

RENTDUE CAPITAL FUND 1 LLC

OPERATING AGREEMENT

Effective Date: December 12, 2024 (Updated Jan 29 2025)

State of Formation: Wyoming

Manager: RENTDUE Capital LLC

Fund Type: Private Options Trading Fund

TABLE OF CONTENTS

1. Organization & Purpose

- 1.1 Formation
- 1.2 Business Purpose
- 1.3 Principal Office
- 1.4 Term
- 1.5 No Partnership Intended

2. Capital Contributions & Shares

- 2.1 Initial & Additional Contributions
- 2.2 Valuation of Capital Contributions
- 2.3 Member Withdrawal & Liquidation Rights
- 2.4 Transfer of Interest

3. Profit Distributions

- 3.1 Weekly Profit Calculation
- 3.2 Quarterly Distribution Options
- 3.3 Distribution Priority

4. Risk Management & Trading Strategy

- 4.1 Trading Methodology
- 4.2 No Guarantees on Returns

5. Management & Operations

- 5.1 Role of the Manager
- 5.2 Compensation of the Manager
- 5.3 Manager's Authority
- 5.4 Limited Liability of Manager
- 5.5 Right to Amend Agreement

6. Taxation & Accounting

- 6.1 Tax Structure
- 6.2 Creditor Protection

7. Transfer of Interest & Right of First Refusal

- 7.1 Right of First Refusal

8. General Provisions

- 8.1 Governing Law
- 8.2 Dispute Resolution
- 8.3 Confidentiality

9. Signatures

10. General Matters

11. Definitions and Interpretation

1. ORGANIZATION & PURPOSE

1.1 Formation

RENTDUE Capital Fund 1 LLC ("Company") is a Wyoming limited liability company, formed to manage investor capital through options trading. The Company operates in compliance with all applicable laws and regulations.

1.2 Business Purpose

The primary purpose of the Company is to generate returns for Accredited Investors through a disciplined options trading strategy, focused on risk management and capital growth. The Company does not engage in real estate investments or other asset classes.

1.3 Principal Office

The Company's principal office is located at:

1611 E 2450 S B2, St. George, UT 84790

1.4 Term

The Company shall continue in existence until dissolved according to this Agreement or by operation of law.

1.5 No Partnership Intended

This Agreement establishes an LLC structure, not a partnership, for tax or legal purposes.

2. CAPITAL CONTRIBUTIONS & SHARES

2.1 Initial & Additional Contributions

- The minimum investment is \$100,000.

- Each \$1,000 contributed = 1 share in the Fund.
- Investors must be Accredited
- Additional investments require a new subscription agreement and issuance of new shares.

2.2 Valuation of Capital Contributions

- The Company values all capital contributions at \$1,000 per share.
- No external appraisal or valuation process is required.

2.3 Member Withdrawal & Liquidation Rights

- Members may close out and liquidate 100% of their capital and interest upon request.
- Withdrawals require all trades to be closed first, after which funds will be available within 5 business days.

2.4 Transfer of Interest

- Membership interests cannot be transferred or sold without Manager approval.
- The Company has the right of first refusal on any proposed transfer.

3. PROFIT DISTRIBUTIONS

3.1 Weekly Profit Calculation

- Profits and losses are calculated weekly and added to Members' balances.
- The Fund's management fee is deducted weekly before gains are distributed.

3.2 Quarterly Distribution Options

Members may elect to:

1. Reinvest gains (compound returns).
2. Withdraw all or some profits quarterly. (See 2.3 about closing account)

3.3 Distribution Priority

Profits are distributed as follows:

- 70% to Class A Shareholders (Investors).
- 30% to Class B Shareholders (Manager).

4. RISK MANAGEMENT & TRADING STRATEGY

4.1 Trading Methodology

The Company employs a disciplined options trading strategy, primarily focused on:

- SPY, QQQ, and large-cap stocks.
- Using support/resistance levels for entry and exit points.
- Risk management principles that limit drawdowns.

4.2 No Guarantees on Returns

- The risk profile can change and this Agreement is not a guarantee and may be adjusted at any time at the manager's discretion. Investments are subject to market risk, and no guarantees are made regarding future profits or performances.

5. MANAGEMENT & OPERATIONS

5.1 Role of the Manager

The Manager, RENTDUE Capital LLC, is responsible for:

- Manage funds and raise capital.
- Determining profit distributions.
- Handling all administrative functions.
- Hire and manage traders.
- Changing brokerages as needed.
- Employing necessary agents, traders, accountants, and attorneys.

5.2 Compensation of the Manager

The Manager receives:

- 30% of net trading profits.
- No salary, but reimbursed for reasonable expenses incurred in Fund operations.

