareholders, partners or owners of such person. For purposes of this definition, Maroon Services, Inc; Poseidon Commodities, LLC; XS Capital Investments, LP; XS Capital Management, LLC; Rural Route 3 Holdings, LP; Rural Route 3 Management, LLC; 3S Real Estate Investments, LLC; The Sinn Living Trust shall be considered "Affiliates" of the Raiden Parties (these parties, collectively with the RAIDEN PARTIES, to be referred to collectively as the "**RAIDEN GROUP**").

WHEREAS, PDM has been employed by ASPIRE LP from April 2011 through June 2013 and by RAIDEN PR since November 2013;

WHEREAS, RAIDEN USVI and ASPIRE LP are engaged in the business of trading certain energy futures and contracts in various USA based Independent System Operators and Regional Transmission Operators ("**ISO/RTOs**"), and exchanges;

WHEREAS, PDM has been a limited partner in RAIDEN USVI ("**Raiden LP Interest**"), ASPIRE LP (the "**Aspire LP Interest"**), and a member in RAIDEN PR since 2014 (the "**Raiden LLC Interest**", and together with the Raiden LP Interest and the Aspire LP Interest, the "**LP Interests**");

WHEREAS, ACS, as inducement for PDM to accept his employment as trader of RAIDEN USVI and ASPIRE LP and to perform the Additional Services (defined below), made various promises and offers to PDM to become equity partner in certain entities of the RAIDEN GROUP, including RAIDEN USVI, and to participate in certain other investments, including Bounce Energy (collectively the "**Equity Participation**");

WHEREAS, PDM justifiably relied on the above promises to accept his employment with the RAIDEN PARTIES and has tried to work in good faith with ACS to come to an

agreement regarding said offers, but ACS has continually retracted and modified said offers in order to have PDM continue his employment and provide the Additional Services without the benefits of the Equity Participation;

WHEREAS, in the meantime, PDM has also been providing additional services at the request, and for the benefit, of the RAIDEN GROUP, *including* the following: (i) accounting and financial services; (ii) operational and administrative services (including payroll, health insurance administrator and other human resources functions, as well as IT and contract management); (iii) compliance and risk management services (including ISO/RTO relationship management and maintenance), and (iv) forensic underwriting and other strategic services (including drafting the complaint and litigation strategy related to the claim against GDF Suez North America and identifying the tax advantaged jurisdiction and negotiating the related tax decrees for ACS, RAIDEN PR and RAIDEN USVI) (collectively, the "**Additional Services**");

WHEREAS, notwithstanding that the Additional Services were requested by, and have directly and substantially benefitted the RAIDEN GROUP, PDM has not been paid for the same even though he has demanded payment thereof, nor has he been able to secure the Equity Participation even though PDM has demanded its issuance on multiple occasions;

WHEREAS, RAIDEN USVI is also currently retaining $1,010,847 of funds directly attributable to PDM's Raiden LP Interest consisting of: (i) $690,847, which constitutes the past due remainder of the funds reported on PDM's Form K-1 for 2015; (ii) $120,000, which constitutes the proportional share of RAIDEN USVI profits attributable to PDM for the current portion of 2016 as of the date hereof and (iii) $200,000 which constitutes the proportional share of RAIDEN USVI profits attributable to PDM from the date hereof until May 2017 (these payments are collectively referred to as the "**Retained Distributions**");

WHEREAS, the RAIDEN GROUP acknowledges and agrees that (i) the Retained Distributions are due and payable as of the date hereof and that PDM has the rights of a creditor with respect to the same; (ii) that the Additional Services have been provided by PDM, have generated substantial benefit to the RAIDEN GROUP but have not been compensated; (iii) that the value of the releases and covenants granted by PDM hereunder have significant value to the RAIDEN GROUP and (iv) that PDM's claims related to the non-issuance of the Equity Participation have substantial value; but that in order to avoid litigation and any regulatory complications, the RAIDEN GROUP and PDM desire to forever settle any and all claims among them regarding the Retained Distributions, Additional Services, and the Equity Participation and, therefore, have agreed to enter into this Agreement subject to each its provisions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **Payment of Retained Distributions**. RAIDEN USVI shall pay to PDM the Retained Distributions on the date hereof.

2. **Payment of Additional Services**. The RAIDEN USVI shall pay to PDM in cash the amount of $1,500,000 on the date hereof in consideration for the provision of the Additional Services (the "**Service Compensation**").

3. **Termination of Employment, Repurchase of LP Interests and Liquidation of Damages related to the Equity Participation**. RAIDEN USVI and ASPIRE LP combined shall also pay to PDM a total amount in cash of $5,600,000 (the "**Separation and Release Payment**") in consideration of (i) the termination of PDM's employment in RAIDEN PR; (ii) the execution of this Agreement, including the releases, warranties and non-disclosure covenant issued by PDM to the RAIDEN GROUP; (iii) the repurchase of LP Interests and (iv) the liquidation of the damages related to the non-issuance of the Equity Participation (including lost profits, costs and other damages).

Upon receipt in full of the Retained Distributions, the Service Compensation, and the Separation and Release Payment (the actual receipt of which shall collectively be referred to as the "**Full Payment**"), PDM shall resign as Vice-President and trader of RAIDEN USVI, as trader of ASPIRE LP, employee and Manager of RAIDEN PR, as well as from any other position or interest he holds in any other member of the RAIDEN GROUP. Moreover, upon receipt of the Full Payment, PDM shall no longer be a limited partner, partner or otherwise hold any interest or ownership in the RAIDEN GROUP.

Notwithstanding the above, PDM shall be treated as a limited partner of RAIDEN USVI and ASPIRE LP regarding the Full Payment for federal and Puerto Rico tax reporting purposes for the tax year 2016, shall be issued the appropriate Form K-1 reflecting the Full Payment and the Parties shall not take any position contrary to this status in their federal or Puerto Rico tax filings or for any other purposes. Additionally, the parties shall cooperate with each other and provide each other with the necessary documentation, including the relevant Forms K-1, to facilitate PDM's reporting of the amounts received pursuant to this Agreement consistent with this Section 3.

Moreover, all payments pursuant to this Agreement shall be made, without deduction, withholding or setoff, to the following account:

Bank	J.P. Morgan Chase, NY
Routing number	021000021
For credit to	National Financial Services LLC
Account number	066196–221
For the benefit of	Patrick de Man
For final credit to	X65890539
Address	One Chase Manhattan Plaza New York, NY 10005

4. Mutual Release of Claims.

(a) In exchange and in consideration for the Full Payment, PDM hereby (but effective only upon actual receipt of said Full Payment):

(i) IRREVOCABLY AND UNCONDITIONALLY releases, acquits, and forever discharges the RAIDEN GROUP (together with all of its Affiliates), its past, present and future owners, directors, attorneys, officers, shareholders, members, managers, partners, employees,

agents, attorneys, representatives and related persons of any of the foregoing entities (each a "Released Party", and collectively, the "**RAIDEN Released Parties**"), from any and all claims, grievances, demands, promises, agreements or other causes of action of any kind whatsoever, KNOWN OR UNKNOWN, at common law, statutory, or otherwise (collectively, the "**PDM Claims**"), that may be legally waived and released, and that PDM has now or might have had in the past, or might have up to and including the Effective Date, relating to PDM's employment with, ownership in, association with or separation from RAIDEN USVI, RAIDEN PR, ASPIRE LP or any member of the RAIDEN GROUP, including but not limited to, claims of: negligence, breach of contract, fraud, defamation, emotional distress, harassment, retaliation, discharge in violation of public policy, wrongful discharge/termination, breach of implied covenant of good faith and fair dealing, sexual harassment, violations of federal, state or local laws which prohibit discrimination on the basis of any protected class (including race, color, national origin, relation, sex, sexual orientation, marital or registered domestic partner status, age, veteran status, or disability). This further includes Claims that PDM may have, have ever had or may in the future have arising out of, or in any way related to: (i) the United States, Texas, U.S. Virgin Islands, or Puerto Rico Constitutions, (ii) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e, et seq., including the Civil Rights Act of 1991) (iii) the Texas Labor Code or similar statue in Puerto Rico, (iv) any other United States, Texas, U.S. Virgin Islands, Puerto Rico or other applicable laws governing employment or partnerships, as may be amended from time-to-time, including but not limited to the Sarbanes-Oxley Act of 2002, the Equal Pay Act, Employee Retirement Income Security Act, the Fair Labor Standards Act, the Texas Commission on Human Rights Act (or other applicable statutes in a relevant jurisdiction), the FMLA, the Age Discrimination in Employment Act ("**ADEA**"), the Americans With Disabilities Act, or any other local, state or federal regulation, statute or ordinance (including those based on prohibiting race, sex, religion, national origin, handicap, disability, or other forms of discrimination) that may be waived and released. Claims further includes any tort and/or contract and quasi-contract claims, including but not limited to, defamation, breach of partnership agreement, tortious interference, damage to business reputation or personal reputation, infliction of emotional distress, negligence, intentional acts, assault, battery, negligent hiring or supervision, respondeat superior, invasion of privacy, fraud, duress, conspiracy to defraud, misrepresentation, and all related Claims for compensatory damages, actual damages, unpaid wages or salary, overtime pay, vacation pay, unemployment compensation, sick leave, economic damages, punitive damages, attorney's fees, court costs, expenses, interest, and all other losses or damages or expenses that PDM claims or might have claimed. The releases set forth above also apply to any claims brought by any person or agency or any class under which PDM may have a right to for any benefit. In exchange and consideration of the Full Payment, PDM waives all Claims against the Released Parties and all damages, if any, that may be recoverable. Notwithstanding anything to the contrary in the foregoing, PDM hereby reserves his right to sue or otherwise enforce the terms and conditions of this Agreement and any violation or infringement thereof.

(ii) Agrees that PDM, on behalf of PDM, PDM's spouse, family, heirs, assigns, executors and administrators and/or other Affiliates, will not file, join in, or permit to be filed in his name or on his behalf, any lawsuit against any of the Released Parties based upon any act or event which occurred on or before the Effective Date, and agrees further that if PDM files or joins in any such suit, PDM will pay all costs or expenses incurred by the sued Released Parties, including attorneys' fees, as they are incurred, in defending against such suit. Notwithstanding

the foregoing, this release is not intended to interfere with PDM's right to (1) file a charge with the Equal Employment Opportunity Commission (the "**EEOC**") or any similar state discrimination agency or commission, or (2) challenge the waiver of an ADEA claim or charge, in connection with any claim PDM believes he may have against the RAIDEN GROUP or its Affiliates. PDM AGREES, WARRANTS, AND REPRESENTS TO THE COMPANY THAT HE HAS FULL EXPRESS AUTHORITY TO SETTLE ALL CLAIMS AND DEMANDS THAT ARE SUBJECT TO THIS AGREEMENT AND THAT PDM HAS NOT GIVEN OR MADE ANY ASSIGNMENT TO ANYONE, INCLUDING PDM'S SPOUSE, FAMILY OR LEGAL COUNSEL, OF ANY CLAIMS AGAINST ANY PERSON OR ENTITY ASSOCIATED WITH THE RAIDEN GROUP OR ANY OF THE RELEASED PARTIES.

(iii) Agrees that, if any lawsuit is filed in PDM's name or on PDM's behalf, against any of the Released Parties, based upon any act or event which occurred on or before the Effective Date, PDM will not seek or accept any personal relief, including but not limited to an award of monetary damages or reinstatement of PDM's employment with the RAIDEN GROUP.

