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SECRETARY OF STATE
TALLAHASSEE, FL

D BRUCE
AUG 31 2021

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: LEFT BANK TECH, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

ADITYA N CHATTERJEE

Name of Person

LEFT BANK TECH, LLC

Firm/Company

9668 SAVONA WINDS DRIVE

Address

DELRAY RAY BEACH FLORIDA 33446

City/State and Zip Code

aditya@theleftbank.art

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ADITYA N CHATTERJEE

Name of Person

at (630) 649 - 8431

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

2021 AUG 20 PM 1:55
TALLAHASSEE, FL
STATE OF FLORIDA
SECRETARY OF STATE

FILED

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

LEFT BANK TECH, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 8:00 AM MARCH 04, 2021 and assigned Florida document number L21000105276.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

N/A

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

NA

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

N/A

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

N/A

New Registered Office Address:

N/A

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	STUART MACKIERNAN	Potomac Key Group LLC, P.O. Box 11059	<input checked="" type="checkbox"/> Add
		Mclean, VA 22102-7979	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	SOM SIKDAR	Altaselve LLC, 30 N. Gould Street, Suite 2611	<input type="checkbox"/> Add
		Sheridan, WY 82801	<input type="checkbox"/> Remove
		(Change of Address)	<input checked="" type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

SCOTT JAY
TALLMAN
2021 MAY 20 PM 1:50

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

BACKGROUND:

- A. The MEMBERS wish to associate themselves as MEMBERS in business of LEFT BANK TECH, LLC
- B. This Amendment sets out the terms and conditions that govern the MEMBERS within the MEMBERSHIP.
- C. Parties make the designation of Authorized MEMBERS with the understanding that
- Som Sikdar is the organizer and managing partner of Altaselva LLC Series 3
 - Som Sikdar will hold the voting rights of all shares and operational rights owned by Altaselva LLC Series 3
 - Stuart Mackiernan is the organizer and managing partner of Potomac Key Group LLC
 - Stuart Mackiernan will hold the voting rights of all shares and operational rights owned by Potomac Key Group LLC

IN CONSIDERATION OF and as a condition of the MEMBERS entering into this Amendment and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Amendment agree as follows:

Capital Contributions

1. Each of the MEMBERS has contributed to the capital of the MEMBERSHIP, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

MEMBER	Contribution Description	Agreed Value
Aditya N. Chatterjee		\$0 USD
Altaselva LLC Series 3 (Som Sikdar as Authorized Member of LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Altaselva LLC Series3)		\$0 USD
Potomac Key Group LLC (Stuart Mackiernan)		\$0 USD

LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Potomac Key Group LLC)		

2. All MEMBERS will contribute their respective Capital Contributions fully and on time.

Withdrawal of Capital

3. No MEMBER will withdraw any portion of their Capital Contribution without the express written consent of the remaining Majority MEMBERS.

Additional Capital

4. Capital Contributions may be amended from time to time, according to the requirements of the MEMBERSHIP provided that the interests of the MEMBERS are not affected, except with the unanimous consent of the Authorized MEMBERS. Authorized MEMBERS may be required to make additional Capital Contributions. Whenever additional capital is determined to be required and an individual Authorized MEMBER is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by MEMBERSHIP business obligations, remaining Authorized MEMBERS may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of profits or losses among all the Majority MEMBERS will be adjusted to reflect the aggregate change in Capital Contributions by the MEMBERS.
5. Any advance of money to the MEMBERSHIP by any MEMBER in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt owed by the MEMBERSHIP and not an increase in Capital Contribution of the MEMBER. This liability will be repaid with interest at rates and times to be determined by a majority of the MEMBERS within the limits of what is required or permitted in the Act. This liability will not entitle the lending MEMBER to any increased share of the MEMBERSHIP's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to MEMBERS and will be decided by a unanimous vote of all the MEMBERS.

Capital Accounts

6. An individual capital account (the "Capital Accounts") will be maintained for each MEMBER and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any MEMBER will be credited to that MEMBER's individual Capital Account.

Interest on Capital

7. No borrowing charge or loan interest will be due or payable to any MEMBER on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

Financial Decisions

8. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional

MEMBERS.

9. Decisions regarding the allocation of funds for expenses shall be decided by the Manager (MGR).

Profit and Loss

10. Subject to the other provisions of this Agreement, the net profits and losses of the MEMBERSHIP, for both accounting and tax purposes, will accrue to and be borne by the MEMBERS according to the following schedule (the "Profit and Loss Distribution"):

Parties allocate the net profits and losses of the MEMBERS with the understanding that Altaselva LLC is 100percent (100%) owned and operated by one person, Som Sikdar.