5.3 Manager's Authority

The Manager has full discretion over:

- Trading strategy and execution.
- Admitting new investors and traders
- Managing withdrawals and distributions.
- Amending non-material terms of the Agreement.

5.4 Limited Liability of Manager

- The Manager is not personally liable for any Member's capital contributions.
- The Manager waives any fiduciary duties beyond those expressly stated in this Agreement.

5.5 Right to Amend Agreement

The Manager may amend this Agreement without Member approval for administrative changes or necessary legal compliance.

6. TAXATION & ACCOUNTING

6.1 Tax Structure

- The Company is taxed as a partnership under IRS rules.
- Members receive a K-1 tax form annually.

6.2 Creditor Protection

- Charging Order Sole Remedy: If a creditor obtains a judgment against a Member, the creditor's sole remedy is a charging order against distributions.
- The creditor will not have any management or voting rights in the Fund.

7. TRANSFER OF INTEREST & RIGHT OF FIRST REFUSAL

7.1 Right of First Refusal

- If a Member wants to transfer their shares, other Members have 30 days to match the purchase offer before the shares may be sold externally.
- The Manager must approve any transfers.

8. GENERAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Wyoming**.

8.2 Dispute Resolution

Any disputes shall be resolved through binding arbitration see section 10.

8.3 Confidentiality

- All Fund-related information is confidential.
- Members may not disclose investment details without Manager approval.

9. SIGNATURES

By signing below, the undersigned acknowledge their acceptance of this Operating Agreement and agree to be bound by its terms.

10. GENERAL MATTERS

10.1 Expenses

Except as otherwise provided in this Agreement, the Company shall pay all expenses, including legal, accounting, and financial advisory fees, incurred in preparing, executing, amending, or waiving this Agreement and completing the transactions contemplated by it.

10.2 Binding Effect

This Agreement binds and benefits the Members and their respective successors, personal representatives, heirs, and assigns, subject to transfer restrictions outlined in this Agreement.

10.3 Further Assurances

Each Member agrees to provide additional documents and take necessary actions to carry out the provisions and transactions of this Agreement upon request by the Company or any Member.

10.4 No Waiver

Failure to enforce any provision of this Agreement does not constitute a waiver of future enforcement. A waiver of any breach does not apply to any other breaches.

10.5 No Duty to Mail Articles of Organization

The Manager has no obligation to provide copies of the Articles of Organization or amendments to Members unless required by law.

10.6 Governing Law

This Agreement is governed by the laws of Wyoming, without regard to conflict-of-law principles.

10.7 Venue; Submission to Jurisdiction

Any disputes must be brought in state or federal courts in Wyoming, and Members consent to the jurisdiction and venue of these courts.

10.8 Waiver of Jury Trial

All parties waive the right to a jury trial for disputes arising from this Agreement.

10.9 Equitable Remedies

A breach of this Agreement may result in irreparable harm. The non-breaching party is entitled to equitable relief, including specific performance or injunctive relief, without the necessity of proving damages.

10.10 Attorneys' Fees

If a dispute arises from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

10.11 Remedies Cumulative

All remedies provided in this Agreement are cumulative and do not exclude any other remedies available by law or equity.

10.12 Notices

Notices must be in writing and delivered by hand, overnight courier, email (with confirmation), or certified mail to the last known address of the recipient. Members must notify the Company of any address changes within five days.

10.13 Severability

If any provision of this Agreement is held to be invalid, the remaining provisions remain enforceable. The parties will negotiate in good faith to replace an invalid provision with a legally enforceable one that aligns with the original intent.

10.14 Separate Counsel

Each party acknowledges that this Agreement resulted from arms-length negotiations and that they have been advised to seek independent legal counsel.

10.15 Entire Agreement

This Agreement constitutes the entire agreement between the parties, superseding all prior agreements, written or oral. No representations outside this Agreement are binding.

10.16 No Third-Party Beneficiaries

Except as explicitly stated, this Agreement benefits only the parties and their legal successors, not any third parties.

10.17 Amendments

Except as otherwise provided, amendments require a written instrument executed by the Manager and the Members. The Manager may update the Schedule of Members without Member consent after new issuances, redemptions, or transfers.

Manager: 
[Signature] _____
RENTDUE Capital LLC

SCHEDULE A
SCHEDULE OF MEMBERS

Member	Initial Capital Contribution	Ownership
(Reserved for Investors)	Indefinite	100% of Class A Membership Units Interest (Non-Voting)
RENTDUE Capital LLC	Services	100% of Class B Membership Units Interest (Voting)

11. Definitions and Interpretation

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Wyoming Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires an Interest and is admitted as a Member according to Section 14.07. An *Additional Member* may be either a Voting Member or Non-Voting Member.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

- increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Affiliate

Affiliate means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons:

- a Member;
- a Member's Immediate Family member; or

- a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members.

