

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "VERSITY EQUITYCO II, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF MARCH, A.D. 2022, AT 9:58 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "VERSITY EQUITYCO II, LLC".




Jeffrey W. Bullock, Secretary of State

6684448 8100H
SR# 20221077400

Authentication: 202957605
Date: 03-21-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:58 PM 03/17/2022
FILED 09:58 PM 03/17/2022
SR 20221055622 - File Number 6684448

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is _____
Versity EquityCo II, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1201 N. Orange St., Suite 7044 (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Sorensen Entity Services LLC

By: _____

Authorized Person

Name: Chris Sorensen

Print or Type

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VERSITY EQUITYCO II, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF APRIL, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VERSITY EQUITYCO II, LLC" WAS FORMED ON THE SEVENTEENTH DAY OF MARCH, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6684448 8300

SR# 20221349325

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203121235

Date: 04-07-22

**LIMITED LIABILITY COMPANY AGREEMENT
OF
VERSITY EQUITYCO II, LLC,
a Delaware limited liability company**

This Limited Liability Company Agreement (together with the schedules and exhibits attached hereto, and as amended, restated or supplemented or otherwise modified from time to time, this "Agreement") of Versity EquityCo II, LLC, a Delaware limited liability company (the "Company"), is made and entered into as of April 12, 2022 by Versity EquityCo Parent II, LLC, a Delaware limited liability company, as the sole Member of the Company and Versity Invest, LLC, a Delaware limited liability company, as the initial Manager. Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The Member, by execution of this Agreement, hereby acknowledges the formation of the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), and any successor statute, as amended from time to time (the "Act"), and this Agreement. The parties hereto hereby agree as follows:

Section 1. Name. The name of the limited liability company formed hereby is Versity EquityCo II, LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 20 Enterprise, Suite 400, Aliso Viejo, CA 92656 or such other location as may hereafter be determined by the Manager.

Section 3. Registered Office. The registered office of the Company in the State of Delaware shall be the office of the initial agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) the Member may designate in the manner provided by the Act.

Section 4. Registered Agent. The agent for service of process on the Company in the State of Delaware shall be the initial agent named in the Certificate of Formation or such other person as the Member may designate in the manner provided by the Act.

Section 5. Member. The mailing address of the Member is 20 Enterprise, Suite 400, Aliso Viejo, CA 92656. The Member may act by written consent.

Section 6. Certificate of Formation. Chris Sorensen, as an "authorized person" within the meaning of the Act, executed, delivered and filed a Certificate of Formation and filed it with the Delaware Secretary of State as required by the Act, and upon such filing, his powers as an "authorized person" ceased, and the Manager of the Company thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Manager may execute and file any amendments to the Certificate of Formation from time to time in a form prescribed by the Act. The Manager also shall cause to be made, on behalf of the Company, such additional filings and recordings as the Manager shall deem necessary or advisable.

Section 7. Purpose. Notwithstanding anything to the contrary contained in this Agreement or in any other document governing the formation, management or operation of the Company, the sole purpose of the Company shall be (A) owning the Equity Interests in a Depositor (as defined in the Loan Agreement), (B) entering into the Loan Agreement and the other Loan Documents and the transactions contemplated thereby to which it is a party, and (C) engaging in any lawful act or activity and exercising any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

Section 8. Powers. The Company, and the Manager on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 above, and (ii) shall have and exercise all the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management.

(a) Manager. The business and affairs of the Company shall be managed by or under the direction of a manager, which is hereby designated as a "manager" of the Company within the meaning of Section 18-101(12) of the Act (the "Manager").

(b) Appointment of Manager. Versity Invest, LLC, a Delaware limited liability company, is hereby appointed as the initial Manager of the Company. Subject to the remainder of this Section 9, the term of the Manager shall continue until its resignation.

(c) Powers. Except as otherwise set forth herein, the Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7 above, the Manager has the authority to execute documents on behalf of, and to bind, the Company.

(d) Action by Written Consent. The Manager shall have the right and authority to act by written consent.

(e) Compensation of the Manager; Expenses. The Manager shall not be entitled pursuant to this Agreement to any compensation for serving in such capacity or reimbursement for its direct expenses, if any, incurred in connection with serving as the Manager.

(f) Manager as Agent. To the extent of its powers set forth in this Agreement, the Manager is an agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers set forth in this Agreement shall bind the Company.

(g) No Voluntary Resignation. The Manager may not voluntarily resign as the manager of the Company, without the prior written consent of (A) the Member and (B) until the Obligations have been indefeasibly paid in full, the Administrative Agent.

