

OPERATING AGREEMENT

CANEEL PURPOSE GROUP LLC

a Member Managed U.S. Virgin Islands
Limited Liability Company

THIS OPERATING AGREEMENT of CANEEL PURPOSE GROUP LLC, a member managed limited liability company organized and existing under the laws of the United States Virgin Islands (the “Company”), is entered into and shall be effective as of this 30th day of June, 2021 (the “Effective Date”), by and between the Company, with a mailing address of c/o Muilenburg Law LLC, P.O. Box 1239, St. John, U.S. Virgin Islands 00831, and a physical address of 38 Mongoose Junction, Ste 5, St. John, U.S. Virgin Islands, and the Members whose signatures appear on the signature page hereof, with the addresses set forth thereon.

RECITALS

In consideration of the mutual covenants of the parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 1.1 “Act” shall mean The Uniform Limited Liability Company Act as adopted by the United States Virgin Islands, and all amendments thereto.
- 1.2 “Articles of Organization” shall mean the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and as filed with the Office of the Lieutenant Governor of the Virgin Islands.
- 1.3 “Capital Account” shall have the meaning set forth in Section 12.4 of this Agreement.
- 1.4 “Capital Contribution” shall mean any contribution of cash or property to the capital of the Company made by or on behalf of a Member as consideration for a Membership Interest.
- 1.5 “Code” means the Internal Revenue Code of 1986 and all regulations promulgated thereunder, as they may be amended from time to time, and any successors thereto.
- 1.6 “Company” shall mean CANEEL PURPOSE GROUP LLC, a limited liability company formed under the laws of the United States Virgin Islands, and any successor thereto.
- 1.7 “Distribution” shall mean a transfer of the Company’s property to a Member on account of a Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member’s Membership Interest, as distribution of operating profit / surplus cash in the ordinary course of business, or otherwise.

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- 1.8 “Disposition/Dispose” shall mean any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).
- 1.9 “Initial Capital Contribution” shall mean the value of the initial contribution to the capital of the Company pursuant to this Operating Agreement, as noted in Exhibit “A” attached hereto.
- 1.10 “Initial Members” shall mean the first persons to acquire a Membership Interest in the Company and execute this Operating Agreement.
- 1.11 “Majority Approval” means (a) approval in writing, or at a meeting of the Members, of Members having Membership Interests in excess of one-half of the Membership Interests of all the Members entitled to vote on a particular matter; or (b) approval by a majority of Members voting at a meeting at which not less than a majority of Membership Interests are present or represented.
- 1.12 “Manager” shall mean the Member of the Company that is serving as Manager hereunder at the relevant time, and shall include VITAL INTERESTS LLC, as initial Manager, or any Person or Persons who succeeds it in that capacity.
- 1.13 “Member” shall mean the Initial Member executing this Operating Agreement, any transferee of a Member, or any additional person admitted as a Member.
- 1.14 “Membership Interest” shall mean a Member’s entire interest in the Company including such Member’s rights in the Company’s profits, losses and Distributions pursuant to Exhibit “A” of this Agreement, as the same may be amended from time-to-time in accordance with the Act, and such other rights and privileges that the Member may enjoy by being a Member.
- 1.15 “Operating Agreement” or “Agreement” shall mean this Operating Agreement as originally executed and as it may be amended from time to time.
- 1.16 “Person” shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.
- 1.17 “Taxing Jurisdiction” shall mean any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member’s share of the income or gain attributable to the Company.

ARTICLE II FORMATION OF LIMITED LIABILITY COMPANY

Effective upon the filing of Articles of Organization for the Company, the parties hereby form the Company under the provisions of the Act and, except as herein otherwise expressly provided, the rights and liabilities of the Members shall be as provided in the Act. The parties agree to take such actions as are necessary or appropriate to effect the filing of such Articles.