For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

(e) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(f) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

- constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;
- consents or approvals; and
- orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(g) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Wyoming Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(h) Assignee

Assignee means the recipient of an Interest by assignment.

(i)Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv) (d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Manager so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(j)Budget

Budget means the monthly and annual operating budgets for the Company for the upcoming Taxable Year. The submission must include capital and operating expense budgets, cash-flow projections, covenant compliance calculations of all outstanding and projected indebtedness, and profit-and-loss projections, all itemized in reasonable detail.

(k)Capital Account

Capital Account means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(l)Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any

Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(m)Cause

Cause, with respect to any particular Service Provider, has the meaning set forth in any effective employment agreement, or other written contract of engagement entered into between the Company and the Service Provider. If none, *Cause* means any of the following acts by a Service Provider:

- repeatedly failing to substantially perform his or her duties as an employee or other associate of the Company (unless resulting from his or her disability) that, whether committed willfully or negligently, continues unremedied for more than 30 days after the Company has provided written notice of the failure (failing to meet financial performance expectations is not, by itself, a failure by the Service Provider to substantially perform his or her duties);
- committing fraud or embezzling;
- being materially dishonest or breaching a fiduciary duty against the Company;
- committing willful misconduct or gross negligence that injures the Company;
- being convicted of, or pleading guilty or *nolo contendere* to, a felony (or any state-law equivalent) or willfully or materially violating any federal, state, or foreign securities laws;

- being convicted of any other criminal act or act of material dishonesty, disloyalty, or misconduct that has a material adverse effect on the property, operations, business, or reputation of the Company;
- using, being under the influence, or possessing illegal drugs on the premises of the Company while performing any duties or responsibilities with the Company;
- materially violating any rule or policy of the Company; or
- materially breaching any covenant undertaken in Article Thirteen or any employment agreement, or any written nondisclosure, noncompetition, or nonsolicitation agreement with the Company.

If a court of competent jurisdiction (or an arbitrator in binding arbitration conducted by agreement of the Members) conclusively determines the issue of Cause against the Service Provider, any voting attributes of a Service Provider who is also a Voting Member will be disregarded in the vote to remove the Service Provider.

(n)Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(o)Company

Company means RENTDUE Capital Fund 1 LLC, an Wyoming limited liability company.

(p)Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(q)Company Representative

Company Representative is defined in Section 2.02.

(r)Fair Market Value

Fair Market Value is defined in Section 18.19.

(s)Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(t)Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses of descendants (but not a spouse who is legally separated from the person under a

decree of divorce or separate maintenance), brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(u)Indemnity Losses

Indemnity Losses is defined in Section 17.04.

(v)Interest

Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company. All Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member will acquire any interest in any of the assets of the Company. An Interest may be further defined as a *Voting Interest* or a *Non-Voting Interest*. Interests may be adjusted from time to time under Article Three.

(w)Legal Representative

With respect to any individual, *Legal Representative* means a person's guardian, conservator, executor, administrator, trustee, or any other person representing a person or the person's estate. With respect to any person, *Legal Representative* means all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of the person.

(x)Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(y)Manager

Manager means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

(z)Member

Member, without the qualifier *Voting* or *Non-Voting*, means any person designated in this Agreement as a Voting or Non-Voting Member or any person who becomes a Voting or Non-Voting Member under this Agreement.

(aa)Member Joinder

Member Joinder means the joinder agreement in form and substance attached to this Agreement.

(bb)Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(cc)Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(dd) Permitted Transfer; Permitted Transferee

A *Permitted Transfer* is an Interest transfer made under Article Fourteen. A *Permitted Transferee* is the recipient of a Permitted Transfer.

(ee) Protected Person

Protected Person means:

- each Member;
- each Member's officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or Legal Representative and each of their controlling Affiliates; and
- each of the Company's Manager, employees, and agents or Legal Representatives.

(ff) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(gg) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(hh) Service Provider

Service Provider means any employee, consultant, or other service provider of the Company.

(ii) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Manager. *Taxable Year* is synonymous with fiscal year for all purposes of this Agreement.

(jj) Third Party

Third Party means any person who:

- is not a Member of the Company;
- does not directly or indirectly own or have the right to acquire any outstanding Interests;
- is not a Permitted Transferee of any person who directly or indirectly owns or has the right to acquire any Interests; and
- is not an Affiliate.

