

EXHIBIT G-1

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF LMX LABS, LLC

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of LMX LABS, LLC** (such agreement, as amended from time to time, shall be referred to herein as this “**Agreement**”), effective as of February 26, 2020 (the “**Effective Date**”), is entered into by each of those Members (as hereinafter defined) executing this Agreement from time to time in accordance with the terms hereof.

EXPLANATORY STATEMENT

A. The Company was formed pursuant to a Certificate of Formation (the “**Certificate**”) filed with the Secretary of State of Delaware on December 23, 2019, and has been operating pursuant to the provisions of the Company’s Limited Liability Company Agreement dated as of December 23, 2019 (the “**Original LLC Agreement**”).

B. The Members have determined to amend and restate the Original LLC Agreement to, among other things, establish a Board of Directors of the Company and otherwise govern the management and operation of the Company and the relationship of the parties in accordance with the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Section I **Defined Terms**

In addition to any terms that are defined in the text of this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit B of this Agreement.

Section II **Formation and Name; Office; Purpose; Term**

The Company was formed upon the execution and filing of the Certificate with the Secretary on December 23, 2019. The name of the Company shall be “LMX Labs, LLC.” The Company may do business under that name and under any other name or names upon which the Members may determine. The purposes of the Company shall be to engage in any lawful act or activity for which limited liability companies may be organized under the Act as determined by the Members. The term of the Company began upon the filing of the Certificate and shall continue in perpetual existence until dissolved pursuant to this Agreement. The registered office of the Company in the State of Delaware shall be as set forth in the Certificate. The principal office and place of business of the Company shall be located at 444 W. Lake Street, Suite 900, Chicago, IL 60606, or at such other place as the Members may designate from time to time.

The name and address of the Company's registered agent in the State of Delaware shall be as set forth in the Certificate. The name, present mailing address, taxpayer identification number and Percentage Interest of each Member are set forth on Exhibit A. The Members shall have the right to admit additional Members from time to time as they determine in their sole discretion. If at any time the Members deem it to be in the best interest of the Company to raise additional equity capital to properly carry out the Company's business and operations, the Members shall have the right to (i) raise additional equity capital for infusion into the Company from Members or other Persons on terms that may be senior to, junior to, or on parity with, the terms of the Interests held by then existing Members, and (ii) to admit the Persons investing such equity capital as additional Members. In addition, the Company may obtain funds through loans (which may be made by a Member) having such terms and conditions as the Members, in their reasonable discretion, deem to be in the best interest of the Company. The Members shall amend Exhibit A from time to time to reflect changes in the identity of the Members and changes in information set forth on Exhibit A. This Agreement is the limited liability company agreement of the Company within the meaning of the Act.

Section III **Capital**

It is acknowledged that Holdings has made all capital contributions to the capital of the Company required to be made by Holdings as of the date hereof. From time to time the Members may, but shall not be obligated to, contribute additional capital or make loans to the Company, all at such times and upon such terms as the Members shall approve, acting in their sole discretion. No Member or Interest Holder shall be required to contribute any additional capital to the Company, and no Member or Interest Holder shall have any personal liability for any obligations of the Company.

Section IV **Profit, Loss and Distributions**

Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders, at such time as determined by the Board, in proportion to the Interest Holders' respective Percentage Interest. All Profit or Loss shall be allocated to the Interest Holders in proportion to their respective Percentage Interest. If the Company is dissolved, the assets of the Company shall be distributed as provided in **Section VII**.

Section V **Management of the Company**

(a) **Management by the Members**. Subject to **Section V(b)**, the Company shall be managed by and all decisions regarding the Company shall be made by the Members. An act of a Majority-in-Interest of the Members shall be the act of the Members hereunder.