MEMBER	PROFIT/LOSS PERCENT
Aditya N. Chatterjee (Authorized Member)	34%
Altaselva LLC Series 3 (Som Sikdar as Authorized Member of LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Altaselva LLC Series 3)	36%
Potomac Key Group LLC (Stuart Mackiernan as Authorized Member of LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Potomac Key Group LLC)	28%
New Non-Authorized and Non-voting MEMBERS	2%

Books of Account

11. Accurate and complete books of account of the transactions of the MEMBERSHIP will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any MEMBER. The books and records of the MEMBERSHIP will reflect all the MEMBERSHIP's transactions and will be appropriate and adequate for the business conducted by the MEMBERSHIP.

Annual Report

12. As soon as practicable after the close of each fiscal year, the MEMBERSHIP will furnish to each MEMBER an annual report showing a full and complete account of the condition of the MEMBERSHIP. This report will consist of at least the following documents:

- a. a statement of all information as will be necessary for the preparation of each MEMBER's

- b. a copy of the MEMBERSHIP's federal income tax returns for that fiscal year;
- c. supporting income statement.
- d. a balance sheet.
- e. a cash flow statement.

- f. a breakdown of the profit and loss attributable to each MEMBER; and
- g. any additional information that the MEMBERS may require.

Banking and MEMBERSHIP Funds

- 13. The funds of the MEMBERSHIP will be placed in such investments and banking accounts as will be designated by the MEMBERS. MEMBERSHIP funds will be held in the name of the MEMBERSHIP and will not be commingled with those of any other person or entity.

Fiscal Year

- 14. The fiscal year will end on the 1st day of January of each year.

Audit

- 15. Any of the MEMBERS will have the right to request an audit of the MEMBERSHIP books. The cost of the audit will be borne by the MEMBERSHIP. The audit will be performed by an accounting firm acceptable to all the Authorized MEMBERS. Not more than one (1) audit will be required by any or all of the MEMBERS for any fiscal year.

Management

- 16. Except as all of the MEMBERS may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the MEMBERSHIP and its business will be decided by a majority vote of the MEMBERS.

Contract Binding Authority

- 17. The MANAGER will have sole authority to bind the Amendment to Articles of Organization for the LEFT BANK TECH, LLC..

MANAGER

- 18. Aditya N. Chatterjee will be the MANAGER (MGR) ("the MANAGER") with the sole authority to act on behalf of the MEMBERSHIP in relation to IRS tax audits pursuant to Chapter 63 Subchapter C of the Internal Revenue Code of 1986.
- 19. The MANAGER is appointed for the current tax year and subsequent tax years until otherwise designated by the MEMBERS.

of them in relation to any acts or omissions in the conduct of the role of the MANAGER provided that the MANAGER is an AUTHORIZED MEMBER, except to the extent that such losses result from, in whole or in part, the negligence, willful misconduct or unlawful action of the MANAGER.

21. The MANAGER will promptly advise the MEMBERS of any audit of the MEMBERSHIP initiated by the IRS and provide regular updates to the MEMBERS on the progress of such audits and any resulting settlement negotiations. The MANAGER will be generally accountable to the MEMBERS and will obtain the majority approval of the MEMBERS for (i) any decisions affecting the tax liability of the MEMBERSHIP or the MEMBERS; and (ii) any decision finalizing tax settlement with the IRS.
22. The MANAGER may resign from the position by serving notice in writing on both the MEMBERSHIP and the IRS. The MEMBERSHIP, acting by majority vote, may revoke the designation of the MANAGER by serving notice on the MANAGER and the IRS and simultaneously appointing a new MANAGER for that taxable year.
23. Whether serving in an active capacity or not, any person who has served as MANAGER in respect of any given taxable year or portion thereof will remain accountable to the MEMBERSHIP, throughout the period of limitation relating to that taxable year, in respect of any notification received from the IRS and will promptly advise the MEMBERSHIP of any and all such correspondence.
24. In the event that a tax settlement reached between the IRS and the MANAGER is not satisfactory to one or more of the MEMBERS and the matter cannot be resolved through negotiation in good faith at a meeting of the MEMBERS, then, two weeks, or such longer period as the MEMBERS may agree, following such meeting the MEMBERS agree to submit the dispute to mediation.

