

**Exhibit G****Exhibit G**

Attach as Exhibit G, a copy of the constitution, articles of incorporation, formation or association with all amendments thereto, partnership or limited liability agreements, and existing bylaws, operating agreement, rules or instruments corresponding thereto, of the Applicant. Include any additional governance fitness information not included in Exhibit C. Provide a certificate of good standing dated within one week of the date of this Form DCM.

**Response:**

The Operating Agreement and the Certificate of Formation of the Exchange are attached as Exhibits G-1 and G-2.

A Certificate of Good Standing for the Exchange is attached as Exhibit G-3.

The first amendment to the QCX LLC agreement is attached as Exhibit G-4.

The second amendment to the QCX LLC agreement is attached as Exhibit G-5.



# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

8553940  
DAN SARFATI  
9972 MARSALA WAY  
DELRAY, FL 33446

09-10-2021

DESCRIPTION	AMOUNT
5229787 - QCX LIMITED LIABILITY COMPANY 8100 Certified Copy - 1 Copies	
<i>Expedite Certified 24 Hour</i>	<b>\$50.00</b>
5229787 - QCX LIMITED LIABILITY COMPANY Entity Status - Short Form	
<i>Certification Fee</i>	<b>\$50.00</b>
<i>Expedite Fee, 24 Hour</i>	<b>\$40.00</b>
5229787 - QCX LIMITED LIABILITY COMPANY 4800 Apostille 1 Copies	
<i>Apostille</i>	<b>\$30.00</b>
5229787 - QCX LIMITED LIABILITY COMPANY 8100 Certified Copy - 1 Copies	
<i>Certification Fee</i>	<b>\$50.00</b>
<i>Document Page Fee</i>	<b>\$2.00</b>
5229787 - QCX LIMITED LIABILITY COMPANY 4800 Apostille 1 Copies	
<i>Apostille</i>	<b>\$30.00</b>
<b>TOTAL CHARGES</b>	<b>\$252.00</b>
<b>TOTAL PAYMENTS</b>	<b>\$252.00</b>
<b>BALANCE</b>	<b>\$0.00</b>

# Apostille

*(Convention de La Haye du 5 Octobre 1961)*

1. *Country: United States of America*

*This public document:*

2. *has been signed by Jeffrey W. Bullock*

3. *acting in the capacity of Secretary Of State Of Delaware*

4. *bears the seal/stamp of Office Of Secretary Of State*

## Certified

5. *at Dover, Delaware*

6. *tenth day of September, A.D. 2021*

7. *by Secretary of State, Delaware Department of State*

8. *No.204124984*

9. *Seal/Stamp:*



10. *Signature:*

  
Jeffrey W. Bullock, Secretary of State

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "QCX LIMITED LIABILITY COMPANY" 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 TENTH DAY OF SEPTEMBER, A.D. 2021.



Jeffrey W. Bullock, Secretary of State

5229787 8300

SR# 20213204568

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

Authentication: 204124983

Date: 09-10-21

# Apostille

*(Convention de La Haye du 5 Octobre 1961)*

1. *Country: United States of America*

*This public document:*

2. *has been signed by Jeffrey W. Bullock*

3. *acting in the capacity of Secretary Of State Of Delaware*

4. *bears the seal/stamp of Office Of Secretary Of State*

## Certified

5. *at Dover, Delaware*

6. *tenth day of September, A.D. 2021*

7. *by Secretary of State, Delaware Department of State*

8. *No.204125013*

9. *Seal/Stamp:*



10. *Signature:*

  
Jeffrey W. Bullock, Secretary of State

# 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 "QCX LIMITED LIABILITY COMPANY", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2021, AT 12:55 O'CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

5229787 8100  
SR# 20213204568

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

Authentication: 204125012  
Date: 09-10-21

**STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY**

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

1. The name of the limited liability company is QCX LIMITED LIABILITY COMPANY

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By:  \_\_\_\_\_  
Authorized Person

Name: JUSTIN D. HERTZBERG, MANAGER  
Print or Type

**LIMITED LIABILITY COMPANY  
AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
QCX LIMITED LIABILITY COMPANY**

This Amended and Restated Limited Liability Company Operating Agreement (this "**Agreement**") of **QCX Limited Liability Company**, a Delaware limited liability company (the "**Company**"), is entered into by **QCL Quad Code USA Corporation**, a Delaware corporation, as the sole member (the "**Sole Member**" or "**Member**") of the Company, effective as of the 9th day of September, 2021 (the "**Effective Date**").