(b) **Delegation of Authority to the Board of Directors**. Notwithstanding **Section V(a)** above, except as otherwise set forth herein, including, but not limited to, **Section V(h)**, the Members hereby delegate authority over the business and affairs of the Company to a Board of Directors of the Company (the "**Board**"). Except as otherwise specifically provided herein, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or

appropriate to accomplish the purposes of the Company as set forth herein. Except as otherwise provided herein or expressly authorized by the Board, no Member of the Company, and no other Person, shall have the authority or power, directly or indirectly, to act as agent of the Company for any purpose, engage in any transaction, make any commitment, enter into any contract or incur any obligation (whether as principal, surety or agent) in the name of the Company or in any other way bind the Company or hold itself out as acting for or on behalf of the Company. Any attempted action in contravention of **Sections V(a)-(g)**, shall be null, void *ab initio* and not binding upon the Company, unless ratified or authorized in writing by the Board.

(c) **Number; Election; Tenure; Compensation; Reimbursement.** Commencing on the date of this Agreement, the Board shall consist of five (5) directors (the “**Directors**”). The Directors shall be appointed by a Majority-in-Interest of the Members: provided, however, that at all times that not fewer than thirty-five percent (35%) of the Directors shall be “public directors”, as such term is defined by applicable CFTC regulation (“**Public Directors**”), as determined by a Majority-in-Interest of the Members. Subject to applicable law, the number of Directors constituting the Board may be increased or decreased from time to time by a Majority-in-Interest of the Members; provided that the Board shall consist of not fewer than five (5) Directors. No Director shall be entitled to be compensated for any services provided to the Company, except as authorized in writing by the Board. The Company shall reimburse each of the Directors for reasonable business expenses incurred by any such Director on behalf of the Company, which expenses will be treated as expenses of the Company.

(d) **Resignation.** Each Director shall hold office until his or her successor is appointed and has qualified, or until his or her earlier resignation or removal. A Director may resign at any time by giving written notice to the Board. A resignation shall be effective upon receipt thereof by the Board unless the notice specifies a future date. The acceptance of a resignation shall not be necessary to make it effective. Any one or more of the Directors (i) shall automatically, without any further action by the Board or the Members, be removed from such position due to such Director’s death, and (ii) may be removed from such position, either with or without cause, at any time by the consent of a Majority-in-Interest of Members. Following the resignation of any Director, such Director and the Persons described in **Section VIII** shall remain entitled to indemnification from the Company to the extent available under such Section with respect to any matter arising prior to its or their resignation.

(e) **Vacancy.** Any vacancies occurring on the Board shall be filled by a Majority-in- Interest of the Members; provided that at all times at least thirty-five percent (35%) of the Directors shall be Public Directors and any vacancies with respect to Public Directors shall be filled by the Board.

(f) **Meetings of the Board.**

(i) **Time and Place.** Meetings of the Board shall be held at the principal place of business of the Company or at any other place that at least two-thirds (2/3) of the Directors determine. At any meeting, any Director may participate by telephone or similar communication equipment, provided each Director who is participating in the meeting can hear each of the other Directors who are participating in the meeting. Persons present by telephone or similar communication equipment shall be deemed to be present “in person” for the purposes of the meeting. Meetings shall be held in accordance with a schedule established by the Board. In addition, at any time two-thirds (2/3) of the Directors may call a meeting of the Board upon at least one (1) Business Day’s prior notice to the other

Directors, provided such notice may be waived by all of the Directors for any individual meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of the meeting, except where such Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and notes such objection on the record. If a Director is unable to attend a meeting of the Board, such Director shall have the right to designate another Person to attend such meeting of the Board in a non-participating, non-voting observer capacity. Notwithstanding any other provision of this Agreement to the contrary, a notice pursuant to this Section may be given orally or otherwise as set forth in Section X of this Agreement.