Meetings

25. Regular meetings of the MEMBERS will be held monthly.
26. Any MEMBER can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all MEMBERS with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
27. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all MEMBERS, including via online electronic platforms.

Admitting a New MEMBER

28. A new MEMBER may only be admitted to the MEMBERSHIP with a unanimous vote of the existing Authorized MEMBERS.

29. Any new MEMBER agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new MEMBER will execute such documents as are needed to effect the admission of the new MEMBER. Any new MEMBER will receive such business interest in the MEMBERSHIP as determined by a unanimous decision of the other MEMBERS.

Transfer of MEMBERSHIP Interest

30. A MEMBER may assign their distribution interest in the MEMBERSHIP and its assets provided that, where the acquisition of the interest by the prospective MEMBER will render the MEMBERSHIP ineligible to elect out of the application of the Tax Rules, the assigning MEMBER must first obtain the unanimous consent of the remaining MEMBERS. This transfer will only include that MEMBER's economic rights and interests and will not include any other rights of that MEMBER nor will it include an automatic admission as a MEMBER of the MEMBERSHIP or the right to exercise any management or voting interests. A MEMBER who assigns any or all of their MEMBERSHIP interest to any third party will relinquish their status as MEMBER including all management and voting rights. Assignment of MEMBER status, under this clause, including any management and voting interests, will require the consent of all the remaining MEMBERS.

Voluntary Withdrawal of a MEMBER

31. Any MEMBER will have the right to voluntarily withdraw from the MEMBERSHIP at any time. Written notice of intention to withdraw must be served upon the remaining MEMBERS at least three (3) months prior to the withdrawal date.
32. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a MEMBER will have no effect upon the continuance of the MEMBERSHIP business.
33. In the event that a MEMBER's interest in the MEMBERSHIP is to be sold, the remaining MEMBERS have a right of first purchase on that interest. If any of the remaining MEMBERS elect to purchase the interest of the Dissociated MEMBER, those MEMBERS will serve written notice of such election upon the Dissociated MEMBER within thirty (30) days after receipt of the Dissociated MEMBER's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated MEMBER's interest. The purchase amount of any buyout of the Dissociated MEMBER's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
34. A Dissociated MEMBER will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining MEMBERS as a result of the withdrawal.

Involuntary Withdrawal of a MEMBER

reasonable participation in the MEMBERSHIP; MEMBER incompetence; breach of fiduciary duties by a MEMBER; criminal conviction of a MEMBER; Expulsion of a MEMBER; Operation of Law against a MEMBER; or any act or omission of a MEMBER that can reasonably be expected to bring the business or societal reputation of the MEMBERSHIP into disrepute.

36. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a MEMBER will have no effect upon the continuance of the MEMBERSHIP business.
37. In the event that a MEMBER's interest in the MEMBERSHIP is to be sold, the remaining MEMBERS have a right of first purchase on that interest. If any of the remaining MEMBERS elect to purchase the interest of the Dissociated MEMBER, those MEMBERS will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated MEMBER, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated MEMBER. The purchase amount of any buyout of a MEMBER's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
38. A trustee in bankruptcy or similar third party who may acquire that Dissociated MEMBER's interest in the MEMBERSHIP will only acquire that MEMBER's economic rights and interests and will not acquire any other rights of that MEMBER or be admitted as a MEMBER of the MEMBERSHIP or have the right to exercise any management or voting interests.

Dissociation of a MEMBER

39. Where the remaining MEMBERS have purchased the interest of a Dissociated MEMBER, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.
40. The MEMBERSHIP will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the MEMBERSHIP.
41. Where the voluntary or involuntary withdrawal of a MEMBER results in only one MEMBER remaining or where no buyer is found to purchase the interest of the Dissociated MEMBER then the MEMBERSHIP will proceed in a reasonable and timely manner to dissolve the MEMBERSHIP, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
42. The remaining MEMBERS retain the right to seek damages from a Dissociated MEMBER where the dissociation resulted from a malicious or criminal act by the Dissociated MEMBER or where the Dissociated MEMBER had breached their fiduciary duty to the MEMBERSHIP or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the MEMBERSHIP or to

43. On any purchase and sale of a MEMBERSHIP interest, a Dissociated MEMBER will only have liability for MEMBERSHIP obligations that were incurred during their time as a MEMBER. Immediately upon the sale of a withdrawing MEMBER's interest, the MEMBERSHIP will prepare, file, serve, and publish all notices required by law to protect the withdrawing MEMBER from liability for future MEMBERSHIP obligations.