(h) Removal of Manager; EOD. Until the Obligations have been indefeasibly paid in full, the Administrative Agent may remove the Manager as the manager of the Company by delivering written notice to the Company, the Manager and the Member at any time permitted

under Section 11.2(a)(iii) of the Loan Agreement; provided, that (A) the Manager shall be automatically removed as a manager of the Company immediately upon the Manager's receipt of such notice and no further action shall be required to effectuate such removal from its position as manager of the Company, (B) the Administrative Agent may require the Member to appoint a replacement manager of the Company as may be designated by the Administrative Agent and (C) Administrative Agent shall serve as the replacement manager of the Company until the appointment of the replacement manager of the Company in accordance with clause (B) above.

(i) Removal of Manager; Pledge Transfer. Concurrently with the consummation of a Pledge Transfer, (A) the Manager shall be automatically removed as a manager of the Company and no further action shall be required to effectuate such removal from its position as manager of the Company, (B) the Administrative Agent may require the Company to appoint a replacement manager of the Company as may be designated by the Administrative Agent and (C) Administrative Agent shall serve as the replacement manager of the Company until the appointment of the replacement manager of the Company in accordance with clause (B) above.

Section 10. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager of the Company.

Section 11. Capital Contributions. The Member has contributed to the Company the capital contribution listed on Schedule B attached hereto.

Section 12. Additional Contributions. The Member shall make capital contributions to the Company in an amount equal to the applicable Required Equity Contribution as and when required pursuant to the Loan Agreement. To the extent that the Member makes an additional capital contribution to the Company, the Manager shall revise Schedule B of this Agreement.

Section 13. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 14. Distributions. Distributions of capital shall be made to the Member at the times and in the aggregate amounts determined by the Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution of capital to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law or the Loan Documents.

Section 15. Books and Records; Accounts. The Manager shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Manager. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents at any time and shall have access to all bank accounts of the Company at all times. The Company's books of account shall be kept using the method of accounting determined by the Manager. The Company's independent auditor, if any, shall be an independent accounting firm selected by the Manager.

Section 16. Reports. The Manager shall, after the end of each fiscal year, use reasonable efforts to cause the Company's independent accountants, if any, to prepare and transmit to the Member as promptly as possible any such tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

Section 17. [Reserved].

Section 18. Exculpation and Indemnification.

(a) Neither the Member, the Manager, nor any employee or agent of the Company nor any employee, representative, agent, member, manager or Affiliate of the Member or the Manager (collectively, the "Covered Persons") shall, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud, gross negligence or willful misconduct.

(b) A Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's fraud, gross negligence or willful misconduct; provided, however, that any indemnity under this Section 18 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) Expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 18.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or

authorization granted by the Company in accordance with this Agreement or any other Covered Person.

(f) Notwithstanding anything to the contrary contained herein, until the Obligations have been indefeasibly paid in full, any obligation that the Company or any of its Subsidiaries has to any Covered Person, including any claim for indemnity at Law or in equity or based on this Agreement, the Company's other Governing Documents or the Governing Documents of any of its Subsidiaries or any claim for payment under this Section 18, shall be fully subordinated in right to payment to the Obligations, and, to the fullest extent permitted by law, shall not constitute a claim against the Company or any of its Subsidiaries until the Obligations have been indefeasibly paid in full; provided, that upon the consummation of a Pledge Transfer, any existing or future claims by a Covered Person that is an Affiliate of the Company (determined immediately prior to the consummation of such realization), that would have been covered under the indemnification obligations of the Company set forth herein, shall be released, discharged and terminated, and the Member acknowledges and agrees that the foregoing Covered Persons have been advised of such release, discharge and termination. Any amounts collected or received by a Covered Person from the Company or any of its Subsidiaries, including with respect to any claim for indemnity at Law or in equity or based on this Agreement, the Company's other Governing Documents or the Governing Documents of any of its Subsidiaries or any claim for payment under this Section 18 prior to such time that the Obligations have been indefeasibly paid in full, shall be held in trust for the Administrative Agent, on behalf of the Lenders under the Loan Agreement, and shall forthwith be paid over to the Administrative Agent to be credited and applied against the Obligations.

(g) The foregoing provisions of this Section 18 shall survive any termination of this Agreement.

Section 19. Assignments. No limited liability company interest in the Company may be transferred or assigned, in whole or in part, without the prior written consent of (a) the Member and (b) until the Obligations have been indefeasibly paid in full, the Administrative Agent; provided, that, no consent or approval of the Company, the Member, the Manager, the Administrative Agent or any other Person shall be required to consummate a Pledge Transfer or any transfer or assignment by any successor Member thereafter. Subject to Section 21 of this Agreement, if the Member transfers all of its limited liability company interest in the Company pursuant to this Section 19, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective upon such transfer and the Member shall cease to be a member of the Company. Any successor to a Member by merger or consolidation in compliance with the Loan Documents shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

Section 20. Resignation. Except in connection with a Pledge Transfer, the Member may not resign as a member of the Company. If the Member is permitted to resign pursuant to this Section 20, a new member shall be admitted to the Company, subject to Section 21 of this Agreement, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective upon such resignation and the resigning Member shall cease to be a member of the Company.