(b) In exchange and in consideration for the releases given by PDM on Subsection (a) above, the RAIDEN GROUP hereby:

(i) IRREVOCABLY AND UNCONDITIONALLY releases, acquits, and forever discharges PDM and its Affiliates, their past, present and future owners, directors, attorneys, officers, shareholders, members, managers, partners, employees, agents, attorneys, representatives and related persons of any of the foregoing persons and entities (each a "**Released Party**", and collectively, the "**PDM Released Parties**"), from any and all claims, grievances, demands, promises, agreements or other causes of action of any kind whatsoever, KNOWN OR UNKNOWN, at common law, statutory, or otherwise (collectively, the "**RAIDEN Claims**"), that may be legally waived and released, and that the RAIDEN GROUP has now or might have had in the past, or might have up to and including the Effective Date, relating to PDM's employment with, ownership in, association with or separation from RAIDEN USVI, RAIDEN PR, ASPIRE LP or any member of the RAIDEN GROUP, including but not limited to, claims of: negligence, breach of contract, fraud, defamation, emotional distress, harassment, retaliation, breach of implied covenant of good faith and fair dealing and sexual harassment. This further includes RAIDEN Claims that RAIDEN GROUP may have, have ever had or may in the future have arising out of, or in any way related to: (i) the United States, Texas, U.S. Virgin Islands, or Puerto Rico Constitutions or (ii) any other United States, Texas, U.S. Virgin Islands, Puerto Rico or other applicable laws governing limited liability companies or partnerships, as may be amended from time-to-time, including but not limited to the Sarbanes-Oxley Act of 2002, or any other local, state or federal regulation, statute or ordinance that may be waived and released. RAIDEN Claims further includes any tort and/or contract and quasi-contract claims, including but not limited to, defamation, breach of partnership or limited liability operating agreement, tortious interference, damage to business reputation or personal reputation, infliction of emotional distress, negligence, intentional acts, assault, battery, negligent hiring or supervision, respondeat superior, invasion of privacy, fraud, duress, conspiracy to defraud, misrepresentation, and all related RAIDEN Claims for compensatory damages, actual damages, economic damages, punitive damages, attorney's fees, court costs, expenses, interest, and all other losses or damages or expenses that the RAIDEN GROUP claims or might have

claimed. The releases set forth above also apply to any claims brought by any person or agency or any class under which the RAIDEN GROUP may have a right to for any benefit. In exchange and consideration of the Releases set forth in Subsection (a) above, the RAIDEN GROUP waives all RAIDEN Claims against the Released Parties and all damages, if any, that may be recoverable. Notwithstanding anything to the contrary in the foregoing, the RAIDEN GROUP hereby reserves its right to sue or otherwise enforce the terms and conditions of this Agreement and any violation or infringement thereof.

(ii) Agrees that the RAIDEN GROUP, on behalf of the RAIDEN GROUP, each member of the RAIDEN GROUP's spouse, family, heirs, assigns, executors and administrators and/or other Affiliates, will not file, join in, or permit to be filed in its name or on his behalf, any lawsuit against any of the PDM Released Parties based upon any act or event which occurred on or before the Effective Date, and agrees further that if any member of the RAIDEN GROUP files or joins in any such suit, the RAIDEN GROUP will pay all costs or expenses incurred by the sued PDM Released Party, including attorneys' fees, as they are incurred, in defending against such suit. The RAIDEN GROUP further represents that no member of the RAIDEN GROUP has filed any complaints or charges with a court or administrative agency against the PDM Released Parties on or prior to the date hereof. THE RAIDEN GROUP HEREBYAGREES, WARRANTS, AND REPRESENTS TO PDM THAT THE RAIDEN GROUP HAS FULL AND EXPRESS AUTHORITY TO SETTLE ALL CLAIMS AND DEMANDS THAT ARE SUBJECT TO THIS AGREEMENT AND THAT THE RAIDEN GROUP HAS NOT GIVEN OR MADE ANY ASSIGNMENT TO ANYONE OF ANY CLAIMS AGAINST ANY PERSON OR ENTITY ASSOCIATED WITH THE PDM RELEASED PARTIES OR ANY OF THE PDM RELEASED PARTIES.

(iii) Agrees that, if any lawsuit is filed in the RAIDEN GROUP's name or on the RAIDEN GROUP's behalf, against any of the PDM Released Parties, based upon any act or event which occurred on or before the Effective Date, the RAIDEN GROUP will not seek or accept any personal relief, including but not limited to an award of monetary damages.

5. **Indemnification**. The RAIDEN GROUP hereby expressly confirms, acknowledges and agrees that its obligations to indemnify and hold PDM harmless, heretofore extended and afforded to PDM as a former officer and employee under the relevant sections of RAIDEN USVI's, RAIDEN PR's, and ASPIRE LP's constitutional documents or other RAIDEN GROUP constitutional agreements, if any, that contain indemnity obligations that cover PDM in his former capacity as Vice-President and manager of RAIDEN USVI, RAIDEN PR, or ASPIRE LP, officer, agent, proxy and/or employee, shall continue to apply to and cover, to the same extent and subject to the same conditions and limitations, to any claims, liabilities and expenses that may hereafter be asserted against or incurred by PDM arising from or relating to any actions taken or omissions by PDM in his former capacity as Vice-President, manager, employee or officer of any member of the RAIDEN GROUP prior to, and notwithstanding, the termination of such capacity.

6. **Health Insurance**. RAIDEN PR will provide to PDM its group health medical benefits through the date hereof. PDM may be eligible to receive coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (or other benefits required by state or federal law) but RAIDEN PR shall be under no obligation to provide more than is required

following the termination of any other similarly situated employee and, generally, such continued benefits shall be at the cost and initiative of PDM.

7. **Non-Disclosure of Confidential Information**.

a. PDM agrees to hold in strict confidence and not disclose to third parties any Confidential Information PDM currently possesses or obtains or to which it had access during his employment with RAIDEN USVI, except (i) as authorized in writing by RAIDEN USVI; (ii) as may be otherwise required or requested by law, rule or regulation; (iii) pursuant to an order or request issued by any governmental agency or self regulatory organization (including any ISO, each an "**SRO**"); (iv) to his affiliates, legal, tax and financial advisors; or (v) to an SRO, government agency or other administrative body, pursuant to an information-sharing or cooperation program or agreement. As used in this Agreement, the term "Confidential Information" means and includes RAIDEN USVI's confidential and/or proprietary information and/or trade secrets, and includes, but is not limited to, all attorney-client communications, technical and business information, including financial statements and related books and records, computer disks, electronic files, personnel records, handbooks, manuals, correspondence, marketing plans, customer files, customer information, customer lists, arrangements with customers and suppliers. PDM acknowledges that RAIDEN USVI's Confidential Information is special and unique, that the loss arising from a breach or threatened breach of PDM's confidentiality obligations pursuant to this Agreement cannot reasonably and adequately be compensated by money damages, and will cause the RAIDEN USVI to suffer irreparable harm. Therefore, PDM agrees that a remedy at law for any breach thereof will be inadequate, and RAIDEN USVI shall be entitled to injunctive or other extraordinary relief in case of any such breach or threatened breach, which in no way shall limit any other rights, including the recovery of damages, RAIDEN USVI may have under law or terms of this Agreement.

b. Subject to the terms and conditions set forth in Subsection (a) above, PDM agrees to the following confidentiality covenant as one of the principal considerations to this Agreement:

i. PDM commits to never divulge or publicize in the future or cause the divulging or publication by other persons of the content of this Agreement and of the conversations between the parties or their representatives in relation to the negotiation of this Agreement, except to his family members, internal or external legal, financial, accounting or tax consultants agents or officers, and unless they receive a formal citation, request or subpoena duly served and issued by a forum with jurisdiction and authority to order their appearance or production of the information. In that case, PDM will promptly inform RAIDEN USVI of this situation and in writing by letter via certified and regular mail addressed to: ____, so that RAIDEN USVI, if it wishes to do so and at its expense, may request the necessary remedies and/or protections before the information is revealed; *provided, however*, nothing herein will prevent PDM from disclosing said information in order to, in his reasonable opinion, prevent or avoid any penalty, liability, loss or expense.

ii. Notwithstanding any violation by PDM of this confidentiality covenant, the Agreement's obligations will remain in full force and effect.

8. **Non-Solicitation and No Business Interference**. For a period of 6 months from July 1, 2016, PDM will not, directly or indirectly, whether himself or through another person or entity: (a) induce or attempt to induce any employee, partner, contractor or other agent or Affiliate of RAIDEN USVI or any of its subsidiaries or Affiliates to leave (or terminate their relationship with) RAIDEN USVI or such subsidiary or Affiliate, or in any way negatively interfere with the relationship between the Company or such subsidiary or Affiliate and any such person involved with RAIDEN USVI, including, without limitation, inducing or attempting to induce any person or group of persons involved with RAIDEN USVI or any subsidiary or Affiliate of RAIDEN USVI to negatively interfere with the business or operations of RAIDEN USVI or its subsidiaries or Affiliates; (b) hire any then-current employee, partner, or affiliate of the Company, or (c) induce or attempt to induce any customer, client, supplier, subcontractor, alliance partner, licensee, licensor, or other business relation of RAIDEN USVI or any of its subsidiaries or Affiliates to cease or reduce the amount of business with the RAIDEN USVI or such subsidiary or Affiliate, or in any way negatively interfere with the relationship between any such customer, client, supplier, subcontractor, alliance partner, licensee, licensor, or business relation and RAIDEN USVI or any of its subsidiaries or Affiliates.

9. **Mutual Non-Disparagement**. The RAIDEN GROUP and PDM agree and represent to each other that they will not at any time, directly or indirectly, (i) make any negative or derogatory comments, statements or the like about the other, including about any of the Parties or their Affiliates, (ii) solicit from any third party, any comments, statements or the like that may be considered negative or derogatory or detrimental to the good name and business reputation of the other, including about any of the Parties or their Affiliates, or (iii) engage in any conduct that is deliberately intended to injure the other's reputation, including about any of the Parties or their Affiliates; *provided, however*, that any communication or information disclosed by PDM pursuant to Sections 7(a)(i) through (v) above shall considered to be consistent with this Section 9 and shall not be considered a breach thereof.

10. **ADEA Waiting Period.** PDM SHALL HAVE TWENTY-ONE (21) DAYS AFTER RECEIPT OF THE ORIGINAL VERSION OF THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN IT. AFTER SIGNATURE, A SEVEN DAY (7) REVOCATION PERIOD WILL BE APPLICABLE DURING WHICH PDM WILL HAVE THE RIGHT TO REVOKE THIS AGREEMENT AND, IF REVOKED, THE AGREEMENT WILL HAVE NO FURTHER FORCE AND EFFECT. ANY REVOCATION MUST BE IN WRITING AND BE COMMUNICATED BY NOTICE AS REQUIRED HEREIN. IF PDM DOES NOT REVOKE THIS AGREEMENT DURING THE REVOCATION PERIOD, THEN UPON THE EXPIRATION OF THE REVOCATION PERIOD, THIS AGREEMENT SHALL BECOME IRREVOCABLE AND BE IN FULL FORCE AND EFFECT.

11. **Important Notices Regarding ADEA**. PDM represents and acknowledges that:

(a) PDM RECEIVED THIS AGREEMENT ON [______], 2016. PDM WAS GIVEN AT LEAST TWENTY-ONE (21) DAYS AFTER RECEIPT OF THE ORIGINAL VERSION OF THIS AGREEMENT TO CONSIDER WHETHER OR NOT TO SIGN IT. ANY DECISION TO SIGN IT BEFORE EXPIRATION OF TWENTY-ONE (21) DAYS HAS BEEN ENTIRELY PDM'S OWN.

(b) NO PROMISES OR REPRESENTATIONS EXCEPT THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE TO HIM IN CONNECTION WITH THE SEPARATION OF PDM'S EMPLOYMENT, AND THAT PDM IS ENTERING INTO THIS AGREEMENT VOLUNTARILY, OF PDM'S OWN FREE WILL, WITHOUT ANY COERCION, UNDUE INFLUENCE, THREAT, OR INTIMIDATION OF ANY KIND WHATSOEVER.