**ARTICLE III
NAME**

The business of the Company shall be conducted under the name of CANEEL PURPOSE GROUP LLC, or such other name as may be determined with Majority Approval.

**ARTICLE IV
NATURE OF BUSINESS**

The business of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the laws of the Virgin Islands, including but not limited to the ownership and operation of a hospitality and real estate business in the United States Virgin Islands. The Company's business is expected to include operation of the Caneel Bay resort property on St. John, U.S. Virgin Islands, subject to the Company entering into a new lease with the National Park Service and/or U.S. Department of Interior for such purpose.

**ARTICLE V
NAMES AND ADDRESSES OF MEMBERS**

The names and addresses of the Members are as set forth in Exhibit "A", as the same may be modified from time to time with Majority Approval.

**ARTICLE VI
TERM**

The Company is to be an "at-will company" and shall have perpetual existence.

**ARTICLE VII
PRINCIPAL PLACE OF BUSINESS**

The principal place of business / principal office of the Company shall be at c/o Muilenburg Law LLC, P.O. Box 1239, St. John, U.S. Virgin Islands 00831, with a physical address of 38 Mongoose Junction, Ste 5, St. John, U.S. Virgin Islands, unless and until changed as provided in this Agreement.

**ARTICLE VIII
REGISTERED AGENT**

The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the Office of the Lieutenant Governor. The Manager may, from time to time, change the registered agent through appropriate filings.

**ARTICLE IX
CAPITAL AND CONTRIBUTIONS**

9.1. Initial Commitments and Contributions. The initial capital of the Company shall be not less than that required by Virgin Islands law. By the execution of this Operating Agreement, the initial Members hereby agree to make the capital contributions set forth in the attached Exhibit "A," and

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agree that to the extent that any of such contributions consist of property or services other than money, such contributions shall be valued as set forth on Exhibit "A". The Members' interests in the total capital of the Company (the Members' "Sharing Ratios," as adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company) are also set forth in Exhibit "A." Any Person who is admitted as a Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution set forth in an agreement between such Member and the Company or as otherwise determined by the Manager in accordance with Article XVI. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Operating Agreement.

- 9.2. **Additional Contributions.** In addition to the initial capital contributions, the Manager may determine from time to time that additional capital contributions are needed to enable the Company to conduct its business and affairs. After making such a determination, notice of it shall be given to all Members in writing at least ten (10) business days before the date on which the additional contributions are due. The notice shall describe in reasonable detail, the purposes and uses of such additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is due. Each Member shall be obligated to make such additional capital contribution to the extent of any unfulfilled commitment. Any Member who has fulfilled that Member's commitment, has the right, but not the obligation (a) to make the additional capital contributions needed, according to that Member's Sharing Ratio prior to such contribution, and (b) in the event less than all of the additional capital is received by the Company from Members exercising such rights, to contribute additional capital, up to the total amount sought by the Company, in the proportion which the Member's Sharing Ratio bears to the Sharing Ratios of all other Members contributing capital pursuant to this clause (b), based on Sharing Ratios calculated after the contributions specified in the preceding clause (a). Each Member agrees and acknowledges that the failure to contribute additional capital pursuant to this Section 9.2 may result in a reduction of the Member's Sharing Ratio in relation to the Sharing Ratios of Members making additional contributions.
- 9.3. **Failure to Contribute.** If any Member fails to make a capital contribution when required, the Company may, in addition to pursuing any other rights and remedies the Company may have under the Act or applicable law, take any enforcement action (including, the commencement and prosecution of court proceedings) against the Member that the Manager considers appropriate. Moreover, the remaining Members may elect to contribute the amount of such required capital themselves, according to their respective Sharing Ratios. The Members who make such contributions shall be entitled to treat these amounts as an extension of credit to such defaulting Member, payable upon demand, with interest accruing on the extension at the rate of seven percent (7%) per annum until paid. This extension of credit shall be secured by such defaulting Member's interest in the Company. Each Member who defaults grants to each Member who may later grant an extension of credit, a security interest in the defaulting Member's interest in the Company.