Dissolution

44. Except as otherwise provided in this Agreement, the MEMBERSHIP may be dissolved only with the unanimous consent of Majority MEMBERS. The MEMBERSHIP will be dissolved upon the voluntary withdrawal of 2 Majority MEMBERS.

Distribution of Property on Dissolution of MEMBERSHIP

45. In the event of the dissolution of the MEMBERSHIP, MEMBERSHIP assets or liabilities will be shared according to the following dissolution distribution (the "Dissolution Distribution") schedule:

MEMBER	DISSOLUTION DISTRIBUTION PERCENT
Aditya N. Chatterjee	34%
Altaselva LLC Series 3 (Som Sikdar as Authorized Member of LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Altaselva LLC Series 3)	36%
Potomac Key Group LLC (Stuart Mackiernan as Authorized Member of LEFT BANK TECH, LLC and will hold the voting rights of all shares and operational rights owned by Potomac Key Group LLC)	28%
Non-Voting MEMBER	2%

46. Upon Dissolution of the MEMBERSHIP and liquidation of MEMBERSHIP Property, and after payment of all selling costs and expenses, the liquidator will distribute the MEMBERSHIP assets to the following groups according to the following order of priority:

a. in satisfaction of liabilities to creditors except MEMBERSHIP obligations to current MEMBERS.

b. in satisfaction of MEMBERSHIP debt obligations to current MEMBERS and then

c. to the MEMBERS according to the Dissolution Distribution described above.

47. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of MEMBERSHIP assets after liabilities or any insufficiency in MEMBERSHIP assets in

resolving liabilities under this section will be shared by the MEMBERS according to the Dissolution Distribution described above.

48. Upon dissolution, any Intellectual Property developed during the MEMBERSHIP will be equally usable by each of the Majority MEMBERS.

Valuation of Interest

49. In the absence of a written agreement setting a value, the value of the MEMBERSHIP will be based on the fair market value appraisal of all MEMBERSHIP assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all MEMBERS. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all MEMBERS. A withdrawing MEMBER's interest will be based on that MEMBER's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing MEMBER may have to the MEMBERSHIP. The intent of this section is to ensure the survival of the MEMBERSHIP despite the withdrawal of any individual MEMBER.
50. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the MEMBERSHIP books immediately prior to valuation.

Goodwill

51. The goodwill of the MEMBERSHIP business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Title to MEMBERSHIP Property

52. Title to all MEMBERSHIP Property will remain in the name of the MEMBERSHIP. No MEMBER or group of MEMBERS will have any ownership interest in such MEMBERSHIP Property in whole or in part.
53. Intellectual Property developed for the purpose of the MEMBERSHIP (see paragraph 3) will remain the property of the MEMBERSHIP regardless of the scope of the property. No individual MEMBER may claim ownership for a portion of property developed.

Voting

54. In any vote required by the MEMBERSHIP, the vote cast by each MEMBER will be in proportion to profit and loss sharing ratios.

Force Majeure

55. A MEMBER will be free of liability to the MEMBERSHIP where the MEMBER is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the MEMBER has communicated the circumstance of said event to any and all other MEMBERS and taken any and all appropriate action to mitigate said event.

Duty of Loyalty

56. No MEMBER will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the MEMBERSHIP or that would be in direct conflict of interest to the MEMBERSHIP without the unanimous written consent of the remaining MEMBERS. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other MEMBERS. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending MEMBER and may be treated accordingly by the remaining MEMBERS.
57. A withdrawing MEMBER will not carry on a similar business to the business of the MEMBERSHIP within any established or contemplated market regions of the MEMBERSHIP for a period of at least one (1) year after the date of withdrawal.

Duty of Accountability for Private Profits

58. Each MEMBER must account to the MEMBERSHIP for any benefit derived by that MEMBER without the consent of the other MEMBERS from any transaction concerning the MEMBERSHIP or any use by that MEMBER of the MEMBERSHIP property, name or business connection. This duty continues to apply to any transactions undertaken after the MEMBERSHIP has been dissolved but before the affairs of the MEMBERSHIP have been completely wound up by the surviving MEMBER or MEMBERS or their agent or agents.

Duty to Devote Time

59. Each MEMBER will devote such time and attention to the business of the MEMBERSHIP as the majority of the MEMBERS will from time to time reasonably determine for the conduct of the MEMBERSHIP business.

Additional Actions Requiring Unanimous Consent of the MEMBERS

60. Any expenditure committing the MEMBERSHIP to liabilities or obligations totaling over \$5,000 USD.
61. Any losses incurred as a result of a violation of this section will be charged to and collected from the individual MEMBER that acted without unanimous consent and caused the loss.