(c) THERE ARE NO OTHER AGREEMENTS, LAWS OR OTHER RESTRICTIONS, WHETHER WRITTEN OR ORAL, THAT WOULD PROHIBIT PDM FROM ENTERING INTO THIS AGREEMENT.

(d) PDM HAS READ AND UNDERSTOOD EACH AND EVERY PROVISION IN THIS AGREEMENT AND HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

(e) PDM IS AWARE THAT PDM MAY CHANGE PDM'S MIND AND REVOKE THIS AGREEMENT AT ANY TIME DURING THE SEVEN (7) DAYS AFTER PDM SIGNS THE AGREEMENT. IF THEY DO SO, NONE OF THE PROVISIONS OF THIS AGREEMENT WILL HAVE EFFECT. PDM IS AWARE THAT IF HE DO NOT REVOKE THIS AGREEMENT DURING THE REVOCATION PERIOD THAT THIS AGREEMENT WILL HAVE FULL FORCE AND EFFECT.

(f) PDM IS KNOWINGLY AND VOLUNTARILY WAVING AND RELEASING ANY RIGHTS HE MAY HAVE UNDER THE ADEA WITH THE EXCEPTION OF EXERCISING HIS RIGHTS UNDER THE OWBPA TO CHALLENGE THE VALIDITY OF SUCH WAIVER OF ADEA CLAIMS.

(g) THIS AGREEMENT DOES NOT APPLY TO RIGHTS OR CLAIMS THAT MAY ARISE AFTER THE EFFECTIVE DATE.

(h) IF EXECUTED AND NOT REVOKED DURING THE REVOCATION PERIOD, THIS AGREEMENT IS AND SHALL BE BINDING UPON PDM IN ALL RESPECTS.

12. **No Other Consideration**. PDM understands that he will receive no other wage, accrued vacation, bonus, commission, benefits, severance or similar payments from the Company other than the Full Payment, including specifically any profit distributions, bonuses or vacation accruals after the date hereof. PDM acknowledges that he has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act ("FMLA").

13. **Consummation of Transactions**. Subject to the terms and conditions of this Agreement, the RAIDEN GROUP and PDM agree to take or cause to be taken and to do or cause to be done any and all actions and things as are necessary and convenient under the terms of this Agreement or under applicable laws, or as may be advisable or reasonably requested by the other Party or Parties, as applicable, in order to consummate the transactions contemplated by this Agreement. None of the Parties shall intentionally perform any act which, if performed, or if omitted to be performed, would prevent or excuse the performance of the Agreement by any Party. In connection with the consummation of the transactions contemplated by the Agreement, the RAIDEN GROUP shall at all times subsequent to the execution of the Agreement cooperate with PDM, to the extent reasonably and lawfully requested, such that the Full Payment to PDM or its designees contemplated hereunder are made pursuant to the PDM' reasonable and lawful tax planning.

14. **Governing Law and Choice of Forum**. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Commonwealth of Puerto Rico ("**Puerto Rico**"). The courts of Puerto Rico, including the federal courts located in Puerto Rico, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of the Agreement or any non-contractual obligation arising out of or in connection with the Agreement) (a "**Dispute**"). The Parties agree that the courts of Puerto Rico are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary, including any argument of forum non conveniens or similar doctrine.

15. **Representations and Warranties**.

a. Each person whose signature is affixed hereto on behalf of a Party represents and warrants that such person has full authority and capacity to execute the Agreement and each of the related agreements to which it is a party on behalf of that Party and to bind that Party to the Agreement and each of the related agreements to which it is a party. Each Party represents and warrants that it has the legal capacity to enter into the Agreement and each of the related agreements to which it is a party, that it has read the Agreement, that it understands the Agreement to which it is a party, and that it intends to be legally bound hereby and thereby. Each Party represents and warrants that the execution and delivery of the Agreement and the performance of, or compliance with, any of its terms and provisions, do not (i) conflict with or will conflict with, or will result in the breach of any of the terms, conditions or provisions of, any governing instruments, contract or any other agreement or restriction to which such Party is a party or by which it is bound, (ii) constitute a default thereunder or violate any judgment, order, injunction, decree or award of any court, administrative agency or governmental body by which such Party is bound or subject, (iii) contravene any law, rule or regulation binding on such Party, or (iv) require the consent or approval of or any notice to any bureau, commission, board or regulatory agency, or any other third party or parties.

b. The RAIDEN GROUP represents and warrants that he or it has not filed any administrative grievances or proceedings, complaints, charges, lawsuits or other legal actions with any court, arbitration panel, government agency or professional association or regulatory body against any other Party. Each Party further represents and warrants that he or it has not

heretofore assigned or transferred to any person not a Party to the Agreement any released Claim or other matter or any part or portion thereof.

16. **Survival**. All representations, warranties, covenants and agreements of the Parties contained in the Agreement shall survive to the extent contemplated by the execution of the Agreement and the transactions contemplated hereunder.

17. **Entire Agreement**. The Parties expressly agree that the Agreement, together with the exhibits hereto, and such other written agreements among the Parties that may be executed to consummate the transactions contemplated hereby (the "**Related Agreements**") contains the entire agreement of the Parties with respect to its and all prior oral or written agreements, contracts, memoranda, negotiations, representations and discussions, if any, pertaining to this matter and the Parties hereto are merged into the Agreement. No Party to the Agreement has made any oral or written representation other than those set forth in the Agreement and no Party has relied upon, or is entering into, the Agreement in reliance upon any representation. The obligations and rights under the Agreement shall be binding upon and inure to the benefit of, as the case may be, the Parties' successors, assigns, heirs and personal representatives.

18. **No Oral Modifications or Waivers**. No waiver, modification or amendment of any provision of the Agreement shall be effective unless executed in writing by the Parties to be bound by such waiver, modification or amendment. The failure of a Party to enforce the breach of any of the terms or provisions of the Agreement shall not be a waiver of any preceding or succeeding breach of the Agreement or any of its provisions, nor shall it affect in any way the obligation of the other Parties to fully perform their obligations hereunder.

19. **Severability; Voidability**. Inapplicability or unenforceability for any reason of any provision of the Agreement shall neither limit nor impair the operation or validity of any other provision of the Agreement. In the event any part or provision of this Settlement Agreement is unenforceable against a Party or its parent, employees, shareholders, owners, trustee, agents, subsidiaries, Affiliates, predecessors, successors, assigns, directors or officers due to applicable law, such unenforceability shall not result in any liability on the Party to which the provision was deemed unenforceable.

20. **Advice of Counsel; Voluntariness**. The Parties acknowledge (a) that they have been separately represented by counsel and have received the benefit of the advice of counsel in connection with the negotiation and this Agreement and the Related Agreements, (b) that, other than as stated in this Agreement and/or in the Related Agreements, no party, agent, attorney or other person has made any promise or inducement to enter into this Agreement or any of the Related Agreements, (c) that each Party hereto has entered into this Agreement and each of the Related Agreements of its own free will and without any threat of intimidation, coercion or undue influence, and (d) the representations and warranties made in this Agreement and each of the Related Agreements have been made based on adequate knowledge and information, and after consultation with legal counsel of their choice.

21. **Notice**. Unless expressly stated otherwise herein, every notice, demand, request, consent, approval or other communication contemplated by this Agreement (all of which shall be defined as "notices" for purposes of this Agreement) shall be in writing and shall be provided by email

(where an email address has been provided) and also by mailing the same by registered or certified mail, first class postage and fees prepaid, return receipt requested, to each of the addresses set forth below:

If to the RAIDEN GROUP, then to:

[____________]

With a copy to:
[____________]

If to PDM, then to:

Patrick de Man
URB SABANERA DORADO
544 Corredor del Bosque
Dorado, PR 00646
deman@alum.mit.edu

With a copy to:

Juan Carlos Bou, Esq.
Ferraiuoli LLC
221 Ponce de León Avenue, 5th Floor
San Juan, Puerto Rico 00917
T. 787.766.7000
F. 787.766.7001
jbou@ferraiuoli.com

The Parties may change their recipient and address/contact information above at any time by providing written notice to the other Parties.

22. **Confidentiality**. All terms and conditions of the Agreement shall remain strictly confidential, and shall not be disclosed by any of the Parties, other than to their attorneys, legal representatives, accountants, financial or tax advisors or regulatory or governmental agencies having or claiming jurisdiction over the Party disclosing the information, and as may be required or requested by law, by order of a court of competent jurisdiction or governmental agency, or as may be agreed to in a writing signed by the Parties here.

23. **Captions**. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of the Agreement or any provision hereof.

24. **Number and Gender**. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders

shall each include the others, and the word "person" shall include corporation, firm, partnership, business entity, joint venture, trust or estate.

25. **Execution in Counterparts and by Email**. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Photographic and emailed copies of such signed counterparts shall have the efficacy of a signed original and may be used in lieu of the originals for any purpose.

26. **Drafting**. Each Party to the Agreement and hereby acknowledges its cooperation in the preparation and drafting of the Agreement. Hence, in any construction or interpretation of the Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter (i.e. contra proferentem is not applicable).

27. **Voluntary and Knowing Agreement**. By their authorized signatures below, the Parties certify that they have carefully read and fully considered the terms of the Agreement, that they have had an opportunity to discuss these terms with attorneys or advisors of their own choosing, that they agree to all of the terms of the Agreement, that they intend to be bound by them and to fulfill the promises and agreements set forth herein, and that they voluntarily and knowingly enter into the Agreement with a full understanding of its binding legal consequences.

28. **Attorney's Fees**. Each Party shall bear their own attorney's fees and costs in connection with negotiation and drafting the Agreement.

29. **Business Day**. For purposes of this Settlement Agreement, the term "**business day**" or "**business days**" means any day or days other than (i) Saturday or Sunday; or (ii) a day on which banks are required or authorized by law to close in San Juan, Puerto Rico.

(Remainder of page intentionally left blank.)

(Signature page of Settlement, Separation and Release Agreement between the Raiden Group and Patrick de Man)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PATRICK DE MAN

____
Date:

ADAM C. SINN

____

Date:

[RAIDEN GROUP]

By: _________________________
Name:
Date:

RAIDEN COMMODITIES, LP

____

By: RAIDEN COMMODITIES 1, LLC, General Partner
By: ADAM C. SINN, Manager

EXHIBIT A-11

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
CENTRO JUDICIAL DE BAYAMÓN
TRIBUNAL SUPERIOR DE BAYAMÓN

[A] PATRICK A.P. DE MAN; [B] MIKA DE MAN (A/K/A MIKA KAWAJIRI-DE MAN OR MIKA KAWAJIRI); [C] SOCIEDAD LEGAL DE BIENES GANANCIALES COMPUESTA POR DE MAN-KAWAJIRI; Demandantes; v.; [1] ADAM C. SINN; [2] RAIDEN COMMODITIES, LP; [3] RAIDEN COMMODITIES 1, LLC; [4] ASPIRE COMMODITIES, LP; [5] ASPIRE COMMODITIES 1, LLC; [6] SINN LIVING TRUST Demandados.	CIVIL NÚM.: D AC2016-3144 ( ) INCUMPLIMIENTO DE DEBER DE FIDUCIA; INCUMPLIMIENTO DE CONTRATO OPERATIVO; INCUMPLIMIENTO DE CONTRATO DE SOCIEDAD LIMITADA; DAÑOS Y PERJUICIOS; MALA FE Y DOLO, MALA FE EN LA CONTRATACIÓN; ENRIQUECIMIENTO INJUSTO.