(ii) Quorum and Voting. Each Director shall have one (1) vote in all matters requiring a vote of the Board. A majority of the entire Board shall constitute a quorum at any meeting of the Board. The act of a majority of the Directors at any duly constituted meeting, if a quorum is present, shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Director(s) present thereat may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall have been obtained. Any meeting not resumed, or if resumed not completed, during the originally scheduled time for such meeting, shall be deemed concluded at the end of such scheduled time; provided that this provision may be waived by all of the Directors present at any such meeting. Subject to Section V(h), all actions and decisions of the Board, once approved in accordance herewith, shall be binding on the Company and Member.

(iii) Written Consents in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action(s) so taken, shall be signed by a majority of the Directors.

(g) Committees.

(i) Designations and Powers. The Board may in its sole discretion, but subject to any requirements under applicable law, including, but not limited to, the CEA and CFTC regulations promulgated thereunder, (x) appoint one or more committees of the Board consisting of one or more of the Directors of the Company or other individuals and authorize and adopt a charter for such committee setting forth such committee's powers, authorities and responsibilities (a "**Charter**"), (y) designate one or more Directors or other individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and (z) appoint a chairperson of any such committee. The number of Directors or other individuals serving on any committee may, subject to any requirements under applicable law, including, but not limited to, the CEA and CFTC regulations promulgated thereunder, be increased or decreased from time to time by the Board. Any such committee, to the extent provided in a resolution of the Board or in this Agreement, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company.

(ii) Exchange Participant Committee. The Board shall appoint an Exchange Participant Committee (the "**Exchange Participant Committee**") which will consist of such number of Directors as established by resolution adopted by the Board, provided that the Exchange

Participant Committee shall at all times consist of not less than thirty-five percent (35%) Public Directors. The Exchange Participant Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(iii) Exchange Practices Committee. The Board shall appoint an Exchange Practices Committee (the “**Exchange Practices Committee**”) which shall consist of such number of Directors as established by resolution adopted by the Board, provided that the Exchange Practices Committee shall at all times consist of not less than thirty-five percent (35%) Public Directors. The Exchange Practices Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(iv) Nominating Committee. The Board shall appoint a Nominating Committee (the “**Nominating Committee**”) which shall consist of such number of Directors as established by resolution adopted by the Board; provided that the Nominating Committee shall at all times consist of not less than fifty-one percent (51%) Public Directors. The Nominating Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(v) Regulatory Oversight Committee. The Board shall appoint a Regulatory Oversight Committee (the “**Regulatory Oversight Committee**”) which shall consist of such number of Directors as established by resolution adopted by the Board, provided that the Regulatory Oversight Committee shall at all times consist entirely (100%) of Public Directors. The Regulatory Oversight Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(vi) Meetings of Committees. Meetings of any committee may be held at any time or place as shall be determined by resolution of the committee, the chairperson of the committee or any two (2) members of the committee. Notice of any meeting of a committee shall be given in the same manner as notice of any meeting of the Board as provided in **Section V(e)(i)**. A majority of the entire committee shall constitute a quorum at any meeting of a committee. The act of a majority of the members of a committee at any duly constituted meeting, if a quorum is present, shall be the act of the committee. Any action required or permitted to be taken at any meeting of a committee may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed the requisite number of members of such committee. Any member of a committee may participate by telephone or similar communications equipment, provided each member who is participating in the meeting can hear each of the other members who are participating in the meeting. Persons present by telephone or similar communications equipment shall be deemed to be present “in person” for the purposes of the meeting. The foregoing shall be subject to the specific terms of each committee’s Charter and in the event of an inconsistency between a Charter and this Agreement, the terms of such Charter shall govern.

(vii) Reports to the CFTC. In the event that the Board rejects any recommendation or supersedes any action of the Regulatory Oversight Committee or the Exchange Participant Committee, the Company shall prepare and submit to the CFTC a report detailing (w) the recommendation or action of the Regulatory Oversight Committee or the Exchange

Participant Committee, as applicable, (x) the rationale for such recommendation or action, (y) the rationale of the Board for rejecting such recommendation or superseding such action, and (z) the course of action the Board decided to take contrary to such recommendation or action.

