

**Governing Documentation of TeraExchange, LLC and  
Certificates of Good Standing**

Included in this Exhibit are the following documents:

Certificate of Formation of TeraExchange, LLC  
Limited Liability Company Agreement of TeraExchange, LLC  
Certificate of Good Standing of TeraExchange, LLC

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TERAEXCHANGE, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JULY, A.D. 2013, AT 6:19 O'CLOCK P.M.

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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0580720

DATE: 07-12-13

STATE OF DELAWARE

CERTIFICATE OF FORMATION

OF

TERAEXCHANGE, LLC

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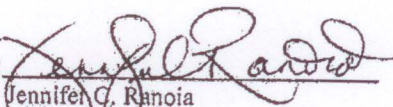
The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Company") is TeraExchange, LLC.

SECOND: The name and address of the registered agent of the Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801.

THIRD: This Certificate of Formation shall be effective on the date of filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on July 11, 2013.

By:   
Jennifer C. Ranoia  
Authorized Person

EAST56779547.1



## LIMITED LIABILITY COMPANY AGREEMENT

OF

### TERAEXCHANGE, LLC

This Limited Liability Company Agreement (this "Agreement") of **TERAEXCHANGE, LLC** (the "Company"), is made as of the 11th day of July, 2013 by **TERA GROUP, INC.**, a Delaware corporation, as member (the "Member").

#### WITNESSETH:

WHEREAS, the Company was formed as a limited liability company on July 11, 2013 by the filing of a certificate of formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "Act"); and

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 is TERAEXCHANGE, 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 Act and engaging in any and all activities necessary or incidental to the foregoing.

Section 1.3 Principal Office. The location of the principal office of the Company shall be 25 DeForest Avenue, Summit, New Jersey 07901, or such other location as the member may from time to time designate.

Section 1.4 Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.



Section 1.5 Registered Agent. The name of the registered agent of the Company for service of process in the State of Delaware is Corporation Service Company.

Section 1.6 Members.

(a) Initial Member. The name and the business, residence or mailing address of the Member are as follows:

<u>Name</u>	<u>Address</u>
Tera Group, Inc.	25 DeForest Avenue Summit, NJ 07901

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

Section 1.7 Powers. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board (as defined below). The Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take any and all actions as it may in its sole discretion deem necessary, advisable or convenient to carry out any and all of the objectives and purposes of the Company.

Section 1.8 Term. The term of the Company shall be perpetual, unless the Company is dissolved and terminated in accordance with Section 1.9.

Section 1.9 Termination; Effect of Termination.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon the dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Board under this Agreement shall continue.



(c) 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 as follows: (i) first, to the creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file (or shall cause to be filed) a certificate of cancellation in accordance with the Act.

## ARTICLE TWO

### MANAGEMENT AND CONDUCT OF BUSINESS

#### Section 2.1 Management.

(a) Composition; Term. The business and affairs of the Company shall be conducted and managed by (or under the direction of) a board of managers (the "Board") comprised of not fewer than three (3) persons (collectively, the "Managers" and each a "Manager"), who shall be elected, designated or appointed by the Member and who shall be the "managers" of the Company within the meaning of the Act. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, which number may be increased or decreased by the Member at any time in its sole and absolute discretion, provided, that such number shall not be fewer than three. The initial number of Managers shall be three (3) and the initial Managers shall be Leonard T. Nuara, Christian D. Martin and Danial Droste. Each Manager elected, designated or appointed by the Member shall hold such office until a successor is elected, designated or appointed or until such Manager's earlier death, resignation or removal. Managers need not be a member.

(b) Removal; Resignation; Vacancies. Any Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of the Member. A Manager may resign at any time from the Board by delivering his written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective. If any person serving as a Manager resigns, is removed or is otherwise replaced, such person shall automatically, and without any action by the Board or the Member, cease to be a Manager, and the person elected, designated or appointed as a replacement manager by the Member to fill such vacancy shall automatically become a Manager.

(c) Meetings. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by



means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board.