RADICADO EN LA SECRETARIA HOY 16 DE dic DE 2016 4:58 pm

DEMANDA

AL HONORABLE TRIBUNAL:

COMPARECEN, los Demandantes, **Patrick A.P. de Man** ("De Man"), **Mika de Man** (a/k/a Mika Kawajiri o Mika Kawajiri-de Man) ("Sra. De Man"), y la **Sociedad Legal de Bienes Gananciales De-Man-Kawajiri**, representados por los abogados que suscriben, y respetuosamente, EXPONEN, ALEGAN y SOLICITAN:

I.
NATURALEZA DEL CASO

1. Desde el comienzo de 2014, De Man ha sido un socio limitado (*"limited partner"*) en Raiden Commodities, LP ("Raiden LP") y Aspire Commodities, LP ("Aspire LP"). Raiden LP y Aspire LP figuran como Demandados.

2. Raiden Commodities 1, LLC ("RC1") es el socio administrador (*"general partner"*) de Raiden LP. Aspire Commodities 1, LLC ("AC1"), es el socio administrador de Aspire LP. RC1 y AC1 (colectivamente, los "Socios Administradores"), ambos en su capacidad de socio administrador, tienen deberes fiduciarios para con De Man.

Exhibit A-11

3. Adam C. Sinn ("Sinn"), la única persona natural demandada, controlaba total, absoluta y efectivamente a los Socios Administradores[1], y rutinariamente descuidaba y desatendía la separación debida entre los asuntos corporativos de los Demandados (que son entidades jurídicas) y los suyos personales, todo para su propio beneficio a pesar de que no era el único socio de los Demandados.

4. A través de los años Sinn organizó y estructuró con los otros Demandados un grupo empresarial que operaba como si fuera una sola persona con identidad de intereses y no observó las formalidades corporativas propias de cada una de las entidades, las cuales a fin de cuentas respondían a los caprichos de su alter ego, Sinn.[2]

5. Además, en virtud del control absoluto que Sinn ejercía sobre los Socios Administradores y de sus títulos de oficial ejecutivo y presidente, éste le debía, directa y personalmente, deberes fiduciarios a De Man, como socio minoritario. Estos deberes fiduciarios incluían los deberes fiduciarios de lealtad, cuidado, trato justo y honestidad y tanto Sinn como los Socios Administradores (directamente y por conducto de Sinn) violaron los mismos en repetidas ocasiones.

6. Sinn y el Sinn Living Trust ("Sinn Trust") se consideran "personas claves" (o "*key persons*") dentro de la estructura de Aspire LP, Raiden LP, AC1 y RC1.

7. Antes, durante, y después que De Man se convirtiera en socio limitado en Aspire LP y Raiden LP (colectivamente, las "Compañías Operacionales"), Sinn indujo a De Man a que participara y contribuyera en los negocios de las Compañías Operacionales por medio de promesas de una participación societaria sustancial en ellas. A consecuencia de las anteriores promesas y representaciones de parte de Sinn (su fiduciario), De Man invirtió y contribuyó tiempo y capital sustancial en el negocio de las Compañías Comerciales y contribuyó al enorme éxito que estas tuvieron en unos mercados desafiantes, volátiles y turbulentos.

3.

---

[1] De Man posee el 50% de los intereses de participación en RC1, pero su interés de participación es sin derecho a voto, lo que significa que Sinn, el otro miembro, controla completamente dicha compañía, y le debe deberes fiduciarios a De Man.

[2] Esta manera de administrar las entidades jurídicas de manera "consolidada" está evidenciada en los acuerdos operacionales y constitutivos de los Demandados, como por ejemplo, el de Aspire LP. En dicho acuerdo se designa a Sinn como un "Designated Key Person" de los "Primary Operating Companies" (término que incluye la mayoría de los Demandados) y, a pesar de que éste no es un socio directo de dicha entidad, se le reconocen todos los derechos y obligaciones de un verdadero y legítimo socio directo, incluyendo el derecho a votar y ejercer control de la entidad y de ejercer las prerrogativas y derechos de un socio controlante. También se le adjudican los deberes y obligaciones correspondientes a cada socio, como los deberes fiduciarios. De esta manera, Sinn logra el control efectivo de sus subsidiarias indirectas rasgando efectiva y voluntariamente el velo corporativo de las entidades en clara contravención de los principios reconocidos de separación de personalidad jurídica entre un accionista y la entidad jurídica en donde tiene participación.

8. Cuando, a mediados de 2016, De Man solicitó a Sinn que honrara sus promesas con respecto a la participación de capital societario adicional. Sinn se negó y retuvo injustificadamente cerca de $700,000.00 debidos a De Man con la intención (y el efecto) de privar a De Man del dinero necesario para dedicarse a sus empresas. Sinn ha causado que Raiden LP no le pague a De Man las cantidades vencidas, líquidas, vencidas y adeudadas y ha repudiado sus promesas de participación societaria adicional en las Compañías Operacionales, lo cual, además de constituir un incumplimiento del acuerdo entre las partes, constituye un incumplimiento de los deberes fiduciarios que le debe a De Man.

9. Por tal razón, los Demandantes buscan recuperar los daños causados por la negativa de los Demandados a pagar las cantidades vencidas y adeudadas a De Man por Raiden LP. junto con los daños atribuibles al incumplimiento de Sinn de honrar su promesa de emitir capital societario adicional. Por último, De Man solicita una orden para la restitución y devolución por parte de Sinn y del Sinn Trust de decenas de millones de dólares en ganancias ilícitas que han resultado de sus incumplimientos con sus deberes fiduciarios, sus obligaciones legales y de las inversiones y contribuciones hechas por De Man mientras descansaba razonable y directa en las promesas de Sinn.

10. En la alternativa, los Demandantes solicitan compensación por los daños sufridos por los Demandantes debido a la mala fe y el engaño de los Demandados, así como los daños causados a los Demandantes debido al enriquecimiento injusto por parte de los Demandados.

3.

II.
LAS PARTES

11. De Man es mayor de edad, casado y residente de Dorado, Puerto Rico.

12. La Sra. De Man es mayor de edad, casada y residente de Dorado, Puerto Rico. La Sra. De Man y De Man tienen dos hijos que viven con ellos en Dorado.

13. La Sociedad Legal de Gananciales De Man-Kawajiri está compuesta por De Man y la Sra. De Man.

14. Raiden LP es una sociedad limitada originalmente organizada bajo las leyes de las Islas Vírgenes de los Estados Unidos y administrada por su socio general, RC1, desde Dorado, Puerto Rico. Recientemente ha sido "convertida" en una sociedad limitada de Tejas. Sinn controla a Raiden LP en virtud de su control sobre RC1 (su socio administrador) y sus poderes como oficial ejecutivo de ambas entidades. Raiden LP realiza una parte continua y sistemática de

sus negocios en Puerto Rico directamente o a través de su socio general (RC1), sus agentes, directores y socios y, en de todos modos, las actividades de Raiden LP en Puerto Rico dan pie en parte a esta Demanda.

15. RC1 es una compañía de responsabilidad limitada organizada bajo las leyes del Estado Libre Asociado de Puerto Rico, con su lugar principal de negocios en Dorado, Puerto Rico. Sinn controla a RC1 en virtud de su participación mayoritaria en la misma y sus poderes como oficial ejecutivo en RC1.

16. Aspire LP es una sociedad limitada organizada bajo las leyes del Estado de Texas y administrada por su socio general, AC1 desde Dorado, Puerto Rico. Sinn controla Aspire LP en virtud de su participación mayoritaria en la misma y sus poderes como oficial ejecutivo en AC1. Aspire LP realiza una parte continua y sistemática de sus negocios en Puerto Rico directamente o a través de su socio general (AC1), sus agentes. directores y socios y, de todos modos, las actividades de Aspire LP en Puerto Rico dan pie en parte a esta demanda.

17. AC1 es una compañía de responsabilidad limitada organizada bajo las leyes del Estado Libre Asociado de Puerto Rico con su lugar principal de negocios en Dorado, Puerto Rico. Sinn controla a AC1 en virtud de su participación mayoritaria en la misma y sus poderes como oficial ejecutivo en AC1.

3.

18. Raiden LP, Aspire LP, RC1 y AC1 tienen presencia en Puerto Rico a través de sus agentes, socios administradores, oficiales ejecutivos y/o representantes, así como por la gestión administrativa de Sinn desde Puerto Rico. Según información y conocimiento que los Demandantes estiman correcto, Raiden LP, Aspire LP, RC1 y AC1 no tienen otro lugar de negocios que no sea Puerto Rico. Además, tanto AC1 como RC1 son beneficiarios de un decreto de exención contributiva bajo la Ley 20 del 17 de enero de 2012 (según enmendada). En ese sentido, ambas entidades administran a algunos de los otros Demandados desde Puerto Rico.

19. Sinn es un individuo que alegadamente reside en Puerto Rico, es mayor de edad y soltero. Por otro lado, Sinn es beneficiario de un decreto de exención contributiva bajo la Ley 22 del 17 de enero de 2012. Según los términos de dicho decreto (el "Decreto Sinn"), Sinn tiene que establecer su residencia legal y contributiva en Puerto Rico. No empece lo anterior, Sinn ha expresado públicamente su desdén por Puerto Rico y los Demandantes albergan serias dudas de que Sinn esté en cumplimiento con el Decreto Sinn.

20. El Sinn Trust, otro de los Demandados, es un fideicomiso organizado bajo las leyes del Estado de Tejas. Por información y creencia, Sinn es el beneficiario principal del Sinn Trust y además es fiduciario ("*trustee*") de dicho fideicomiso por lo que tiene control gerencial del mismo. El Sinn Trust y Sinn son los beneficiarios principales de todos los otros Demandados y los controlan directamente y a través de sus agentes y oficiales designados. Por información y creencia, todas o parte de las ganancias ilícitas generadas por Raiden LP y Aspire LP que son debidas a los Demandantes han sido distribuidas directa o indirectamente al Sinn Trust. El Sinn Trust tiene presencia en Puerto Rico a través de Sinn y, en la medida en que algunas o todas de las acciones que se le atribuyen a uno o más de los Demandados haya sido perpetrada por el Sinn Trust, entonces las mismas estaban dirigidas a afectar a los Demandantes, que son residentes de Puerto Rico.

21. En cumplimento con la Regla 21 de las Reglas para la Administración del Tribunal de Primera Instancia (agosto 2009), la dirección física y postal y el número de teléfono de los Demandantes es:

Dirección física:

554 Corredor del Bosque, URB Sabanera Dorado, Dorado, PR 00646

Dirección postal:

554 Corredor del Bosque, URB Sabanera Dorado, Dorado, PR 00646

Teléfono:

(939) 240-3510

22. La información de los codemandados será provista por las partes o por sus representantes legales.

III. JURISDICCIÓN DEL TRIBUNAL

23. Este Honorable Tribunal está facultado para conceder esta Demanda de conformidad con la Regla 3 de Procedimiento Civil de Puerto Rico, 32 L.P.R.A. Ap. V, R. 3.

IV. HECHOS MATERIALES DE LA DEMANDA

24. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1

al 22 de esta demanda como si estuviesen alegando nuevamente.. Véase, 32 L.P.R.A. Ap. V R 8.3.

V.
TRASFONDO

25. Luego de recibir un grado de Maestría y un Doctorado en Ingeniería Química así como una Maestría en Administración de Empresas del Massachusetts Institute of Technology ("MIT") en junio de 2006, De Man se convirtió en un asociado en la oficina de Nueva York de Lehman Brothers ("Lehman"), trabajando en el comercio de contratos de electricidad ("*commodities trading*"). A principios de septiembre de 2007, De Man y Sinn terminaron trabajando juntos en Lehman, primero en Nueva York y después en Houston (desde marzo hasta septiembre de 2008). Sinn y De Man manejaron el comercio en el mercado de ERCOT[3] ("Ercot") y, dentro de Lehman, eran responsables de negociar en el mercado de electricidad de Tejas.