61. No MEMBER may do any act in contravention of this Agreement.
62. No MEMBER may permit, intentionally or unintentionally, the assignment of express, implied, or apparent authority to a third party that is not a MEMBER in the MEMBERSHIP.
63. No MEMBER may do any act that would make it impossible to carry on the ordinary business of the MEMBERSHIP.
64. No MEMBER may confess a judgment against the MEMBERSHIP.
65. No MEMBER will have the right or authority to bind or obligate the MEMBERSHIP to any extent with regard to any matter outside the intended purpose of the MEMBERSHIP.
66. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending MEMBER and may be treated accordingly by the remaining MEMBERS.

Indemnification

67. All MEMBERS will be indemnified and held harmless by the MEMBERSHIP from and against any and all claims of any nature, whatsoever, arising out of a MEMBER's participation in MEMBERSHIP affairs. A MEMBER will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the MEMBER or the breach by the MEMBER of any provisions of this Agreement.

Liability

68. A MEMBER will not be liable to the MEMBERSHIP, or to any other MEMBER, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the MEMBERSHIP.

Liability Insurance

69. The MEMBERSHIP may acquire insurance on behalf of any MEMBER, employee, agent or other person engaged in the business interest of the MEMBERSHIP against any liability asserted against them or incurred by them while acting in good faith on behalf of the MEMBERSHIP.

Life Insurance

70. The MEMBERSHIP will have the right to acquire life insurance on the lives of any or all of the MEMBERS, whenever it is deemed necessary by the MEMBERSHIP. Each MEMBER will cooperate fully with the

Amendments

71. This Agreement may not be amended in whole or in part without the unanimous written consent of all MEMBERS.

Governing Law and Jurisdiction

72. This Agreement will be construed in accordance with and exclusively governed by the laws of The State of Florida.
73. The MEMBERS submit to the jurisdiction of the courts of The State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Definitions

74. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by MEMBERS to the MEMBERSHIP.
 - b. "Capital Contribution" means the total amount of cash or Property contributed to the MEMBERSHIP by any one MEMBER.
 - c. "Dissociated MEMBER" means any MEMBER who is removed from the MEMBERSHIP through a voluntary or involuntary withdrawal as provided in this Agreement.
 - d. "Expulsion of a MEMBER" can occur on application by the MEMBERSHIP or another MEMBER, where it has been determined that the MEMBER:
 - i. has engaged in wrongful conduct that adversely and materially affected the MEMBERSHIP's business.
 - ii. has willfully or persistently committed a material breach of this Agreement or of a duty owed to the MEMBERSHIP or to the other MEMBERS; or
 - iii. has engaged in conduct relating to the MEMBERSHIP's business that makes it not reasonably practicable to carry on the business with the MEMBER.

- e. "Initial Capital Contribution" means Capital Contribution made by a MEMBER upon its

- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "MEMBERSHIP Interest" means any class or series of equity interest in the MEMBERSHIP, which shall include any Limited MEMBER Interests and the General MEMBER Interest but shall exclude any Derivative MEMBERSHIP Interests.
- h. "MEMBERSHIP Property" means all direct and indirect interests in real and personal property owned by the MEMBERSHIP from time to time and shall include both tangible and intangible property (including cash).

Additional Clause

- 75. Dispute Resolution: In the event the MEMBERS are not able to agree to a mutually agreeable separation or dissolution, the MEMBERS agree to submit their dispute to binding confidential arbitration conducted by a mutually agreeable arbitrator. Costs of the arbitration shall be borne by the MEMBERSHIP and not a particular MEMBER.

Miscellaneous

- 76. Time is of the essence in this Agreement.
- 77. This Agreement may be executed in counterpart.
- 78. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 79. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 80. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the terms and conditions set forth in this Agreement shall govern the relationship between the parties.

81. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the MEMBER's successors, assigns, executors, administrators, beneficiaries, and representatives.
82. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
83. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

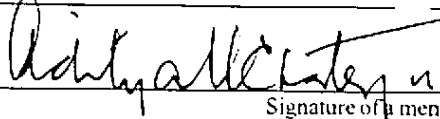
E. Effective date, if other than the date of filing: (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 17th August 2021



Signature of a member or authorized representative of a member

ADITYAN CHATTERJEE

Typed or printed name of signee

Filing Fee: \$25.00

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SECRETARY OF STATE
TALLAHASSEE, FL