(h) Required Member Consent. Notwithstanding anything to the contrary contained herein, the Board shall not approve or undertake or authorize any other Person to approve or undertake, and shall not have the power or authority to approve or authorize any other Person to approve or undertake any of the following actions with respect to the Company without the prior written consent of a Majority-in-Interest of the Members:

- (i) enter into or approve an equity incentive plan, option plan, appreciation plan, phantom plan, profit participation or similar rights plan with respect to the Company;
- (ii) make any loans or advances to any Person other than in the ordinary course of business;
- (iii) incur any capital expenditure or expense, or enter into any commitment for any such capital expenditure or expense (whether in cash, by check, or otherwise) in excess of \$200,000;
- (iv) permit any Member to voluntarily withdraw or otherwise resign as a Member from the Company;
- (v) sell, lease, encumber, transfer or otherwise dispose of any assets of the Company or any of its Subsidiaries, having a value in excess of \$200,000;
- (vi) create, incur, assume or suffer to exist any indebtedness in respect of money borrowed (regardless of the time period for repayment of such indebtedness), in excess of \$200,000;
- (vii) redeem, repurchase or otherwise acquire any Interest or any other equity interests of the Company or any interests or instruments directly or indirectly convertible, excisable or exchangeable for Interest or other equity interests of the Company, or accept any additional capital contributions;
- (viii) acquire any securities, debt, or other assets of any party, other than in connection with the operation of the business of the Company in the ordinary course of business;
- (ix) change or expand the current business of the Company or enter into new or related lines of business;
- (x) offer, issue, or sell to any Person an Interest or other equity interest of the Company or any interest or other instruments directly or indirectly convertible, exercisable, or exchangeable for equity interests of the Company, or accept any additional capital contributions;
- (xi) admit new Members or substituted Members;

(xii) enter into (directly or indirectly) any transaction with any Member or affiliate of the Company or other affiliates, any of their respective affiliates, or any entity in which any Member or other affiliate of the Company or any of their respective affiliates may have an interest;

(xiii) become subject to any agreement or instrument which by its terms would (under any circumstances) restrict the Company's or any of its Member's right to carry on its business or perform any of its obligations under the Certificate or this Agreement;

(xiv) approve or take any action in connection with a conversion of the Company into one or more different entities or forms, including, but not limited to, a conversion into a corporation;

(xv) change or amend the Company's organizational documents (including the Certificate and this Agreement) or make any other change in the rights, preferences, or privileges of the Members, or any change in the capital structure of the Company, except as otherwise provided in this Agreement;

(xvi) enter into an agreement regarding, or consummate, a Sale Transaction;

(xvii) merge or consolidate the Company with any Person pursuant to a transaction that does not constitute a Sale Transaction;

(xviii) take or effect any action that would render the Company bankrupt or insolvent or cause the termination, dissolution, liquidation or winding up of the Company; or

(xix) take or effect any action that specifically requires the consent or approval of the Members pursuant to the terms of this Agreement.

(i) Officers. Any Officer authorized and appointed to act by the Board shall have full power and authority to act for and bind the Company for the purposes so authorized or appointed and third parties may rely upon such authorization or appointment. The Officers of the Company may include a chief executive officer, a chief regulatory officer, and such other Officers as the Board may establish. Each Officer shall hold office until his or her successor is elected or appointed or until his or her earlier displacement from office by resignation, removal or otherwise; provided that if the term of office of any Officer elected or appointed pursuant to this **Section V** shall have been fixed by the Board, he or she shall cease to hold such office no later than the date of expiration of such term, regardless of whether any other person shall have been elected or appointed to succeed him or her. Any Officer may resign by written notice to the Company and may be removed with or without cause by the Board whenever in its judgment the best interests of the Company will be served thereby.