26. El trasfondo cuantitativo de De Man resultó ser complementario al conocimiento del mercado y la experiencia de Sinn. De Man estructuró los procesos de trabajo y creó la infraestructura necesaria para las operaciones del comercio en Ercot, lo que permitió a ambos ser muy eficientes y exitosos como equipo.

27. Una vez Lehman quebró en septiembre de 2008, De Man y Sinn siguieron sus caminos independientes. Por su lado, De Man logró un empleo en Lehman Brothers Holdings Inc. en Nueva York debido a su extenso conocimiento institucional y allí trabajó con el caudal de quiebra de dicha entidad. Como especialista en varios productos financieros, De Man analizó una variedad de ofertas de productos y negocios y logró recolectar sobre $150 millones a nombre, y en beneficio, de los acreedores del caudal de quiebra.

28. Mientras tanto, en Houston, Sinn se daba cuenta de que trabajar independientemente (es decir, independiente de una empresa grande y bien establecida) sería su mejor opción, y de vez en cuando le sugería a De Man que algún día podrían trabajar juntos de nuevo. A principios del 2009, Sinn empezó a mercadear en futuros de electricidad de manera independiente. Inicialmente registró su entidad comercial como "Aspire Capital Management LLC", y más adelante, en el 2011, Sinn trasladó esas actividades comerciales a Aspire LP, uno de los Demandados.

[3] Electric Reliability Council of Texas, http://www.ercot.com

Exhibit A-11

29. Aunque Sinn mercadeaba principalmente en los mercados de futuros, pronto exploró también el tráfico en "financial transmission rights"[4] ("FTRs") y en productos virtuales o "*Virtuals*"[5]. Estos son productos especializados negociables en mercados de subastas organizados por los operadores regionales de la red eléctrica, como ERCOT, para el Estado de Tejas. Durante el verano de 2009, Sinn visitó Nueva York y se reunió con De Man para seguir explorando estas ideas.

30. Sinn no tenía el conocimiento, la experiencia, ni las habilidades cuantitativas para mercadear ("*trade*") estos productos por su cuenta. De Man tampoco tenía amplia experiencia mercadeando estos productos por lo que solicitó y aceptó en octubre de 2009 un empleo con RBS Sempra Commodities ("Sempra") (ubicado en Stamford, CT). Mientras trabajaba en Sempra, De Man aprendió a traficar exitosamente FTRs y Virtuals.

31. Mientras De Man tabajaba en Sempra, Sinn continuó recomendándole a De Man lo atractivo que resultaría construir un negocio entre los dos. Por ejemplo, el 22 de julio de 2010, Sinn envió un correo electrónico a De Man en el que dijo: "Dependiendo en alguien más me causa los heebee jeebees. ¿Estás preparado para unirte a mí?" (Traducción nuestra) ("*Relying on someone else gives me the heebee jeebees. You ready to join me?*")

32. De Man y Sinn pronto participaron en conversaciones más serias (por teléfono y correo electrónico) sobre la viabilidad de una empresa comercial conjunta, los mercados regionales en los que dicha empresa debería participar y cuáles serían los requisitos de capital aplicables. Como parte de este diálogo continuo, Sinn expresó repetidamente su deseo de que De Man se uniera a él: "sería un privilegio poder concretar un acuerdo" (20 de septiembre de 2010) y "Yo veo esto más bien como una sociedad" (30 de septiembre de 2010). (Traducción nnuestra) ("*[I]t would be a privilege to get an arrangement worked out" (September 20, 2010) and "I view this as more of a partnership" (September 30, 2010).*")

33. A finales de 2010, y mientras continuaba el diálogo con De Man, Sinn decidió crear una sociedad nueva con el propósito de mercadear FTRs y Virtuals, y le pidió a De Man

---

[4] Los Financial Transmission Rights o FTRs permiten a los participantes del mercado compensar las pérdidas potenciales ("*hedge*") relacionadas con el riesgo de precio de vender energía a la red. Los FTRs son contratos financieros que dan derecho al tenedor de un FTR a una serie de ingresos (o cargos) basada en la diferencia de congestión de precio por hora de un día adelantado a lo largo de un trayecto de energía. ([illegible])

[5] Las transacciones virtuales son un conjunto de licitaciones y ofertas sometidas en el mercado de un día por adelantado (day-ahead market) que asumen posiciones financieras en ese mercado sin la intención de efectivamente entregar o consumir energía en el mercado de tiempo real ("real-time market"). ([illegible])

que sugiriera un nombre para la nueva compañía: "escoge un nombre que, si en algún momento quisieras vender la compañía, no sea un nombre tan estrambótico" (3 de noviembre de 2010). (Traducción nuestra). (*"[J]ust make it something that at some point in time if you wanted to sell the company that the name isn't too outlandish"* (November 3, 2010).[6]

34. El nombre recomendado por De Man fue "Raiden Commodities" (i.e., dos de los Demandados, Raiden LP y RC1) y fue el nombre que escogió Sinn para la sociedad. Su socio administrador lo era Poseidon Commodities LLC. Ambas entidades se formaron en las Islas Vírgenes de los Estados Unidos, ya que Sinn y De Man estaban considerando reubicarse a St. Thomas debido a ciertos incentivos contributivos.[7]

35. A principios de 2011, De Man tenía una familia con un niño de un (1) año de edad, y había comprado una casa. Por tanto, la idea de dejar una buena posición con una empresa comercial grande y estable con el fin de participar en una empresa comercial pequeña e independiente era difícil de aceptar. De hecho, el jefe de De Man en Sempra, quien también era un ex-jefe de Sinn, se mofó al escuchar los planes de De Man de rechazar la oferta de empleo de un banco europeo para unirse a Sinn. En ese sentido, le dijo a De Man que la operación de Sinn era inferior y que "Adam [Sinn] está negociando desde su sótano". La decisión de De Man de asociarse con Sinn también conllevó un riesgo reputacional significativo además de los riesgos prácticos y personales descritos anteriormente. Lo anterior se debe además, entre otras razones, porque Sinn era un negociante pequeño, desconocido en el mercado, y quien tan siquiera aún se había ganado el respeto de su ex-jefe.

36. De Man dejó Sempra para unirse a Sinn en abril de 2011. Sinn logró finalmente persuadir a De Man a que se fuera con él y que se corriera los riesgos mencionados anteriormente utilizando como su punta de lanza la promesa de participación societaria en el negocio que De Man ya había nombrado. De esa manera, De Man, confiando y descansando en las promesas de Sinn, aceptó los riesgos a cambio de la expectativa de convertirse en socio capital y ser recompensado materialmente en la medida en que la sociedad fuera exitosa o se vendiera.

[6] Sin duda, desde sus comienzos, Sinn tenía claro que De Man sería dueño de dicha entidad y que se beneficiaría de una eventual y potencial venta de la misma.
[7] Eventualmente Sinn y De Man abandonaron esta idea y escogieron a Puerto Rico como su base de operaciones principalmente por los beneficios contributivos provistos por las leyes 20 y 22 antes citadas.

37. Sinn y De Man acordaron que Sinn proporcionaría el capital requerido para el negocio de mercadear electricidad mientras que De Man contribuiría sus conocimientos, esfuerzos, experiencias y habilidades. Además, acordaron que inicialmente De Man recibiría (como compensación inicial) el 30% de las ganancias generadas por su propia negociación en el mercado de electricidad. De igual manera, Sinn le prometió a De Man que podía comprar hasta el 50% de la titularidad en Raiden LP.[8]

38. Por otro lado, a partir del 2011, surgió una complicación práctica que retrasó la documentación de la participación societaria de De Man en Raiden LP. De Man, de nacionalidad holandesa, llegó originalmente a los Estados Unidos como estudiante graduado. Después de recibir sus grados de estudios avanzados, De Man comenzó a trabajar bajo el programa de visa H-1B. Bajo dicho programa, De Man tenía que ser un empleado asalariado con un ingreso por encima de cierto umbral y existían además ciertas restricciones en cuanto a que De Man fuera dueño de la compañía que estaría patrocinando su visa H-1B. Debido a que Sinn habia contratado a unos cuantos comerciantes ("*traders*") en Aspire LP, De Man y Sinn acordaron que De Man sería empleado de Aspire LP durante un periodo de tiempo limitado y que cuando su estatus de visado lo permitiera, De Man obtendría la participación societaria prometida y para la cual De Man estaba trabajando.

39. A finales de 2011, Sinn le pidió a su abogado, George Kuhn, que redactara un acuerdo que incluyera los detalles de su relación con de De Man en lo relativo a las sociedades. Ese borrador de acuerdo especificaba el derecho de De Man de adquirir hasta el 50% de Raiden. Después de realizar ediciones y sugerencias, De Man envió el documento revisado a Sinn, pero éste no le hizo caso. No obstante, Sinn le aseguró a De Man que él tenía la intención de honrar su promesa y que el acuerdo sobre su participación sería formalizado eventualmente.

40. Una vez De Man comenzó a laborar con Sinn, éste fue capaz de expandir los negocios de las sociedades y alquiló espacio de oficina adicional y contrató a varios otros comerciantes. Este crecimiento empresarial generó necesidades administrativas nuevas substanciales. A petición de Sinn, De Man dedicó tiempo y esfuerzo sustancial a incorporar e integrar efectivamente a cada uno de los nuevos empleados a la operación y a crear un andamiaje gerencial y administrativo. Estos esfuerzos administrativos y gerenciales, típicos de un socio o

[8] En otras palabras, De Man tendría derecho a recibir el 50% de las ganancias generadas por el negocio de Raiden en general y no sólo un porcentaje de las ganancias generadas en su actividad comercial individual.

dueño, distraían mucho a De Man y le impedían dedicarse a sus actividades de mercado que era lo que le generaba ingresos.

41. Según indicado anteriormente, durante los primeros años (2011-2013), las contribuciones de capital que hizo De Man a las sociedades no se le reconocieron formalmente.

42. En ese sentido, los estados financieros auditados de Raiden LP muestran que al 31 de diciembre de 2011, la contribución neta de los socios durante ese año fue de $2.9 millones de dólares. Las estrategias de tráfico de De Man fueron inmediatamente exitosas y generaron ganancias significativas por lo que su participación del 30% de esas ganancias comenzó a acumularse. La cuenta que incluía la participación de De Man en las ganancias creció rápidamente debido a que De Man no recibió ninguna compensación monetaria de Aspire LP o Raiden LP durante el 2011. El éxito de De Man se reflejó en el ingreso neto de Raiden LP de casi $500,000.00 dólares para 2011 lo cual aumentó el capital de los socios a $3.4 millones de dólares para finales del 2011.

43. Para finales del 2012, la participación del 30% en las ganancias de De Man superó los $1.9 millones de dólares, por lo que más del doble de esa cantidad (unos $4.5 millones de dólares) fueron agregados a la cuenta de Sinn, quien se adjudicaba el 70% de las ganancias generadas por De Man. No obstante, cuando Sinn se percató que De Man había generado una compensación de más de $1.9 millones en tan poco tiempo, Sinn le requirió a De Man que redujera esta cantidad a $1.5 millones de dólares, alegando que eso representaba su ganancia neta de contribuciones ("*after tax*").[9]

3.

44. Raiden LP utilizó las ganancias atribuibles al tráfico de De Man en sus operaciones como si fuera efectivamente parte del capital aportado y contribuido por De Man. Además, el capital aportado por De Man estuvo disponible, sin intereses, para Sinn y Raiden. Estos utilizaron el "capital" de De Man para satisfacer las requisiciones de colateral adicional o "*margin calls*" que hicieran tanto los mercados de ERCOT como las entidades financieras a Sinn durante el verano, agosto y septiembre del 2012. Mientras Sinn trataba de reunir el efectivo requerido para permanecer solvente, también ponía a riesgo el capital aportado por De Man en el negocio.

[9] De Man entiende que esta "deducción" era improcedente porque la tasa contributiva de las sociedades y de Sinn en ese momento eran extremadamente bajas debido a la estructura contributiva de las sociedades de Sinn.