**WHEREAS**, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 1801, *et seq.*), as amended from time to time (the "**Act**"), by filing Certificate of Formation (the "**Certificate**") with the Department of State of the State of Delaware, Division of Corporations, on February 23, 2021;

**WHEREAS**, the Company plans to make a capital contribution (the "**QCX Contribution**") (Attached hereto as "**Exhibit A** ) and assign all of its membership interests of the Company to the Sole Member;

**WHEREAS**, on September, 2021, the Member executes a Written Consent ratifying the contribution of \$2,500 (Two Thousand Five Hundred U.S. Dollars and Zero Cents) to the Company (Attached hereto as "**Exhibit B**"); and

**WHEREAS**, the Sole Member desires to adopt this Agreement as the operating agreement of the Company in order to establish certain rules and procedures to govern the conduct of the business and affairs of the Company.

**NOW THEREFORE**, the Sole Member hereby agrees to the following:

1. **Name.** The name of the limited liability company is QCX Limited Liability Company. The business of the Company may be conducted under any other name deemed necessary or desirable by the Sole Member in order to comply with Delaware and applicable law.
2. **Purpose.** The Company is formed for the object and purpose of engaging business to be conducted and promoted by the Company and to exercise any powers permitted to limited liability companies organized under the Act that are necessary or incidental to the foregoing.
3. **Registered Office; Registered Agent.** The address of the registered office of the Company is in the State of Florida, and has a post address of 16738 Cannes Street, Delray Beach, FL 33446. The name of the registered agent of the Company for service of process on the Company is Corporation Service Company ("**CSC**") with a post address of 251 Little Falls Drive, Wilmington, DE, 19808.
4. **Member.** The name of the Sole Member is QCL Quad Code USA Corporation. The Sole Member was admitted as a Member of the Company upon the effectiveness of the QCX



*QCX, LLC Amended & Restated Limited Liability  
Company Operating Agreement*

Contribution (See "**QCX Limited Liability Company Written Consent**" attached hereto as "Exhibit B").

5. **Powers.** The business and affairs of the Company shall be managed by Justin D. Hertzberg (the "**Manager**"). The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Florida. The Manager, as authorized by the Sole Member, shall execute, deliver and file any other certificates, instruments, notices, documents (and any amendments and/or restatements thereof) necessary for the Company to carry out and exercise any and all business and affairs of the Company and to perform other undertakings such as to qualify the Company to do business in any jurisdiction in which the Company may wish to conduct business.
6. **Officers.** The Manager may appoint one or more officers ("**Officers**") of the Company and provide the power and authority that such Officers have.
7. **Capital Contributions.** The Sole Member has contributed to the Company as set forth on Exhibit "A" attached hereto and made a part hereof. The Sole Member may make such additional contributions to the Company as it deems necessary or advisable in connection with the business of the Company.
8. **Disregarded Entity.** The Company shall be treated as a disregarded entity of the Member within the meaning of Section 301.7701-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended from time to time. As such, the Company shall not maintain capital accounts or allocate income, gain, deduction or loss to the Member.
9. **Distributions.** Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Sole Member on account of its membership interest in the Company if such distribution would violate the Act or any other applicable law.
10. **Liability of Member.** The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.
11. **Dissolution.** The Company shall dissolve its existence and its affairs shall be wound up in compliance with the Act by (a) written consent of the Sole Member, (b) any time there are no members of the Company by a person appointed to wind up the Company's activities and affairs, unless the Company is continued in accordance with the Act, or (c) the entry of a decree of judicial dissolution under the Act ("**Event of Termination**"). Upon the Event of Termination, the Member, Officers or an authorized representative of the Company shall distribute the proceeds in the following order of priority, unless required by mandatory provisions of applicable law, (i) to pay all expenses, (ii) pay debts and creditors including expenses of liquidation, (iii) establishment of any reserve for any contingent or unforeseen liabilities or obligation, and (iv) lastly, to the Member. Upon compliance with the distribution plan, the Member or if there is no member an authorized representative of the

*QCX, LLC Amended & Restated Limited Liability  
Company Operating Agreement*

Company, shall execute, acknowledge and cause to file articles of dissolution with the Department of State.

12. **Transfers.** The Sole Member may transfer all or any part of its membership interests to any Person pursuant to a written assignment instrument. For purposes hereof, "Person" means any individual, partnership (whether general or limited), joint venture, limited liability company, corporation, trust, estate, association, government, nominee or other entity.
13. **Admission of Additional Members.** One or more additional Members of the Company may be admitted to the Company with the written consent of the Sole Member.
14. **Counterpart and Facsimile Signatures.** Actions taken by the Sole Member and Manager by written consent, pursuant to the Act, may be executed in one or more counterparts, all of which together shall constitute one and the same document and facsimile or electronic signatures shall have the same effect as original signatures.
15. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Florida, as if executed in Delray Beach, Florida, all rights and remedies being governed by said laws.

