

LIMITED LIABILITY COMPANY AGREEMENT

OF

SEWARD PARTNERS LLC

This Limited Liability Company Agreement (this "Agreement") of **SEWARD PARTNERS LLC** (the "Company") is made as of the 14th day of March, 2019 by **MARIO J. PALUMBO**, as member (the "Member").

WITNESSETH:

WHEREAS, the Member desires to execute this limited liability company agreement and to thereby organize the Company on and subject to the terms, conditions and provisions herein contained.

NOW, THEREFORE, the Member, intending to be legally bound, hereby enters into this limited liability company agreement for the Company and organizes the Company on and subject to the following terms, conditions and provisions:

ARTICLE ONE

NAME, PLACE OF BUSINESS, PURPOSE AND TERM

Section 1.1 Name.

The name of the limited liability company formed hereby is Seward Partners LLC.

Section 1.2 Purpose.

The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.

Section 1.3 Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, Delaware 19904.

Section 1.4 Registered Agent.

The name of the registered agent of the Company for service of process in the State of Delaware is United Corporate Services, Inc.

Section 1.5 Principal Business Office.

The principal business office of the Company shall be located at c/o Millennium Partners, 1995 Broadway, 3rd Floor, New York, New York 10023, or at such other location as may hereafter be determined by the Member.

Section 1.6 Member.

The name of the Member is as set forth above in the preamble to this Agreement.

Section 1.7 Powers.

The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein. Debbie Goldman and Eric R. Landau, Esq. are hereby designated as authorized persons, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 1.8 Term.

The Company shall continue in full force and effect until December 31, 2089 (the "Term") unless dissolved prior thereto by the terms of this Agreement or by law. The Company shall dissolve upon the happening of any of the following events:

- Member;
- (i) the bankruptcy, dissolution, withdrawal or removal of the
 - (ii) the election by the Member; or
 - (iii) the expiration of the Term of the Company or of the term of the Member under the terms of the formation and organizational documents of the Member (as defined herein).

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the certification of cancellation is filed with the Secretary of State of the State of Delaware. Notwithstanding the dissolution of the Company, prior to the termination of

the Company, the business of the Company and the affairs of the Member shall continue to be governed by this Agreement.

Section 1.9 Management.

(a) All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the sole and exclusive direction of, the Member acting through officers appointed by the Member (the "Officers"). Without limiting the generality of the foregoing, the Officers shall establish overall policies for the Company, set long-range plans and objectives, approve the hiring and termination of all employees of the Company, set compensation levels for all employees of the Company, approve budgets and business plans for the Company and approve financial commitments by the Company.

(b) The Officers shall be appointed from time to time by the Member and each shall continue to serve until a successor is appointed by the Member and qualified. Each Officer may resign at any time by giving written notice to the Company and the Member and such resignation shall be effective at the time such notice is given or, if a later date is provided in the notice, on such later date. Acceptance of such notice by the Member is not required to make the resignation effective.

(c) Any person or entity dealing with the Company, the Member or any Officer may rely upon a certificate signed by any Officer as to:

- (1) the identity of the Member or any Officer;
- (2) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by an Officer or in any other manner germane to the affairs of the Company;
- (3) the persons who are authorized to execute and deliver any instrument or document on behalf of the Company; or
- (4) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Member.

(d) The day-to-day operations of the Company shall be under the control of the Officers. The Officers of the Company, if deemed necessary by the Member, shall include a president, a treasurer and a secretary and such other officers as the Member may from time to time consider appropriate. Such Officers shall exercise such duties as customarily pertain to such offices as determined by the Member.

(e) The Officers of the Company appointed by the Member shall hold office until their successors are chosen by the Member and qualify. Any officer may be

removed at any time by the Member. Any vacancy occurring in any office of the Company shall be filled by the Member.

(f) The initial Officers of the Company are set forth on Schedule A attached hereto, and each shall hold the offices corresponding to each of their respective names.

ARTICLE TWO

DEFINITIONS

Section 2.1 Unless the context requires otherwise, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires, and Article and Section references are references to the Articles and Sections of this Agreement. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The words “including” and “include” and other words of similar import shall be deemed to be followed by the phrase “without limitation.”

ARTICLE THREE

CONTRIBUTION AND DISTRIBUTIONS, TRANSFER OF INTERESTS; ADMISSION OF NEW MEMBERS

Section 3.1 Capital Contributions.

The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company; in such amounts and at such times as the Member may determine.

Section 3.2 Distributions.

Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

Section 3.3 Assignments.

The Member may transfer or assign in whole or in part its limited liability company interest.

Section 3.4 Admission of Additional Members.

One or more additional members of the Company may be admitted to the Company with the consent of the Member.

Section 3.5 Liability of Members.

The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required under the Act.

ARTICLE FOUR

MISCELLANEOUS

Section 4.1 Governing Law.

This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

Section 4.2 Treatment for Tax Purposes.

The Member hereby agrees to disregard the Company as a separate entity for tax purposes.

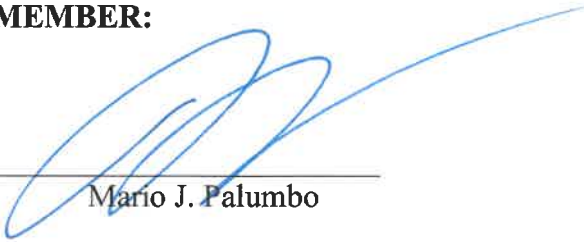
Section 4.3 Indemnification of the Organizer

The Company shall, to the full extent permitted by law, indemnify and hold harmless Debbie Goldman and Eric R. Landau, Esq. against any and all damages, costs or injury (including, but not limited to, all legal costs) incurred or sustained in connection with (i) the formation and organization of the Company in the State of Delaware and (ii) the qualification of the Company in any jurisdiction in which the Company may wish to conduct business.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first above written.

MEMBER:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Mario J. Palumbo

SCHEDULE A

The initial Officers of the Company are as follows:

Name

Office

Mario J. Palumbo

President and Secretary

Edward Wierzel

Chief Financial Officer