45. Aspire LP y Raiden LP salieron ilesas de las debacles del 2012 con la ayuda y sacrificio de De Man. De Man apoyó a Sinn y a los negocios durante este período, incluso manejó la delicada y crítica relación con ERCOT e investigó los requerimientos de colateral calculados a partir del modelo de crédito de ERCOT. De esta manera De Man apoyó el negocio durante tiempos difíciles ayudándolos a sobrevivir mientras su capital estaba a riesgo y podía perder todas sus ganancias netas.

46. Durante el siguiente año De Man continuó teniendo éxito en sus operaciones y culminó el año del 2013 con más de $2 millones de dólares en ganancias acumuladas. Finalmente, durante el 2014, De Man decidió retirar una parte de las ganancias que se habían acumulado en su cuenta de capital. A pesar de estos retiros, sus ganancias acumuladas y no distribuidas fueron de $2 millones de dólares para finales del 2014. A principios del 2015, al recopilar información para las declaraciones de impuestos federales para el año calendario del 2014, Sinn finalmente reconoció el estatus de De Man como socio limitado en Aspire LP y Raiden LP, y le requirió a los contadores de la compañía a preparar el Anexo K-1s ("*Form K-1*") para De Man. Esos K-1s reflejaban que De Man era, en su capacidad individual, un socio tanto en Raiden LP como en Aspire LP, y que tenía cuentas de capital en cada entidad respecto de las cuales ya había recibido distribuciones. Por tal razón, desde que De Man se convirtió en socio de Aspire LP y de Raiden LP, Sinn, como socio mayoritario y oficial ejecutivo de las entidades tenía deberes fiduciarias de lealtad, cuidado y transparencia para con De Man.

47. De ordinario, en un banco o en un fondo de cobertura ("*hegde fund*"), un comerciante puede concentrar toda su atención en su gestión comercial ya que la infraestructura administrativa, operacional, financiera y tecnológica son manejadas por personal especializado en estos menesteres, también conocido como "back" y "middle office". Dicho eso, ni Aspire LP ni Raiden LP contaban con esa infraestructura gerencial. Por tanto Sinn le solicitó a De Man que asumir era la responsabilidad absoluta de estas funciones críticas y, para convencerlo, Sinn le volvió a asegurar a De Man que tendría el derecho de obtener una participación societaria del 50% en los negocios de Raiden. De Man aceptó el reto descansando en las promesas de Sinn y, partiendo básicamente de cero, lideró el esfuerzo para convertir a Raiden LP como un comerciante en cumplimiento con los requisitos aplicables en los mercados de ERCOT y de PJM. En ese sentido, Sinn le pidió a De Man que asumiera los roles de "back" y "middle office"

y que supliera completamente la infraestructura administrativa y gerencial que éste no tenía. La gesta de De Man le permitió a todos los comerciantes de Aspire LP y Raiden LP (incluyendo al mismo Sinn) que pudieran mercadear exitosamente (y sin distracciones) en ERCOT y PJM. Mientras tanto, el tiempo que De Man le podía dedicar a negociar exitosamente en los mercados mermaba, eventualmente como ocurrió, a su detrimento.

48. En una carta al Homeland Security Department, Sinn certificó que el alcance de las responsabilidades de De Man incluía solamente aquellas actividades directamente relacionadas con el tráfico por parte de De Man de FTRs y Virtuals. Como consecuencia de lo anterior, De Man desarrollaría su propia infraestructura (y no las de las sociedades en general), tales como: herramientas analíticas, bases de datos y modelos con el objetivo de ingresar a los mercados de tráfico mencionados. Utilizando esta infraestructura, De Man podría analizar, identificar y ejecutar estrategias comerciales rentables. Es claro entonces que el trabajo de De Man no era servir de "back/middle office" o de infraestructura administrativa ambulante sino que su función oficial y principal era la de traficar en los mercados de electricidad. Por tal razón su remuneración inicial se ató directamente a sus propias ganancias y a partir del 2014, esa remuneración también quedó evidenciada en la participación limitada concedida a De Man en Raiden LP y Aspire LP. Comprensiblemente, cualquier tiempo que De Man dedicara a las tareas administrativas de las sociedades en general le impedían dedicarse a tiempo completo a las actividades principales (y lucrativas) de traficar en electricidad.

3.

49. Sin embargo, creyendo justificadamente que se estaba convirtiendo en un verdadero socio capital, De Man invirtió sus esfuerzos, habilidades y talentos (i.e., el llamado *"sweat equity"*) asumiendo la responsabilidad, según exigió Sinn, de un gran número de tareas que estaban claramente más allá de sus funciones de comerciante. Lógicamente, De Man (al igual que cualquier otra persona razonable) prefería invertir tiempo en una actividad lucrativa como lo era el tráfico de electricidad en lugar de dedicarse a otra actividad no lucrativa como las funciones administrativas solicitadas a menos que se le hubiera prometido algo valioso también. Y en ese sentido, De Man invirtió cantidades considerables de tiempo y esfuerzos a través de los años para investigar, organizar, manejar y administrar diversos aspectos de las empresas Aspire y Raiden, tal y como requería Sinn, porque estaba descansando en las promesas de titularidad que le había hecho Sinn.

50. Durante el año 2014, De Man continuó solicitando reconocimiento y remuneración por sus esfuerzos administrativos y gerenciales en beneficio de Sinn, Aspire LP y Raiden LP, así como la formalización de su titularidad. En cambio, la estrategia de Sinn en respuesta a los pedidos de De Man fue la de aplazar y demorar cualquier discusión sobre el tema, sin negar ni rescindir jamás las promesas que realizó. De esa manera, Sinn logró que De Man continuara administrando y gerenciando las sociedades y, con el tiempo que le sobraba, mercadeando en los mercados de electricidad principalmente para el beneficio de Sinn.

51. Ya para principios de 2016, De Man estaba extremadamente frustrado debido a, por un lado, la falta de atención de Sinn a sus peticiones sobre el reconocimiento formal de su participación societaria y, por el otro, los pedidos continuos y frívolos que le hacía Sinn en lo relativo a la infraestructura administrativa. Siempre que De Man expresaba sus frustraciones y solicitaba finalidad a sus pedidos, Sinn posponía y evadía cualquier discusión respuesta significativa lo que indica que ya Sinn había decidido incumplir sus obligaciones para con De Man.

52. Comenzando en 2013, Sinn instruyó a Kyle Carlton, un abogado en Texas, a poner en orden los acuerdos de la titularidad y operación de múltiples entidades controladas por Sinn, incluyendo, Aspire LP, Raiden LP, AC1 y RC1. La expectativa era que dentro del nuevo conjunto de documentos, el estatus de De Man como socio del 50% de Raiden LP sería finalmente formalizado. Por razones que aún no son claras, Carlton tardó en realizar las tareas que le habían sido asignadas. Las demoras experimentadas por De Man fueron extraordinarias. Cuándo De Man preguntó cuándo los documentos estarían disponibles para su revisión, la táctica predeterminada de Sinn fue, de nuevo, aplazar, y utilizar de excusa que estaba ocupado con tareas más importantes.

53. Dos años más tarde, en el 2015, cuando De Man inquirió acerca del estatus del acuerdo de participación societaria de Raiden LP, Kyle Carlton respondió: "He redactado los documentos, pero necesito revisarlos una vez más. Debería poder finalizarlos más adelante esta semana o a principios de la próxima semana. Es la última pieza en el rompecabezas de Adam." (25 de junio del 2015) (Traducción nuestra) ("*I have drafted up the documents, but I need to check over it one more time. I should be able to knock this out later this week / early next week.*

It is the last piece in Adam's puzzle.") De hecho, De Man nunca recibió ese borrador, como tampoco ninguna otra versión del mismo.

54. Más adelante, en marzo del 2016, De Man recibió un memorando interno dirigido a los "*Limited Partners of Aspire Conmodites*" discutiendo, principalmente, un cambio de política con respecto a las distribuciones de Aspire LP. De igual manera, De Man recibió un memorando interno equivalente discutiendo este mismo cambio en la política de Raiden LP, dirigido a: "*Limited Partners of Raiden Commodites, LP*"[10]. Cada uno de los memorandos internos fueron preparados y dirigidos por Kyle Carlton, Barry Hammond y el Sr. Schieffer con copia a Sinn. Kyle Carlton y Barry Hammond eran abogados de Sinn y sus sociedades mientras que Schieffer era su contable externo. Así, con el pleno conocimiento de Sinn, ambos abogados de las empresas y su contable representaron y admitieron que De Man continuaba siendo socio de Aspire LP y Raiden LP. Así también, De Man recibió a principios del 2016 un Anexo K-1 reflejando su participación en la titularidad de Raiden LP y sus ganancias correspondientes al 2015.

55. Por otro lado, en el primer semestre del 2016, con la asistencia de Carlton, Sinn pretendía enmendar algunos de los acuerdos relacionados con las sociedades y asuntos de Raiden LP y Aspire LP con la intención de continuar oprimiendo a De Man para sacarlo de dichas sociedades. Increíblemente, Sinn y sus compinches pretendieron enmendar unilateralmente y sin notificación los documentos constitutivos de las entidades a pesar del reconocido estatus de De Man como socio en Aspire LP y Raiden LP, y como miembro del 50% de RC1 (el socio administrador de Raiden LP).

56. Ya para mediados del 2016, De Man estaba finalmente convencido de que Sinn no tenía intención de cumplir con su promesa de emitir la participación societaria del 50% en Raiden LP. En vista de todo lo anterior, De Man concluyó que no tenía otra opción que dejar su posición por lo que solicitó una distribución de su capital que aún mantenía dentro Raiden LP. Estos fondos ($690,847.00) habían sido reportados al gobierno federal en el formulario de contribución de impuestos en el Anexo K-1 para el año calendario 2015, y por tanto, eran propiedad de De Man. Sinn interpretó la petición de distribución de De Man como una manifestación e intención de separarse por completo de la sociedad. De Man, por su lado, ya cansado de tener que explicarse, le escribió a Sinn el 30 de junio de 2016 lo siguiente:

[10] Error ortográfico del nombre de la sociedad según el memorando original.

> La preocupación fundamental no ha sido abordada, y muestra que usted y Barry [Hammond] también, al parecer, ven la situación de una manera con la que estoy completamente en desacuerdo.
>
> Quiero que esto sea absolutamente claro, así que lo repito: Durante años tuve la visión de la titularidad en el horizonte. Es por eso que tomé el trabajo que había que hacer para mover la empresa adelante. Durante ese periodo nunca me compensaron, y es razonable afirmar que esta realidad me ha costado oportunidades enormes, ya que no pude negociar.
>
> Entiendo que es mejor separarse. Y como he mencionado antes, que sea de manera justa. Por ejemplo, liquidar posiciones en PJM toma más tiempo para que pueda seguir hasta que el libro esté completamente cerrado. Puedo trabajar con Barry en una lista de asuntos y para un acuerdo de separación. Pero no se debe pretender que yo entrene a Barry por horas gratuitamente, lo que desarrollé en mi propio tiempo.
>
> La distribución que inquiero se basa en P/L (P/G = pérdidas y ganancias) generado el año pasado. Los resultados de YTD (Año Calendario) son positivos y tengo una pequeña posición de PJM abierta con un P/L bloqueado-positivo, así que no hay razón para retener nada.[11] (Traducción nuestra)

57. La respuesta de Sinn fue predecible ya que había finalmente extirpado a De Man de las sociedades: "Espero que se reúna con Barry y lo entrene para hacerse cargo de las funciones que ya no va a realizar." (1 de julio el 2016). (Traducción nuestra) ("*I expect you to meet with Barry and train him to take over the duties that you will no longer be performing*".) Sinn procedió a retener la referida distribución, alegando simultáneamente que se trataba de una inversión de "capital", mientras, por otro lado, le negaba a De Man su participación en las sociedades. Desde entonces, Sinn y Hammond han ignorado las múltiples solicitudes y demandas de pago de De Man. Pronto quedó claro que las negativas de Sinn eran parte de un plan de privar a De Man de recursos valiosos mientras trataban de forzarlo a aceptar un arreglo desfavorable a sus intereses. Estos esfuerzos mal intencionados y opresivas se llevaron a cabo en clara violación de las obligaciones fiduciarias de lealtad y trato justo que Sinn le debía a De Man, un socio minoritario.