Section 21. Admission of Additional Members.

(a) One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, that, notwithstanding the foregoing, until the Obligations have been indefeasibly paid in full, no additional Member may be admitted to the Company without the prior written consent of the Administrative Agent; provided, further, that no consent or approval of the Company, the Member, the Manager, the Administrative Agent or any other Person shall be required to admit the recipient of the Equity Collateral as a result of a Pledge Transfer or any transfer or assignment by any successor Member thereafter.

(b) Notwithstanding any provision in the Act or any other provision contained herein to the contrary, (i) the initial Member shall be permitted to pledge and, upon a Pledge Transfer, to transfer or assign to the Administrative Agent or its designee the Equity Collateral pursuant to the terms of Parent Pledge Agreement; and (ii) concurrently with the consummation of a Pledge Transfer, (A) the initial Member shall automatically cease to be a member of the Company, (B) the recipient of the Equity Collateral as a result of such Pledge Transfer shall automatically be admitted as a successor member of the Company with all of the rights and obligations of a member of the Company hereunder, and (C) no further action shall be required on the part of the Company, the initial Member or any other Person to effectuate the foregoing clauses (A) and (B). From and after the automatic admission of the successor member of the Company in accordance with this Section 21(b), the successor member may (x) exercise all the rights and powers of a member of the Company pursuant to this Agreement, including the right to vote or give approvals, consents, ratifications or waivers; and (y) to the extent not so registered, cause the Company to register the transfer or assignment of the limited liability company interest of the Company in the Company's books maintained for such purpose.

(c) The Company acknowledges that the pledge of the Equity Collateral pursuant to the Parent Pledge Agreement shall be a pledge not only of profits and losses of the Company, but also a pledge of all rights and obligations of the initial Member, in its capacity as a member of the Company, including the right to vote, manage or give approvals, consents, ratifications or waivers. The Collateral Agent shall be entitled to take any action and exercise any right to vote or give approvals, consents, ratifications or waivers in respect of the Equity Collateral in its capacity as attorney-in-fact as set forth therein or pursuant to any power of attorney or proxy granted thereunder during any applicable period as provided in the Parent Pledge Agreement (the "Voting Period") and any such rights as exercised by the Collateral Agent shall be valid and effective hereunder. During the Voting Period, the initial Member, in its capacity as a member of the Company, shall not be entitled to take any action or exercise any right to vote or give approvals, consents, ratifications or waivers in respect of the Equity Collateral.

(d) Until the Obligations have been indefeasibly paid in full, none of the Company, Member or the Manager shall issue or permit the issuance of any additional limited liability company interests of the Company (other than the initial issuance of limited liability company interests of the Company to the initial Member prior to the date of this Agreement) without the prior written consent of the Administrative Agent.

Section 22. Dissolution.

(a) Subject to Section 34(c), the Company shall dissolve upon any act or event causing the dissolution of the Company under the Act, unless, if permitted by the Act, the Company is continued in accordance with the Act

(b) Notwithstanding any other provision of this Agreement, any action initiated by or brought against the Member or any additional member under any Creditors Rights Laws shall not cause the Member or additional member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, the Member, and any additional member, waives any right it might have to agree in writing to dissolve the Company upon the occurrence of any action initiated by or brought against the Member, or additional member under any Creditors Rights Laws, or the occurrence of an event that causes the Member, or additional member, to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement, and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 23. Waiver of Partition; Nature of Interest. To the fullest extent permitted by law, each of the Member and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 14 hereof. The interest of the Member in the Company is personal property.

Section 24. Tax Status. It is intended that the Company shall be a disregarded entity for federal, state and local income tax purposes.

Section 25. Benefits of Agreement; No Third-Party Rights. Subject to the next sentence, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or any other member admitted to the Company, and nothing in this Agreement shall be deemed to create any right in any Person not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person. Notwithstanding the foregoing, Administrative Agent and the Collateral Agent are intended third-party beneficiaries of each of the provisions of this

Agreement as to which they have or are given rights and such provisions are enforceable by the Administrative Agent and the Collateral Agent.

Section 26. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 27. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

Section 28. Binding Agreement. The parties hereto agree that this Agreement constitutes the legal, valid and binding agreement of the parties hereto.

Section 29. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 30. Amendments. This Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member and the Company; provided that until the Obligations have been indefeasibly paid in full, this Agreement may not be amended, altered, changed or repealed (in whole or in part) without the prior written consent of the Administrative Agent.

Section 31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 32. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered or sent by generally recognized overnight courier service, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2 of this Agreement, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto, and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party in accordance with the terms of this Section 32.