(j) Disciplinary Panels. The Board may, in its sole discretion, but subject to any requirements under applicable law, including, but not limited to, the CEA and CFTC regulations promulgated thereunder, establish one or more disciplinary panels, including, but not limited to, a disciplinary panel for appeals (each a "**Disciplinary Panel**"), each of which generally shall be responsible for conducting hearings, rendering decisions, and imposing sanctions with respect to disciplinary matters as determined by the Board. Except as the Board may otherwise determine from time-to-time, each Disciplinary Panel

shall be comprised of three individuals, at least one of whom would qualify as a Public Director, and such person will chair the Disciplinary Panel. The number of individuals serving on any Disciplinary Panel (each a “**Disciplinary Panel Member**”) may, subject to any requirements under applicable law, be increased or decreased from time to time by the Board. The Disciplinary Panel Members shall be appointed by the Board and may be removed from such position, either with or without cause, at any time by the Board.

Section VI **Transfer and Resignation**

Except as otherwise expressly permitted by this Agreement, no Member shall have the right, without the prior written consent of the Members, to Transfer all or any part of such Member’s Membership Rights; provided, however, that if the Transfer is a transfer by operation of law by reason of the death of an individual Person, the dissolution of a non-individual Person or otherwise, and if the result of such Transfer would be the Resignation of the last remaining Member in the Company, then the transferee(s) will be automatically admitted as Member(s) in the Company (it being agreed that in the case of death of an individual Person, the estate of such Person shall automatically be admitted as a Member, subject to the remainder of this **Section VI**); provided further that any of such transferee(s) may elect, at any time on or before ninety (90) days after such Transfer to such transferee, to Resign as a Member in the Company, such Resignation to be effective retroactive to the date of such Transfer. Except as provided in the preceding sentence, no Member shall have the right to Resign without the prior written consent of a Majority-in-Interest of the Members. The Company shall not be obligated to purchase the Interests of any Person who has Resigned for its fair value or otherwise.

Notwithstanding any provision contained in this Agreement to the contrary, Holdings shall have the right, without the consent of the Members, to Transfer all or any part of Holdings’ Membership Rights, and such transferees shall automatically be deemed to be admitted as a Member in the Company. For purposes of this Agreement, a Transfer of Interests and other Membership Rights shall include any Transfer of any direct or indirect ownership interests in a Member and any change in the power of a Person to direct the business and affairs of the Member by virtue of ownership of voting securities, contract or otherwise. The Interests and other Membership Rights are securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware. Interests and Membership Rights shall not be certificated. The transferee of a Transfer for collateral purposes shall not be admitted as a Member in the Company until such time, if any, as the transferee has realized upon the Membership Rights pledged to it or has acquired such Membership Rights in lieu of such realization and such transferee expressly agrees in writing to be bound to the terms and conditions of this Agreement.

Section VII **Dissolution**

The Company shall be dissolved only if a Majority-in-Interest of the Members determines to dissolve the Company or if the Company has no Members and no Interest Holder agrees in writing, within thirty (30) days after the occurrence of the event pursuant to which the last Person ceased to be a Member, to become a Member and be bound by the terms and conditions of this Agreement. If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to non-Interest Holder creditors of the Company in satisfaction of the liabilities of the Company, second, to creditors of the Company who are also Interest Holders in

satisfaction of the liabilities of the Company but not including those liabilities to the Interest Holders in their capacity as Interest Holders, and then to the Interest Holders in proportion to their Percentage Interest.

Section VIII **Liability and Indemnification**

(a) Except as otherwise required by non-waivable provisions of applicable law or as expressly set forth in this Agreement, no Interest Holder shall have any personal liability whatsoever in such Interest Holder's capacity as an Interest Holder in excess of its capital contribution, whether to the Company, to any of the other Interest Holders, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, other than arising out of a breach of this Agreement by such Interest Holder, actions by such Interest Holder prohibited by this Agreement or as provided in any other written agreement between the Company and such Interest Holder.