58. Sinn tenía una obligación legal, como socio mayoritario y administrador y como fiduciario, de distribuir los dineros retenidos ($690,847.00). Al condicionar la distribución a que

[11] *"The fundamental concern has not been addressed, and it shows that you and Barry [Hammond] also, it seems, view the situation in a way that I completely disagree with.*
I want this to be absolutely clear, so I say it again: For years I had the view of ownership on the horizon. That's why I took up work that had to be done to move the business forward. For that time I spent I was never compensated, and it is reasonable to state that this was in fact a huge opportunity cost for me by not being able to trade.
I believe it is better to separate. And as I stated earlier, I would like that fairly. For example, unwinding PJM takes more time so I can just keep at it until the book is completely flat. I can work with Barry on a list of things and separation agreement. But I can't be expected to spend hours for free to train Barry what I developed in my own time.
The distribution I asked about is based on P/L generated last year. YTD results are positive and I have a small open PJM position with a positive locked-in P/L, so no reason to hold back anything."

De Man ejecutara un acuerdo de separación extremadamente opresivo e irrazonable, Sinn violentó nuevamente sus deberes legales y fiduciarios para con De Man. Este aún no ha recibido la distribución a la que siempre ha tenido derecho.[12]

59. El acuerdo de separación que Sinn intentó obligar a De Man a aceptar, incluyó una serie de cláusulas y disposiciones que eran completamente inapropiadas para la terminación de su participación en la sociedad. El acuerdo de separación propuesto proponía imponer retroactivamente una serie de obligaciones onerosas después del hecho de la separación de De Man, meramente a cambio de una distribución de fondos que ya pertenecían a éste. De esta manera, Sinn efectivamente retuvo la totalidad de las ganancias de De Man ya realizadas en 2016, y ciertos beneficios contractualmente garantizados que se recibirían hasta mayo del 2017.

60. Por ejemplo, la cláusula de no-competencia propuesta en el acuerdo de terminación prohibiría a De Man trabajar en la industria en cualquier parte de América del Norte por seis meses, sin ninguna obligación de Sinn o los Demandados de compensar a éste por las oportunidades de negocio que perdería durante ese periodo.

61. Debido a que el propuesto acuerdo de separación era absolutamente inaceptable, De Man respondió con su propia versión. A partir de ese momento, y muy a pesar de los repetidos esfuerzos de De Man, Sinn participó en una serie de tácticas de aplazo y demora para comprar el tiempo necesario para preparar una demanda (Demanda 2016-59771), que fue radicada en septiembre del 2016 en el Condado de Harris (Houston), Tejas. El propósito de dicha demanda es claramente incautarse ilegal e injustificadamente del dinero que se le adeudaba legalmente a De Man así como de la participación societaria prometida por Sinn. Además, dicha demanda está plagada de declaraciones y alegaciones ficticias e inexactas.

62. En vista de que Raiden LP es una entidad de las Islas Vírgenes de los Estados Unidos ("USVI"), De Man contrató un abogado de las USVI para confirmar sus derechos conforme a la ley aplicable de dicha jurisdicción. En julio, el abogado de De Man envió a Sinn una carta mediante la cual exigía el pago de los dineros retenidos ilegalmente.

63. Sinn nunca respondió directamente a la carta mediante la cual se exigía el pago inmediato de los dineros retenidos ilegalmente y pretendió entablar negociaciones simuladas con

[12] Es importante notar que en múltiples ocasiones tanto Sinn como su abogado Hammond le confirmaron y le admitieron por escrito a De Man que el dinero retenido ($$690,847.00) le correspondía legalmente a éste y que solo era cuestión de que llegara el 31de julio de 2016 para que se le pagara el mismo a tenor con las reglas internas aplicables a las distribuciones de los socios. Obviamente esto no ha ocurrido y no le han pagado a De Man.

el fin de comprar tiempo. Mientras ocurrían estos intercambios y en un esfuerzo por evitar el problema y sacar una ventaja indebida sobre su socio minoritario, Raiden LP solicitó re domiciliarse como una sociedad limitada de Tejas. El Certificado de Conversión fue firmado por Sinn y enviado por fax por Hammond. Este esquema concertado, fraudulento y engañoso tuvo el propósito de complicarle a De Man la gestión de recibir su distribución y su participación al cambiar la jurisdicción de Raiden LP a Tejas, un foro supuestamente más ventajoso para Sinn y una vez más privar y oprimir a De Man de derechos sustantivos. Todo lo anterior constituyó una violación del deber fiduciario de fidelidad y lealtad (transparencia) de Sinn y RCI a De Man como socio minoritario de Raiden LP.

64. A través de su plan, Sinn quería desangrar a De Man y su familia del dinero para ejercer más presión o "*leverage*" en una posible negociación. Así mismo, Sinn aprovechó que De Man y él son co-inversionistas en DGSP2 LLC, una compañía que opera una pequeña planta de energía en Tejas. De acuerdo al Contrato de Compañía de Responsabilidad Limitada de DGSP2 LLC (Limited Liability Company Agreement of DGSP2 LLC) se debía realizar una distribución trimestral a todos los titulares. El 1 de septiembre del 2016, se emitió una resolución de la sociedad autorizando la distribución del exceso de acciones, y en su ejecución, De Man recibiría la cantidad de $26,229.00. Para evitar que De Man recibiera estos fondos, Sinn ha rehusado hasta la fecha, firmar la resolución relevante. En su intento de damnificar a De Man, Sinn también ha retenido voluntariamente incentivos a MP2 Energy LLC, como gerente de la planta. Como uno de los miembros administradores y mayoritarios de DGSP2 LLC, Sinn le adeuda deberes fiduciarios a De Man. Su negativa injustificada a ejecutar la resolución es una violación de sus deberes fiduciarios con intención delictuosa y dolosa de causar daños a De Man y ganar una ventaja estratégica sobre él.

V.
CAUSAS DE ACCIÓN

A.
PRIMERA CAUSA DE ACCIÓN: INCUMPLIMIENTO DE DEBERES FIDUCIARIOS
Contra todos los Demandados

66. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

67. Sinn y los demás Demandados, todos los cuales operaban como una sola unidad de negocios, le deben a De Man deberes fiduciarios de lealtad, cuidado, trato justo, honestidad y transparencia, cada uno de los cuales éstos han violado. Estas violaciones de los deberes fiduciarios han sido las causas directas, eficientes, efectivas y legales de los daños causados a los Demandantes incluyendo, sin limitarse, a pérdida de la participación societaria en Raiden LP, pérdidas de oportunidades de negocio, así como angustias mentales y daños emocionales.

68. Además, Sinn en su capacidad personal, tiene deberes fiduciarios para con De Man porque fue, durante los momentos relevantes socio administrador, oficial ejecutivo y/o socio mayoritario de Raiden LP y Aspire LP, así como también, de sus respectivos socios administradores.

69. De la misma manera, Sinn, como ejecutivo y "persona clave" dentro de su grupo empresarial, incluyendo a Raiden LP, violó directamente sus obligaciones fiduciarias (entre otras cosas) causando que los otros Demandados incumplieran sus obligaciones legales de honrar el acuerdo de emitir a De Man la participación societaria de 50% en Raiden LP. Sinn actuó en su propio beneficio y estaba afectado y viciado por un claro conflicto de intereses en la medida en que se favoreció a sí mismo sobre sus socios minoritarios al negarse a honrar la participación prometida a de De Man con miras a preservar todas las ganancias y el control gerencial de las sociedades. Además, junto a los otros Demandados, Sinn violó sus deberes de lealtad, trato justo y de no oprimir a De Man en la medida en que utilizaron su control sobre las entidades para enmendar los documentos constitutivos de las mismas para perpetuar el control de Sinn, evitar pagar los fondos retenidos a De Man y no emitirle su participación societaria.

3.

70. De Man le generó a las Demandados ingresos brutos a través de sus esfuerzos comerciales de más de $15.6 millones de dólares del 2011 al 2016 mientras descansaba en las promesas y representaciones de Sinn. La participación de los Demandados en dichas ganancias es de aproximadamente $10 millones de dólares. Además, y, en la alternativa, con carácter subsidiario a los daños reales, De Man solicita como remedio que los Demandados devuelvan y restituyan las ganancias que han recibido y que han sido generadas por De Man las cuales se aproximan a los $10 millones de dólares.

B.
SEGUNDA CAUSA DE ACCIÓN: INCUMPLIMIENTO DE ACUERDO OPERATIVO
Contra los Co-demandados Sinn, Sinn Trust y RC1

71. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

72. RC1 es una sociedad de responsabilidad limitada organizada y constituida bajo las disposiciones de la Ley General de Corporaciones de Puerto Rico, según enmendada ("Ley de Corporaciones"), y actúa como socio administrador de Raiden LP.

73. De Man es un miembro Clase B de RC1 e hizo una aportación inicial de capital de $1,000.00, según evidenciado por el Acuerdo Operativo de RC1, fechado el 3 de julio del 2013 (el "Acuerdo").

74. Sinn y/o Sinn Trust poseen, directa o indirectamente, todos los otros intereses como miembros Clase A (con derecho al voto) y, como tal, controlan a RC1. Sinn es también administrador de RC1 y, como tal, tiene deberes fiduciarios para con De Man.

75. De Man tiene ciertos derechos y privilegios en virtud del Acuerdo y la Ley de Corporaciones, incluyendo el derecho a ser notificado y consentir en la toma de ciertas acciones.

76. Por información y creencia, Sinn directamente y/o a través de Sinn Trust, ha causado que el Acuerdo de Operativo de RC1 fuera modificado sin previamente notificar a De Man con la intención de oprimir a De Man. Por otra parte, Sinn esencialmente ha privado de sus derechos a De Man, cancelando efectivamente la participación a De Man en RC1 sin justa compensación y/o consentimiento.

77. Sinn ha abusado de su control de RC1 y ha incumplido sus deberes fiduciarios, incluyendo su deber de lealtad, transparencia y trato justo en detrimento de De Man con la única intención de oprimir a De Man y privarlo, como socio minoritario, de los beneficios y privilegios de su participación en RC1.

78. Estas acciones injustificadas e imprudentes por parte de Sinn han causado daños y pérdidas a De Man en una cantidad no menor a $1,000,000.00.

C.
TERCERA CAUSA DE ACCIÓN: INCUMPLIMIENTO INTENCIONAL DEL ACUERDO DE SOCIEDAD LIMITADA, APROPIACIÓN ILEGAL Y CONVERSIÓN DE CONTRIBUCIÓN DE CAPITAL
Contra los Co-demandados Sinn, Sinn Trust, Raiden LP y RC1

79. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

80. El Primer Acuerdo de Sociedad Limitada de Raiden LP, establece que "las [d]istribuciones a los Socios[13] de los ingresos operacionales netos de la Sociedad... se realizará no menos frecuentemente de lo que razonablemente convenga y acuerden los Socios. Tales distribuciones se realizaran a los Socios de manera simultánea." [14]

81. Por otra parte, de conformidad con el Memorando Interno del 16 de marzo del 2016, dirigido a los *"Limited Partners of Raiden Commodities, LP"*, "las ganancias y pérdidas del socio limitado se realizará a [los Socios Limitados]...en dos pagos en enero y julio del año siguiente a su actividad de negociación".[15]

82. Este itinerario de pagos es consistente con el uso y costumbre y la práctica comercial que seguían Sinn, Raiden LP y Hammond en lo relativo al pago de las distribuciones a los socios limitados de Raiden LP.