Section 33. Certificates.

(a) Each limited liability company interest of the Company shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the UCC (including Section 8-102(a)(15) thereof), and (ii) the corresponding provisions of the UCC of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions of Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the UCC, such provision of Article 8 of the UCC shall control.

(b) Each limited liability company interest of the Company shall be represented by a certificate in substantially the form of Exhibit A attached hereto (a "LLC Certificate") and, accordingly, each limited liability company interest of the Company shall be deemed to be a "certificated security" within the meaning of the UCC. Each LLC Certificate shall be executed by the Manager or any other authorized person on behalf of the Company. Each LLC Certificate shall bear the following legend: "This certificate evidences [X]% of the limited liability company interests in [NAME OF COMPANY] and shall be a security for purposes of Article 8 of the Uniform Commercial Code of the States of Delaware and New York" (with the applicable percentage of limited liability company interests of the Company appropriately inserted). The foregoing legend shall not be amended, and no such purported amendment to the foregoing legend shall be effective until all outstanding LLC Certificates have been surrendered for cancellation.

(c) Without any further act, vote or approval of the Member, the Manager or any other Person, the Company shall issue a new LLC Certificate in place of any LLC Certificate previously issued if the owner of limited liability company interests of the Company represented by such LLC Certificate, as reflected on the books and records of the Company:

(i) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued LLC Certificate has been lost, stolen, misplaced or destroyed;

(ii) requests the issuance of a new LLC Certificate before the Company has notice that such previously issued LLC Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with such surety or sureties as the Company may direct, to indemnify the Company against any claim that may be made on account of the alleged loss, theft, misplacement or destruction of the previously issued LLC Certificate; and

(iv) satisfies any other reasonable requirements imposed by the Company.

(d) Upon the Member's transfer in accordance with the provisions of this Agreement of any or all limited liability company interests of the Company represented by a LLC Certificate, the transferee of such limited liability company interests shall deliver such LLC Certificate to the Company for cancellation, and the Company shall thereupon issue a new LLC Certificate to such transferee for the percentage of limited liability company interests in the Company being transferred and, if applicable, cause to be issued to the Member a new LLC Certificate for that percentage of limited liability company interests in the Company that were represented by the canceled LLC Certificate and that are not being transferred. For the avoidance of doubt, delivery of the certificate for cancellation and issuance of a new certificate shall not be a condition for the effectiveness of any Pledge Transfer.

(e) The Company shall maintain books for the purpose of registering the transfer of limited liability company interests of the Company. Except in connection with any Pledge Transfer, the transfer of any portion of the limited liability company interests of the Company represented by a LLC Certificate shall be effective upon registration of the transfer in the Company's books.

(f) In the event of any conflict or inconsistency between the terms, provisions and conditions of this Section 33 and any other terms, provisions and conditions of this Agreement, the terms, provisions and conditions contained in this Section 33 shall control and govern.

Section 34. Single Purpose / Separateness.

(a) Until such time as the Obligations shall be paid and performed in full, the Company shall perform and adhere to the covenants and agreements set forth in Exhibit B attached hereto.

(b) As long as any portion of the Obligations (other than Obligations which by their terms survive repayment) remains outstanding, except as expressly permitted pursuant to the terms of the Loan Documents, (i) the Company's last Member may not resign, and (ii) no additional member shall be admitted to the Company.

(c) As long as any portion of the Obligations (other than Obligations which by their terms survive repayment) remains outstanding: (i) the Company shall be dissolved, and its affairs shall be wound up, only upon the first to occur of the following: (A) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company, unless the business of the Company is continued in a manner permitted by this Agreement or the Act, or (B) the entry of a decree of judicial dissolution under Section 18-802 of the Act; (ii) upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company (other than (A) upon an assignment by the member of the Company of all of its limited liability company interests in the Company and the admission of the transferee, if permitted pursuant to this Agreement and the Loan Documents, or (B) the resignation of the member of the Company and the admission of an additional member of the Company, if permitted pursuant to this Agreement and the Loan Documents), to the fullest extent permitted by law, the personal representative of such last remaining member shall be authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in the Company agree in writing (1) to continue the existence of the Company and (2) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the member of the Company in the Company; (iii) the bankruptcy of any member of the Company shall not cause such member to cease to be a member of the Company, and upon the occurrence of such event, the business of the Company shall continue without dissolution; (iv) in the event of the dissolution of the Company, then the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets and properties of the Company in an orderly manner), and the assets and properties of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act; and (v) to the fullest extent permitted by applicable law, the Member hereby irrevocably waives any right or power that it might have to cause the Company or any of its assets or properties to be partitioned, to cause the appointment of a receiver for all or any portion of the assets or properties of the Company, to compel any sale of all or any portion of the assets or properties of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company.