ARTICLE X DISTRIBUTIONS

- 10.1 The Company may make cash distributions from time to time to the Members, in accordance with their Membership Interests, of cash in hand in excess of the Company's operating or other needs,

as determined by the Manager and by Majority Approval of the Members. In addition, the Company shall use its best efforts to, no later than ninety (90) days after the end of each year, distribute cash in an amount equal to the excess of income and gain over expenses and losses of the Company for Federal income tax purposes times, for the year in question, a percentage equal to (a) the highest stated Federal income tax rate in effect from time to time for individuals plus (b) the highest stated Virgin Islands income tax rate in effect from time to time for individuals. All distributions shall be made pro rata in accordance with the Members' Membership Interests. All distributions shall be deemed to constitute a return of the recipient's capital contribution to the Company until all of such capital contribution has been returned, except as otherwise determined by Majority Approval.

- 10.2 If a Member ceases to be a Member for any reason (including, without limitation, death, resignation, bankruptcy, dissolution or a court declaration of incompetence) other than the assignment of its Interest, pursuant to Article XVII, in lieu of the distributions to which the former Member (or its successors) would otherwise be entitled to under the Act, the former Member (or its successors) shall instead be entitled to receive payment of the value of its Membership Interest as of the date it ceased to be a Member in ten equal annual installments payable on each anniversary of such date, with simple interest on the unpaid balance of such value at the annual rate of nine percent (9%) payable with each annual payment. Notwithstanding the foregoing, the Company shall be entitled to offset damages resulting from a wrongful voluntary withdrawal from the Company from distributions otherwise payable to the withdrawn Member as provided in this Article X.

ARTICLE XI ALLOCATIONS OF PROFITS AND LOSSES

Each item of the Company's income, gain, loss, deduction or credit shall be allocated to each of the Members pro rata in accordance with their Membership Interests. The Manager may make interim distributions to the Members in accordance with their Membership Interests of the Company's cash on hand in excess of the Company's operating or other needs.

ARTICLE XII BOOKS, RECORDS AND ACCOUNTING

- 12.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act, and such books and records shall be kept at the Company's principal office.
- 12.2 Fiscal Year - Accounting. The Company's fiscal year shall be the calendar year, and shall end on December 31 of each year. The particular accounting methods and principles to be followed by the Company shall be selected by the Manager from time to time.
- 12.3 Reports. The Manager shall provide reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members to the Members in the time, manner and form as the Manager determines. Such reports shall be provided at least annually as soon as practicable after the end of each calendar year and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

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- 12.4 Member's Capital Accounts. The Company shall maintain separate capital accounts for each Member (each a "Capital Account"). Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any of the Company's losses and deductions.

ARTICLE XIII COMPANY FUNDS

The funds of the Company shall be deposited in such bank, money market, brokerage, operating or other account or accounts, or invested in such interest-bearing or non-interest-bearing investments, as shall be designated by the Manager. All withdrawals from any such bank or other accounts shall be made by the authorized agent or agents of the Company as designated by the Manager. Company funds shall be separately identifiable from and not commingled with those of any other person.

ARTICLE XIV COMMITMENTS TO ST. JOHN COMMUNITY

14.1. **Specific Commitments.** If and when the Company succeeds in entering into a new lease with the National Park Service and/or U.S. Department of Interior for the Caneel Bay resort property on St. John, and acquires operational control of such property, the Company will implement the following commitments for the benefit of the St. John community to the maximum extent feasible, and will uphold and honor such commitments throughout its operation of the property:

General:

- Create an advisory board made up of local leaders
- Establish a profit-sharing community fund
- Provide expanded community access to the beach and resort facilities
- Develop a community center, hurricane shelter and an amphitheater

Boutique luxury eco-resort features:

- Architecture will be designed to fit within the National Park
- Build to LEED Certification with sustainability principles incorporated into construction and ongoing operation, including solar power generation (Net Zero)
- Implement state of the art waste management and treatment and recycling
- Preserve the National Park and surrounding waters
- Promote health and wellness principles
- Address all environmental issues on-site in a comprehensive and transparent manner
- Provide locally grown farm-to-table food to resort guests and community
- Implement first-ever [Blue Zone Resort](#)

St. John community benefits:

- Provide year-round local employment; base wages starting at \$20 per hour in 2021 (with cost of living increases to such base afterwards with profit-sharing)
- Tribute to local cultural traditions and archeological resources, including the development of an on-resort heritage museum
- Percentage of profits will be donated to a Community Development Fund made up of leaders from key community organizations

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- Payment of a fair royalty to the US Virgin Island National Park
- Expand public access to Caneel Bay’s beaches and facilities for the enjoyment of the community.
- Local arts and crafts marketplace available for vendors at resort
- Development of a community center, hurricane shelter and convention center
- On-site training for culinary & hotel administration in cooperation with University of the Virgin Islands

Additional support of local community:

- No EDC benefits; payment of taxes to further support the US Virgin Islands economy
- Maximum transparency to the St. John community on all the Company’s work and community initiatives as part of its continuing outreach
- The Company’s commitment, as part of its business model, to fully consider the interests of all its stakeholders, including team members, the community and the natural environment along with customers and investors (see Section 14.2 below)
- Redevelopment of the Caneel Bay resort commencing as soon as possible and continuing to completion at the earliest feasible date, to maximize availability of jobs and other benefits to the community

14.2. **Implementation of stakeholder compass.** The Company will endeavor at all times to integrate the interests of all stakeholders listed below, using best efforts to address all of them together rather than just focusing on one group’s interests, using the “stakeholder compass” for Caneel below as its fundamental business model:



**ARTICLE XV
RIGHTS AND DUTIES OF MEMBERS: RESIGNATION**

- 15.1 The Members shall have no personal liability whatever, whether to the Company, to any of the Members or to the creditors of the Company, for the debts of the Company or any of its losses.
- 15.2 Except as provided in Article XVII, no Member shall be permitted to resign voluntarily from the Company at any time. If a Member resigns voluntarily from the Company other than as provided in Article XVII, the Company shall be entitled to offset the damages resulting from such withdrawal against amounts otherwise distributable to the resigned Member pursuant to Article X.

**ARTICLE XVI
POWERS, RIGHTS AND DUTIES OF THE MEMBERS AND THE MANAGER**

- 16.1 No Member shall take any action on behalf of the Company unless the action is authorized expressly by this Agreement or has been approved by the Members in accordance with this Agreement. Any Member may act on behalf of the Company if authorized to do so by Majority Approval. If such approval was effected by approval in writing in lieu of a meeting of Members, each non-approving Member shall be provided by the approving Members with a copy of the action taken promptly after it is taken.
- 16.2 Any of the Members may call a meeting of Members upon written notice stating the place, date and time of the meeting and the purpose or purposes for which it is called. Such notice shall be delivered not less than ten nor more than sixty days before the date of the meeting by the Members called the meeting to each Member. At all meetings of Members, a Member may vote by written proxy executed by the member or its duly authorized attorney-in-fact. Such proxy shall be filed with the Manager before or at the time of the meeting. No proxy shall be valid longer than eleven months after the date of its execution, except as otherwise provided in the proxy. Voting on any question shall be by speech unless any Member shall demand that voting be by ballot.
- 16.3 The Company shall have at least one (1) Manager, whose powers and duties shall be limited to those provided expressly in this Agreement. In addition to any other powers granted expressly to the Manager elsewhere in this Agreement, the Manager shall have the power to (a) engage and compensate accountants, attorneys and other appropriate service providers to the Company (as well as employees of the Company), (b) provide such service providers with such assistance as they request in discharging their duties to the Company, (c) sign and file appropriate agreements with service providers, (d) serve as the "tax matters member" or "tax matters partner" of the Company for purposes of the Code, (e) make such filings as are necessary or appropriate to preserve the existence of the Company or qualify or renew the qualification of the Company to do business as a limited liability company in the Virgin Islands or elsewhere, (f) preside at meetings of the Members, (g) cause the Company to produce and retain at its registered office or principal place of business such documents and records as are required under the Act, (h) open and close bank, money market, brokerage, operating and other types of accounts on behalf of the Company and deposit, withdraw and otherwise deal with Company funds therein, (i) distribute to the Members copies of all amendments to this Agreement (including amendments to any Schedules or Exhibits hereto) and all other documents that are required to be distributed to Members hereunder