(b) None of the Members, the Directors, Disciplinary Panel Members or Officers shall be personally liable for the return of any portion of the capital contributions (or any return thereon) of the Interest Holders and the return, if any, of such capital contributions (or any return thereon) shall be made solely from assets of the Company. None of the Members or the Directors shall be required to pay to the Company or any Interest Holder any deficit in any Interest Holder's capital account upon dissolution of the Company or otherwise. None of the Members, the Directors or Officers shall be liable, responsible or accountable, in damages or otherwise, to any Interest Holder or to the Company for any act performed by such Member, the Directors or Officer within the scope of the authority conferred on the Members and the Directors by this Agreement, except for gross negligence, fraud, bad faith or a material breach of this Agreement.

(c) The Company shall, to the fullest extent permitted by the Act, indemnify and hold harmless the Interest Holders, Members, Disciplinary Panel Members, Directors and their respective partners, stockholders, members, Officers, trustees, advisory board members, directors, employees, attorneys and agents and other affiliates (collectively, the "**Indemnified Parties**") from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company or by reason of the fact that such Person is or was an Interest Holder, Member, Disciplinary Panel Member, Director, Officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, trustee, member, disciplinary panel member, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, including, but not limited to, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the investigation and defense of any actual or threatened action, proceeding or claim, unless the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based arose out of such Indemnified Party's gross negligence or were performed or omitted fraudulently or in bad faith by such Indemnified Party or constituted a material breach of this Agreement. If any claim for indemnification is based on a claim by a third party (a "**Third Party Claim**"), the Indemnified Party in question shall give prompt written notice thereof to the Company and shall permit the Company to defend and/or settle such Third Party Claim, so long as it does so diligently and in good faith; provided, however, that no compromise or settlement of any claim may be effected by the Company without the Indemnified Party's consent (which will not be unreasonably withheld, conditioned or delayed) unless the sole relief provided is monetary damages that are paid in full

by the Company. Any such indemnification shall only be from the assets or insurance of the Company and no Interest Holder shall be required to contribute capital to the Company to satisfy any such indemnification. Any such indemnification shall be paid by the Company in advance of the final disposition of any such action, proceeding or claim upon receipt of an undertaking by or on behalf of the Indemnified Party seeking advancement to repay the amount advanced should it ultimately be determined that the Indemnified Party was not entitled to be indemnified hereunder or under the Act.

Section IX **Books, Accounting, and Tax Matters Partner**

All funds of the Company shall be deposited in such bank or other investment accounts as the Board shall approve. All such accounts shall be in the Company's name. The annual accounting period of the Company shall be the calendar year. Harsha Bhat shall be the "**Partnership Representative**" of the Company as such term is defined in Code Section 6223 (the "**Code**"), and such individual shall serve as such at the expense of the Company with all powers granted to a Partnership Representative partner under the Code; however, the Partnership Representative shall not make any election for the purposes of determining who should pay tax liabilities of an adjustment with respect to any taxable year without the prior approval of the Board. Each Member agrees that if the Company as provided in this section elects the alternative audit regime with respect to any such adjustment, such Member shall pay such Member's tax liabilities resulting from the Member's applicable apportion share of the adjustment, even if such Member is no longer a Member in the Company in the year of determination. The Company shall not be obligated to pay any fees or other compensation to the Partnership Representative in his capacity as such, provided that the Company shall reimburse the Partnership Representative for any and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' and other professional fees) incurred by him in his capacity as Partnership Representative. The Company shall indemnify, defend and hold the Partnership Representative harmless from and against any loss, liability, damage, cost or expenses (including reasonable attorneys' fees) sustained or incurred as a result of any act or decision concerning Company tax matters and within the scope of its responsibilities as Partnership Representative, provided that the Partnership Representative shall have acted in good faith and shall not be guilty of willful misconduct or gross negligence. The Members' obligations under this section shall survive the termination of this Agreement.