83. Además, tanto Sinn como su agente, Hammond, le confirmaron y admitieron a De Man que la distribución de aproximadamente $700.000.00 dólares debía ser pagada a De Man a más tardar el 31 de julio del 2016[16]. En ese sentido, ambos declararon que la distribución de referencia se haría no más tarde del 31 de julio del 2016 siempre y cuando De Man ejecutara un acuerdo de separación, el cual éste no estaba legalmente obligado a firmar. Esta condición injustificada fue un intento ilegal por parte de Sinn de extorsionar a De Man para que se sometiera retroactivamente a una serie de limitaciones contractuales y legales que éste no estaba obligado a firmar.[17]

---

[13] "Socio" incluye ambos el Socio Limitado ("Limited Partner") y el Socio Administrador ("General Partner") de Raiden LP.

[14] *"[D]istributions to the Partners of net operating profits of the Partnership...shall be made at such times, but no less frequently than as the Partners shall reasonably agree. Such distributions shall be made to the Partners simultaneously."*

[15] *The limited partner's "gains and losses are...paid out to [the Limited Partners]...in two payments in January and July of the year following your trading activity".*

[16] Correo electrónico de Barry Hammond, Esq a De Man del 1 de julio de 2016: *"I am drafting your separation paperwork and I understand that you will be paid in the normal course of performance..."* De acuerdo a los memorandos internos citados anteriormente, a los socios limitados se les pagaba en enero y julio de cada año. Por tal razón, a De Man se le debía pagar no más tarde del 31 de julio 2016. En ese sentido, Sinn le confirmó a De Man el 1 de julio de 2016 que: *"The second distributions happen on or before July 31"* así confirmándole que a esa fecha se le tenía que pagar a De Man su distribución.

[17] La razón más probable por la que Sinn insistió con tanta vehemencia sobre estas disposiciones contractuales en el Acuerdo de Separación fue que, como éste incumplió su promesa de hacer de De Man un socio capital en el 50% de Raiden LP, no podía someter a De Man a las clases de disposiciones restrictivas habituales para los socios capitales.

3.

84. Sinn no ha efectuado la referida distribución a la fecha de la presente Demanda en contravención del Acuerdo de Sociedad Limitada, el uso y la costumbre entre las partes, de sus propios acuerdos y admisiones, así como los memorandos internos y la legislación aplicable.

85. Por otro lado, Sinn y Raiden LP han retenido y utilizado ilegalmente aproximadamente $400.000.00 del capital malversado a De Man bajo la falsa representación de que dicha cantidad correspondía a la parte proporcional a De Man de los impuestos pagaderos por Raiden LP. Por información y creencia, la tasa de impuesto de Sinn y Raiden LP para el año relevante fue mucho menor que las cantidades correspondientes retenidas a De Man, y dichas cantidades no fueron utilizadas para el pago de impuestos, lo que resulta en una apropiación ilegal de los fondos De Man.

86. El incumplimiento del Acuerdo de Sociedad Limitada y de la legislación aplicable, así como la apropiación ilícita del capital de De Man, fueron intencionales y de mala fe y constituyeron otro incumplimiento de obligaciones fiduciarias de Sinn, Sinn Trust, Raiden LP y RC1.

87. Por consiguiente, sus acciones y omisiones han causado daños a los Demandantes, incluyendo, entre otros, pérdida de ingresos, pérdida de oportunidades de negocios, angustias mentales y daños emocionales, por un monto no menor a $2,500,000.00.

3.

D.
<u>CUARTA CAUSA DE ACCIÓN: DAÑOS</u>
Contra todos los Demandados

88. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

89. La conducta intencional de todos los Demandados ha causado pérdidas de oportunidades de negocio, daños emocionales y angustias mentales sustanciales a De Man, la Sra. De Man y a la Sociedad Legal de Bienes Gananciales compuesta por De Man-Kawajiri, incluyendo en forma de noches de insomnio, angustia por la incertidumbre de la futura situación financiera de los Demandantes, preocupaciones y estrés con respecto a todo el esfuerzo, tiempo y

---

En consecuencia, Sinn quería "tener su pastel y comerlo también" en el sentido de que ahora quería sujetar de manera retroactiva a De Man a pactos restrictivos típicos de un socio capital pero sin haberle concedido a De Man el beneficio de los privilegios de un socio capital según se lo había prometido cuando se convirtió en empleado de la misma.

oportunidades evidentemente perdidos después que De Man le dedicó tanto tiempo y esfuerzo a los Demandados con la expectativa directa de cosechar y recibir beneficios materiales y significativos.

90. De Man y la Sra. De Man sufrieron daños emocionales y angustias mentales como resultado de las acciones y omisiones intencionales de los Demandados como se establece aquí. Estos daños ascienden a no menos de $1,000.000.00. Además, las actuaciones de los Demandados le causaron significativas mermas económicas a los Demandados y pérdidas en oportunidades de negocio que se valoran en una suma no menor de $2,500,000.00.

E.
QUINTA CAUSA DE ACCIÓN: MALA FE ("DOLO") E INCUMPLIMIENTO CON LA OBLIGACIÓN DE NEGOCIAR DE BUENA FE Y DE MANERA JUSTA
Contra los Co-demandados Raiden LP, RC1, Sinn, y Sinn Trust

91. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

92. Los Demandados actuaron con mala fe cuando consciente e intencionalmente, a través de medios fraudulentos y engañosos, evitaron cumplir sus obligaciones legales con los Demandantes con respecto a la emisión de los intereses societarios prometidos a De Man en Raiden LP.

93. Sinn y/o Sinn Trust evitaron intencionalmente cumplir con esta obligación legal de emitir las participaciones societarias en Raiden LP, a través de esquemas, artificios y acciones, (i) ignorando los pedidos de De Man de producir la documentación necesaria para formalizar el acuerdo, (ii) ordenando y causando que sus agentes no produjeran los documentos necesarios en relación a la promesa de la participación societaria y al continuar negociando con De Man los documentos pertinentes, (iii) cambiando constante y arbitrariamente su posición con respecto a los términos de la participación prometida en Raiden LP, y (iv) mediante la creación y el patrocinio de un ambiente de trabajo ofensivo, discriminatorio y hostil, con la única intención de causar que De Man renunciara a su puesto y cesara de exigir su derecho a la participación societaria.

94. La mala fe de Sinn en causar y organizar este esquema ocasionó daños a De Man y su familia, incluyendo angustias mentales y daños emocionales, pérdidas de ganancias y oportunidades de negocios por una cantidad de no menor de $2.500,000.00.

F.
SEXTA CAUSA DE ACCIÓN: ENRIQUECIMIENTO INJUSTO
En Contra de Sinn, Aspire LP, AC1 y Sinn Trust

95. Al tenor de la Regla 8.3 de las Reglas de Procedimiento Civil de Puerto Rico, los Demandantes incorporan por referencia y hacen formar parte del presente párrafo los párrafos 1 al 22 y 25 al 65 de esta demanda como si estuviesen alegando nuevamente. Véase, 32 L.P.R.A. Ap. V R 8.3.

96. Como alternativa a la solicitud para resarcir el incumplimiento de las obligaciones fiduciarias y la violación de los acuerdos de los Demandantes, De Man reclama compensación y remuneración por los esfuerzos, contribuciones y servicios significativos que realizó en beneficio de Sinn, Aspire LP, AC1 y el Sinn Trust los cuales no han sido remunerados.

97. Por lo tanto, y en la eventualidad de que dichos esfuerzos, contribuciones y servicios no se consideren efectivamente como una contribución de capital a Raiden LP o cualquiera de los otros Demandados, entonces De Man reclama que no fue compensado adecuadamente por el desempeño de tales esfuerzos significativos, contribuciones y servicios.

98. Estos demandados se beneficiaron sustancial y directamente de los esfuerzos De Man (especialmente de sus servicios gerenciales y administrativos), y se enriquecieron ilícitamente de los mismos sin haber pagado por los mismos a De Man.

99. Así las cosas, estos demandados deben indemnizar a De Man y pagar a los Demandantes una cantidad equivalente al valor justo de las contribuciones, esfuerzos y servicios prestados por De Man a éstos durante los últimos cinco (5) años.

100. Durante la mayor parte de los últimos cinco (5) años, De Man de forma continua, exigió la referida compensación por sus contribuciones, esfuerzos y servicios prestados.

101. Mientras la posición y caudal de los Demandados mejoraba, los Demandantes sufrieron daños en una cantidad no menor al valor de su aportación a estos demandados y por las contribuciones, esfuerzos y servicios prestados a éstos en una cantidad no menor de $6,000,000.00.

POR TODO LO CUAL, Patrick A.P. De Man y Mika De Man, respetuosamente, solicitan de este Honorable Tribunal, declare **HA LUGAR** la presente demanda, y en su consecuencia, conceda los remedios que se solicitan a continuación:

(a) Se le reconozcan los daños sufridos por los Demandantes causados por la negativa de los Demandados de reconocer la participación de De Man en Raiden LP;

(b) Se devuelvan y restituyan las ganancias que los Demandados han recibido atribuibles a De Man que se estiman en $10,000,000.00;

(c) Se decrete que Sinn, Sinn Trust y/o RC1 violentaron el Acuerdo Operativo de RC1 y se le concedan a los Demandantes los daños y pérdidas correspondientes por dicho incumplimiento en una cantidad no menor de $1,000,000.00;

(d) Se decrete que Sinn, Sinn Trust, Raiden LP y/o RC1 incumplieron con el Acuerdo de Sociedad Limitada de Raiden LP y ordene la restitución del capital de De Man así como cualquier distribución que se le deba, incluyendo cualquier retención ilegal realizada por los Demandados en una cantidad no menor de $2,500,000.00;

(e) Se conceda una suma por los daños y perjuicios, incluyendo partidas por pérdida de oportunidades de negocio, causados a los Demandantes por los Demandados en una cantidad no menor de $2,500,000.00;

3-

(f) Determine que Raiden LP, RC1, Sinn y/o Sinn Trust obraron de mala fe, con engaño, maquinaciones insidiosas y dolo y que, además, negociaron de forma injusta y con mala fe causando daños millonarios a los Demandantes, que se solicita, además, se reconozcan en una cantidad no menor de $2,500,000.00;

(g) Determine, en la alternativa, que Sinn, Aspire LP, AC1 y/o el Sinn Trust se enriquecieron injustamente a causa de los Demandantes y que emita una Sentencia mediante la cual restituya a los Demandantes el empobrecimiento que sufrieron a causa de tales acciones de los co-Demandados en una cantidad no menor de $6,000,000.00;

(h) Se emita una orden, otorgue cualquier remedio, por ley o en equidad, y se otorgue una sentencia a favor de los Demandantes y en contra todos los Demandados que sea consistente con los hechos de la presente Demanda Juramentada y ley aplicable.

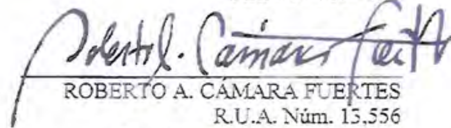
RESPETUOSAMENTE SOMETIDA.

En San Juan, Puerto Rico, a 16 de diciembre de 2016.

POR LOS DEMANDANTES

FERRAIUOLI LLC
PO Box 195168
San Juan, PR 00919-5168

221 Plaza 5to Piso
221 Avenida Ponce de León
San Juan, Puerto Rico 00917
Tel: 787-766-7000
Fax: 787-766-7001



ROBERTO A. CÁMARA FUERTES
R.U.A. Núm. 15,556
Email: rcamara@ferraiuoli.com