or under the Act, (j) cause the Company to make distributions that are otherwise required or have been properly approved hereunder, (k) execute agreements to incur and/or refinance loans made to the Company, (l) execute such other documents, and take such other actions, as may be reasonably necessary to implement the foregoing powers or as otherwise reasonably believed to be in the best interests of the Company and (m) take any other actions approved by the Members from time to time. For its services as Manager, the Company shall reimburse the Manager for all expenses incurred on behalf of the Company and also shall pay the Manager annual compensation in such amount as the Members shall agree in writing. The initial Manager shall be VITAL INTERESTS LLC. The Manager may resign at any time and may be removed and replaced by Majority Approval. The Manager may delegate some or all of its responsibilities hereunder to another Member through a written delegation signed by such Member and the Manager and, without limiting the generality of this Section 16.3, may employ and compensate third parties in discharging its duties.

- 16.4 Neither a Member nor any partner, shareholder, officer, director, manager, employee or agent of a Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on the Member by this Agreement or by law unless such action or omission was performed or omitted fraudulently or in bad faith or as a result of willful or wanton misconduct. The Company shall be obligated to indemnify the Members, Manager and agents for all costs, losses, liabilities, and damages paid or accrued by such Member, Manager or agent in connection with the business of the Company to the fullest extent permitted by the laws of the Territory.

**ARTICLE XVII
TRANSFER OF MEMBERSHIP INTEREST**

- 17.1 A Member shall not voluntarily assign, sell, transfer, pledge or otherwise encumber its Membership Interest, or any portion thereof, without Majority Approval. In case of any permitted transfer, the instrument of transfer shall be in form and substance satisfactory to counsel to the Company. The Company shall not be obligated to make distributions or allocations of tax incidents to or otherwise recognize the transferee of an Interest unless and until the Company has received copies of documents evidencing such transfer (whether voluntary or involuntary) in form satisfactory to its counsel.
- 17.2 Unless otherwise agreed by the transferee and transferor of a Membership Interest, the transferee shall automatically be admitted as a Member to the extent of the transferred Membership Interest.
- 17.3 Notwithstanding the foregoing, no voluntary sale or assignment of a Membership Interest may be made if the sale or assignment would result in the termination of the Company under the Code, and no such sale or assignment may be made unless the Company receives an opinion of counsel, satisfactory in form and substance to counsel to the Company, to the effect that the transfer is covered by proper exemptions from registration under applicable securities laws; provided, that the requirement of such opinion may be waived by the Manager or with Majority Approval.

**ARTICLE XVIII
CAUSES OF DISSOLUTION OF THE COMPANY**

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- 18.1 The happening of any of the following events shall work an immediate dissolution of the Company:
- a) the disposition of all or substantially all of the assets of the Company other than cash and marketable securities;
 - b) approval in writing by a majority of the Members or approval by such number of Members voting at a meeting; or
 - c) the expiration of the term of the Company as provided in Article VI of this Agreement.
- 18.2 Without limiting the generality of the foregoing, the death, retirement, bankruptcy, court declaration of incompetence with respect to, or dissolution of; a Member, or the occurrence of any other event that terminates the continued membership of a Member, shall not precipitate the dissolution of the Company.