**SIGNATURES ON FOLLOWING PAGE**



**SOLE MEMBER**

**QCL QUAD CODE USA CORPORATION**

By: Justin D. Hertzberg  
Its: Director

State of Florida )

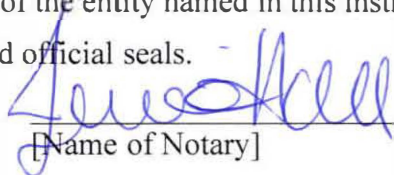
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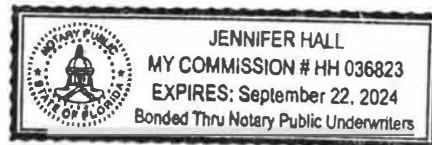
County of Palm Beach )

I CERTIFY that on the 9<sup>th</sup> of September, 2021, Justin D. Hertzberg, either known to me personally, or presented a valid Driver's License # 41032-424-81-141-0 came before me and stated to my satisfaction that:

- (a) is authorized to and did execute this instrument as Director of QCL QUAD CODE USA CORPORATION; and
- (b) Executed this instrument as the act of the entity named in this instrument.

In witness whereof, I hereunto set my hand and official seals.

  
[Name of Notary]



**“EXHIBIT “A”**  
**QCX, LLC CAPITAL CONTRIBUTIONS**

<u>Member Name</u>	<u>Capital Contribution</u>	<u>Membership Interests</u>
QCL Quad Code USA Corporation	\$2,500	100%
Total Units: 10,000		

**WRITTEN CONSENT  
OF  
THE  
MANAGER AND MEMBER OF  
QCX LIMITED LIABILITY COMPANY**

Each of the undersigned, being the manager (the "Manager") and sole member of **QCX LIMITED LIABILITY COMPANY**, a Delaware limited liability company (the "Company"), hereby consent to (this "Consent") and adopt each set of resolutions attached hereto, waives any required notice in connection therewith and approves the same effective as of the date (the "Effective Date") set forth above.

**1. Ratification of Company's Operating Agreement**

**WHEREAS**, Company filed its Certificate of Formation on June 25, 2021 with the Department of State for the State of Delaware, Division of Corporations; and,

**WHEREAS**, Justin D. Hertzberg, Manager for the Company and QCL Quad Code USA Corporation, a Delaware corporation ("Sole Member") with its principal offices located at 16738 Cannes Street, Delray Beach, FL 33446, desire to ratify the Company's Operating Agreement attached hereto as "Exhibit A".

**2. Funding & Capital Contribution**

**WHEREAS**, Justin D. Hertzberg, Manager for the Company and QCL Quad Code USA Corporation, as Sole Member desire to open a bank account at time and with a financial institution determined by the Sole Member, to which account Justin D. Hertzberg shall act as a signatory; and,

**WHEREAS**, the, as Sole Member desire to make a capital contribution in the amount of Two Thousand Five Hundred U.S. Dollars and Zero Cents (\$2,500).

**NOW, THEREFORE, BE IT RESOLVED**, that the undersigned Sole Member, being all the Sole Member of the Company, consent to, agree to and acknowledge the following resolutions:

**1. Ratification of Company's Operating Agreement**

**RESOLVED**, Justin D. Hertzberg shall act as the Manager for the Company and QCL Quad Code USA Corporation, a Delaware corporation, as Sole Member ratifies the Company's Operating Agreement ("Exhibit A").

**2. Funding and Capital Contribution.**

**FURTHER RESOLVED**, Justin D. Hertzberg, Manager for the Company and QCL Quad Code USA Corporation, as sole member, desire to open a bank account at time and with a financial

*QCX Limited Liability Company Written Consent*

institution determined by the Sole Member, and authorizes Justin D. Hertzberg shall act as a signatory; and,

**RESOLVED**, the, as Sole Member makes a capital contribution in the amount of Two Thousand Five Hundred U.S. Dollars and Zero Cents (\$2,500) and authorizes the issuance of a total of a ten thousand units by the Company;

**RESOLVED FURTHER**, that the Manager of the Company be and is hereby authorized, empowered and directed to do all acts and things as may be necessary on the part of the Company to carry out the spirit and purpose of these resolutions, and to resolve in his, , all questions of method, form and detail, and to execute, acknowledge and file in the name and on behalf of the Company all such instruments and documents as may be deemed necessary or advisable in order to accomplish the purposes of these resolutions; and the Secretary or any Assistant Secretary of the Company be and each hereby is authorized and directed to attest any such instrument or instruments and to affix the corporate seal thereto.

