

4.5.4 The Members holding a majority of the Percentages are hereby authorized, upon the advice of the Company's tax counsel, to amend this Section IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V
Management: Rights, Powers, and Duties

5.1. **Management.** The Company shall be managed by JEFFREY P. WATSON. Except as otherwise provided in this Agreement, each Member shall have the right to act for and bind the Company in the ordinary course of its business.

5.2. **Meetings of and Voting by Members.**

5.2.1. A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his or her duly authorized attorney in fact.

5.2.2. Except as otherwise provided in this Agreement, wherever this Agreement requires the approval of the Members, the affirmative vote of the Members holding a majority or more of the Percentages then held by Members shall be required to approve the matter.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority of the Percentages then held by Members.

5.2.4. Except as otherwise provided in this Agreement, wherever the Act requires unanimous consent to approve or take any action, that consent shall be given in writing and, in all cases, shall mean, rather than the consent of all Members, the consent of a majority of the Members.

**CHAOS, LLC
OPERATING AGREEMENT**

This Operating Agreement (this "Agreement") of CHAOS, LLC, an Ohio Limited Liability Company (the "Company"), shall be effective as of March 24th, 2016, by and among the Company and JEFFREY P. WATSON, the person executing this Agreement as Member. (See Exhibit A for Member's address.)

**Section I
Definitions**

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

- 1.1 **"Act"** means the Ohio Limited Liability Company Act as set forth in Ohio Revised Code Chapter 1705, as amended from time to time.
- 1.2 **"Additional Member"** means a member other than the Initial Members or a Substitute Member who has acquired a Membership Interest in the Company.
- 1.3 **"Adjusted Capital Account Deficit"** means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:
- (i) the deficit shall be decreased by the amounts which the Interest Holder is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and
 - (ii) the deficit shall be increased by the items described in Regulation Section 1.704-1 (b)(2)(ii) (d)(4), (5), and (6).
- 1.4 **"Admission Agreement"** means the agreement between an Additional Member and the Company pursuant to which the Additional Member acquires his or her Membership Interest in the Company.
- 1.5 **"Agreement"** means this Agreement, including all Admission Agreements and amendments adopted in accordance with the Agreement, and the Ohio Limited Liability Company Act.
- 1.6 **"Articles"** means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State of Ohio.