ARTICLE XIX ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

- 19.1 In the event of the dissolution of the Company for any reason, a liquidator or a liquidating committee selected with Majority Approval shall wind up the affairs of the Company or, in the absence of and pending such selection, the Manager may so act. The Members shall continue to share distributions, profits and losses during the period of liquidation in the same proportion as before the dissolution. The liquidator or liquidating committee shall have the full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property pursuant to such liquidation, subject to any limitations determined by Majority Approval when the liquidator or liquidating committee was appointed. The liquidator or liquidating committee shall be entitled to receive such compensation in connection with the winding up of the Company as is determined by Majority Approval.
- 19.2 Following the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the liquidator and liquidating committee to set up such reserves as it may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company (any remainder of which shall be distributed as provided below when the liquidator or liquidating committee determines that such reserves are no longer required), the proceeds of the liquidation and any other funds of the Company shall be distributed; (a) first, to Members for the return of their contributions; (b) second, to former Members for distributions owed on account of their Interests as provided herein; and (c) third, to the Members pro rata in accordance with their Membership Interests.
- 19.3 Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and for the return of its capital contribution and shall have no recourse therefore against any other Member. The Members shall not have any right to demand the return of their capital contributions to the Company prior to dissolution and termination of the Company.
- 19.4 Upon the completion of winding up of the Company, the Manager (or, if the Manager shall fail to act, any Member with Majority Approval) shall have the authority to execute and record Articles of Dissolution for the Company, as well as any and all other documents required to terminate the Company.

**ARTICLE XX
NOTICES**

All notices and demands required or permitted under this Agreement shall be in writing and may be sent by U.S. mail, certified or registered mail, postage prepaid, overnight courier or personal delivery to the Members at their addresses as shown from time to time on the records of the Company. Any Member may specify a different address by notifying the Manager in writing of such different address. Such notices shall be deemed given three business days after mailing, the business day after deposit with an overnight courier for next business day delivery or when delivered in person, as the case may be.

**ARTICLE XXI
ADMISSION OF NEW MEMBERS;
AMENDMENT OF AGREEMENT**

- 21.1 New Members may be admitted to the Company with Majority Approval on such terms and conditions as are determined with Majority Approval; provided, that no admission that would reduce the Membership Interest of a Member on any basis other than pro rata in accordance with the Membership Interests of all Members may be effected without the consent of the affected Member.
- 21.2 This Agreement may be amended with Majority Approval; provided, that no amendment that would reduce the Membership Interest of a Member on any basis other than pro rata in accordance with the Membership Interests of all Members may be effected without the consent of the affected Member.

**ARTICLE XXII
MISCELLANEOUS**

- 22.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. It supersedes any prior agreement or understandings between them relating to the subject matter hereof, and it may not be modified or amended in any manner other than as set forth herein.
- 22.2 This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the United States Virgin Islands with regards to conflicts of law principles.
- 22.3 Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.
- 22.4 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.
- 22.5 If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

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- 22.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 22.7 Each Member understands and acknowledges that each Member has had the opportunity to be represented by its own counsel in connection with the preparation, execution and delivery of this Agreement.
- 22.8 Whenever from the context it appears appropriate, each term stated in either the singular for the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

IN WITNESS WHEREOF, the Company and the undersigned Members and Manager have duly executed this Agreement effective the date first above written.

WITNESSES: (As to All)

MEMBER / MANAGER:

VITAL INTERESTS LLC



By: Matthew O'Hayer, Managing Member

EXHIBIT A

MEMBERS	ADDRESSES	CAPITAL CONTRIBUTIONS	MEMBERSHIP INTERESTS / SHARING RATIOS
VITAL INTERESTS LLC	2309 S. 4th Street, Austin, Texas, 78704	100%, including any property and services set forth below.	100%