Section X **General Provisions**

(a) Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted under this Agreement must be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by recognized overnight delivery service. A notice must be addressed to an Interest Holder or Member at the Interest Holder's or Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. Notices shall be deemed given upon receipt or refusal to accept delivery. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

(b) This Agreement constitutes the complete and exclusive statement of the agreement among the Members and supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty.

(c) This Agreement may not be amended without the written consent of a Majority- in-Interest of the Members.

(d) This Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

(e) This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

(f) Nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

(g) Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

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Signature Page Follows.]**

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IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement as of the date first set forth above.

MEMBER:

[REDACTED]

DocuSign Envelope ID: 835D58F7-BA41-45F4-B564-84DC0C114412

EXHIBIT A

**NAME, ADDRESS, TAXPAYER IDENTIFICATION NUMBER
AND PERCENTAGE INTEREST**

Address and Taxpayer Identification Number

Percentage Interest

[REDACTED]

EXHIBIT B

Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural forms of the terms so defined).

“**Act**” means the Delaware Limited Liability Company Act, as amended from time to time.

“**Board**” shall have the meaning set forth in **Section V** of this Agreement.

“**Business Day**” means any day other than Saturday, Sunday, and a day on which the commercial banks are authorized or required to close in Chicago, Illinois.

“**Cash Flow**” means the revenues and other cash receipts of the Company minus the expenditures of the Company. Cash Flow will not include reserves established by the Board from time to time except to the extent released from the reserves in question for distribution.

“**CEA**” means the Commodity Exchange Act, as amended.

“**CFTC**” means the U.S. Commodity Futures Trading Commission.

“**Code**” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“**Company**” means the limited liability company formed in accordance with the Certificate.

“**Disciplinary Panel**” shall have the meaning set forth in **Section V** of this Agreement.

“**Disciplinary Panel Member**” shall have the meaning set forth in **Section V** of this Agreement.

“**Interest**” means a membership interest in the Company entitling the holder thereof to receive a share of the Profits and Losses of, and the right to receive distributions from, the Company in accordance with the terms of this Agreement.

“**Interest Holder**” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“**Majority-in-Interest of the Members**” means the Member or Members with a Percentage Interest exceeding fifty percent (50%).

“**Member**” means each Person signing this Agreement and any Person who subsequently is admitted as a member in the Company.

“**Membership Rights**” means all of the rights of a Member in the Company, including a Member’s: (i) Interests; (ii) right to inspect the Company’s books and records; and (iii) right to vote on matters coming before the Members, if any.

“**Officer**” means any individual from time to time authorized or appointed by the Board to act as an officer or representative of the Company on a general basis or for a specific purpose, which individual shall act for and bind the Company as authorized by the Board.

“**Percentage Interest**” means, for any Interest Holder, the percentage interest of such Interest Holder in the Company as set forth on Exhibit A.

“**Person**” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

“**Profit**” and “**Loss**” mean, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company’s taxable income or loss determined in accordance with the Code.

“**Resignation**” (including its correlative meanings, “Resign” or “Resigned”) means a Member’s resignation from the Company by any means.

“**Sale Transaction**” shall mean any transaction pursuant to which the Company sells its business by (i) a sale or conveyance of all or substantially all of the Company’s assets to any Person, (ii) a sale or conveyance of all or substantially all of the equity interest in the Company to any Person, or (iii) a merger or consolidation of the Company with any Person pursuant to which the Members (and their affiliates) immediately prior to such merger or consolidation shall own, immediately after giving effect thereto, less than a majority of the equity interest of the surviving entity (or its parent) or the purchasing entity (or its parent), as the case may be.

“**Secretary**” means the Secretary of State of the State of Delaware.

“**Transfer**” means, when used as a noun, any direct or indirect sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means to, directly or indirectly, sell, hypothecate, pledge, assign, or otherwise transfer.