(d) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Binding Act. Each Manager shall have one vote on all matters submitted to the Board. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

(f) Action By Written Consent. Notwithstanding anything herein to the contrary, any action of the Board may be taken without a meeting if a written consent of a majority of the Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

(g) Reimbursement. Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Agreement shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(h) Officers. The Board may appoint individuals as officers of the Company (collectively, the "Officers" and each, an "Officer") as it deems necessary, advisable or desirable to assist them in managing the business and operations of the Company and the Board may delegate to such Officers such power and authority as the Board deems necessary, advisable or desirable. Such appointed officers shall have the responsibility and authority to implement the policies and decisions of the Managers. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Each Officer shall hold such office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board (acting by majority vote of all Managers other than the Officer being considered for removal, if applicable) with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them from time to time by written action of the Managers not inconsistent with this



Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company. Each Officer shall have a duty of loyalty and care similar to that of officers of business corporations organized under the General Corporation Law of the state of Delaware. 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.

Section 2.2 Allocation of Time. The Managers shall devote such time and attention to the business and affairs of the Company as is reasonably necessary to manage the Company's business in the best interests of the Company, but it is understood and agreed that the Managers have other business interests and therefore shall not be obligated to devote their time exclusively to the business of the Company.

Section 2.3 Other Business. The Member and the Managers and any person or entity affiliated with the Member or the Managers may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others, whether or not any such business venture competes with the Company. Neither the Company nor the Member or Managers shall have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 2.4 Conflicts of Interest. Any person, firm, corporation or other entity retained by the Managers in connection with the operation and management of the business of the Company may also be employed or retained by the Members or the Managers in connection with other business ventures of the Member or the Managers, and the Member or the Managers or a member of the family or an affiliated entity of the Member or Manager may be directly or indirectly interested in or connected with any person, firm, corporation or other entity so employed by the Company or from whom the Company may buy merchandise, services or other property.

### ARTICLE THREE

#### CONTRIBUTIONS; DISTRIBUTIONS; TAX MATTERS

Section 3.1 Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

Section 3.2 Additional 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 forms, and at such times, as the Member may determine.

Section 3.3 Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.



Section 3.4 Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state and local tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

**ARTICLE FOUR**

**RESTRICTIONS ON TRANSFER**

Section 4.1 Assignments. Subject to all applicable laws and the rules and regulations of the Securities and Exchange Commission ("SEC") and the Commodity Futures Trading Commission ("CFTC"), the Member may assign all or any part of its limited liability company interest at any time, and, unless the Member otherwise provides, any transferee shall become a substituted member automatically. In the event there is more than one Member, any Member may assign all or any part of its limited liability company interest only with the consent of all other Members, and any such transferee may only become a substituted member with the consent of all other Members.

**ARTICLE FIVE**

**LIMITATIONS UPON LIABILITY; INDEMNIFICATION**

Section 5.1 Liability of Member. To the fullest extent permitted under the Act, no Member will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 5.2 Liability of the Managers. To the fullest extent permitted under the Act, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

Section 5.3 Indemnification. To the fullest extent permitted under the Act, the Member and each Manager shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member or any Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not



constituting negligence or gross negligence) performed or omitted by the Member or any Manager on behalf of the Company; provided, however, that any indemnitee under this Section 5.3 shall be provided out of and to the extent of the Company assets only, and neither the Member nor any other person or entity shall have any personal liability on account thereof.

## ARTICLE SIX

### MISCELLANEOUS

Section 6.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

Section 6.2 Amendments. Amendments to this Agreement may be made only with the written consent of the Member. Notwithstanding the foregoing, this Agreement shall be amended from time to time as and when required, in the sole discretion of the Member, to conform to applicable law and any and all rules and regulations of the SEC and CFTC.

Section 6.3 Severability. In the event that any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

Section 6.4 Organizers; Indemnification. Michael E. Helmer, Esq. is 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. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless Michael E. Helmer, 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.

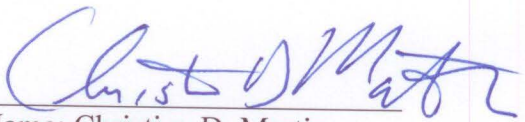
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IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first above written.

**MEMBER**

By: TERA GROUP, INC., a Delaware corporation

By: 

Name: Christian D. Martin

Title: CEO and Chairman of the Board

SCHEDULE A

The initial Officers of the Company are as follows:

Name

Title

Christian D. Martin

Chief Executive Officer

Leonard T. Nuara

President, Treasurer and Secretary

Daniel Droste

Chief Architect



# Delaware

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TERAEXCHANGE, 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 TWENTY-SEVENTH DAY OF JANUARY, A.D. 2020.*

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



  
Jeffrey W. Bullock, Secretary of State

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You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

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