With respect to any controversy concerning the Company, *Third Party* means an individual who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(kk) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful or
- constitutes fraud or willful misconduct.

(ll)Voting Interest; Non-Voting Interest

Voting Interest means an Interest that includes the right to consent or approve of certain Company actions. Each Voting Member holds a Voting Interest. *Non-Voting Interest* means an Interest that does not include the right to consent or approve of certain Company actions.

(mm)Voting Member; Non-Voting Member

Voting Member means any Member with a Voting Interest. A *Non-Voting Member* means a Member with a Non-Voting Interest. Except as otherwise specifically permitted by this Agreement or with the prior written consent of all the Voting Members, a Non-Voting Member has no right to vote or participate in the Company's management, or to act on behalf of the Company in any way or for any purpose.

2. Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a)Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b)Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c)Days and Business Days

In this Agreement, *days*, without further qualification, means calendar days and *business days* means any day other than a Saturday, Sunday or a day on which national banks are allowed by the Federal Reserve to be closed.

(d)Delivery

Delivery is taken in its ordinary sense and includes:

- personal delivery to a party;
- mailing by certified United States mail to the last known address of the party to whom delivery is made, with return receipt requested to the party making delivery;
- facsimile transmission to a party when receipt is confirmed in writing or by electronic transmission back to the sending party; or
- electronic mail transmission to a party when receipt is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery is the date of personal delivery or the date of the return receipt, if received by the sending party. If no return receipt is provided, the effective date is the date the transmission would have normally been received by certified mail if there is evidence of mailing.

(e)Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(f)Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may, is authorized to, is permitted to, is allowed to, has the right to,* or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(g)Assignment

In this Agreement, *assignment* includes any method—direct or indirect, voluntary or involuntary—by which the legal or beneficial ownership of any interest in the Company is transferred or changed, including:

- any sale, exchange, gift, or any other form of conveyance, assignment, or transfer;
- a change in the beneficial interests of any trust or estate that holds any interest in the Company and a distribution from any trust or estate;
- a change in the ownership of any Member that is a corporation, partnership, limited liability Company, or other legal entity, including the dissolution of the entity;
- a change in legal or beneficial ownership or other form of transfer resulting from the death or divorce of any Member or the death of the spouse of any Member;
- any transfer or charge under a charging order issued by any court; and

- any levy, foreclosure, or similar seizure associated with the exercise of a creditor's rights in connection with a mortgage, pledge, encumbrance, or security interest.

Assignment does not include any mortgage, pledge, or similar voluntary encumbrance or grant of a security interest in any Interests in the Company.

(h)References to Transfer, Transferor, and Transferee

In this Agreement, *transfer* includes any direct or indirect sale, transfer, assignment, pledge, encumbrance, hypothecation, or other disposition or attempted disposition. The term includes any involuntary transfer, such as a transfer that occurs by operation of law. If a person enters into a contract, option, or other arrangement or understanding to make a transfer, that contract, option, or other arrangement or understanding will itself be considered a *transfer*. When used as a verb, *transfer* has a correlative meaning. A person who makes a transfer may be referred to as a *transferor*, and a person who receives a transfer may be referred to as a *transferee*.

(i)References to Property or Assets

Any reference in this Agreement to *property* or *assets*, without further qualification, must be construed broadly to include, as to any person, all property of any kind—real or personal, tangible or intangible, legal or equitable—whether now owned or subsequently acquired. The following items are each considered *assets* or *property* of a person: money, stock, accounts receivable, contract rights, franchises, value as a going concern, causes of action, undivided fractional ownership interests, intellectual property rights, and anything of any value that can be made available for or appropriated to the payment of debts.

(j)References to Individuals and Entities

Unless further qualified in the context, any reference in this Agreement to a *person*, *party*, or *individual*, or the use of indefinite pronouns like *anyone*, *everyone*, *someone*, or *no one* must be construed broadly to include any individual, trust, estate, partnership, association, company, corporation, or other entity or non-entity capable of having legal rights and duties. *Person*, without further qualification, has the same broad meaning as defined in Code Section 7701(a)(1) and includes any individual, trust, estate, partnership, association, company, or corporation. The Company and its successors and assigns and each Member or Assignee and their successors, assigns, heirs, and personal representatives are all considered *persons* for purposes of this Agreement. *Natural person* is used to distinguish a human being from a *juridical person*, such as a trust, estate, partnership, association, company, or corporation.

(k)Internal References

Unless the context otherwise requires:

- reference to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement;
- reference to an agreement, instrument or other document means the agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by its provisions; and
- reference to a statute means the statute as amended from time to time and includes any successor legislation to it and any regulations promulgated under it.

The Exhibits referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement.

(l) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.