**3. General Ratification and Authorization**

**RESOLVED**, that in addition to and without limiting the foregoing, the officers of the Company be, and each of them hereby is, directed and authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Company, all such instruments and documents as he or she may deem appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of an officer of the Company) and all action heretofore taken by such officers and agents of the Company in connection with the subject of the foregoing recitals and resolutions be, and it hereby is, adopted, approved, ratified and confirmed in all respects as the act and deed of the Company.

A facsimile copy of this Consent shall be deemed an original and any person may rely upon a facsimile copy of this Consent in determining the validity of the actions taken by the Company hereunder. This Consent may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

The undersigned hereby direct that a copy of these resolutions be filed with the minutes of the proceedings of the Company.

**[SIGNATURE PAGE FOLLOWS]**

QCX Limited Liability Company Written Consent

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the first date set forth above.

QCX LIMITED LIABILITY COMPANY



By: Justin D. Hertzberg  
Its: Manager

State of Florida )

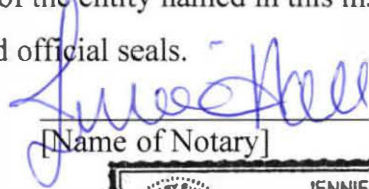
) SS:

County of Palm Beach )

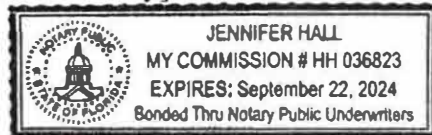
I CERTIFY that on September 9<sup>th</sup>, 2021, Justin D. Hertzberg, either known to me personally, or presented a valid Driver's License # H1632-424-81141-0 came before me and stated to my satisfaction that:

- (a) is authorized to and did execute this instrument as Manager of QCX Limited Liability Company; and
- (b) Executed this instrument as the act of the entity named in this instrument.

In witness whereof, I hereunto set my hand and official seals.



[Name of Notary]



ADDITIONAL SIGNATURE ON FOLLOWING PAGE





*QCX Limited Liability Company Written Consent*

**EXHIBIT A**

**QCX LIMITED LIABILITY COMPANY**

AMENDED AND RESTATED OPERATING AGREEMENT


DATED SEPTEMBER 9<sup>TH</sup>, 2021

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

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

1. The name of the limited liability company is QCX LIMITED LIABILITY COMPANY

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By:  \_\_\_\_\_  
Authorized Person

Name: JUSTIN D. HERTZBERG, MANAGER  
Print or Type

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "QCX LIMITED LIABILITY COMPANY" 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 FIFTEENTH DAY OF JUNE, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "QCX LIMITED LIABILITY COMPANY" WAS FORMED ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2021.

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



5229787 8300

SR# 20222734641

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

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

Authentication: 203687695

Date: 06-15-22

This **FIRST AMENDMENT** (this “Amendment”) **TO THE LIMITED LIABILITY COMPANY AGREEMENT** of QCX LLC, a Delaware limited liability company (the “Company”) is adopted, executed delivered and agreed to by QCL QUAD CODE USA Corporation, a Delaware corporation, as the sole member of the Company (the “Member”) as of February 12, 2022.

WHEREAS, the Member executed and delivered that certain Limited Liability Company Agreement of the Company, dated September 9, 2021 (the “Agreement”), on the terms and conditions set forth therein;

WHEREAS, pursuant to the Agreement, the Member desires to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the Member hereby adopts, executes, delivers and agrees as follows:

1. Amendment of the Agreement. Effective as of the date hereof, Exhibit A to the Agreement is hereby amended and restated to read in its entirety as set forth in Exhibit A attached hereto.

2. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified an in full force and effect.

3. Successors and Assigns. This Amendment shall be binding on the Members and their respective successors and assigns.

4. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction

5. Counterparts. This Amendment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS THEREOF, the undersigned has caused this Amendment to be duly effective as of the date first written above.

QCL QUAD CODE USA Corporation, as the Member.

By   
Name: Justin Hertzberg  
Title: Director

EXHIBIT A  
QCX LLC Capital Contributions

<u>Name of Member</u>	<u>Capital Contribution</u>	<u>Membership Interests</u>
QCL QUAD CODE USA Corporation	\$1,000,000	100%

Total Units: 10,000

This **SECOND AMENDMENT** (this “Amendment”) **TO THE LIMITED LIABILITY COMPANY AGREEMENT** of QCX LLC, a Delaware limited liability company (the “Company”) is adopted, executed delivered and agreed to by QCL QUAD CODE USA Corporation, a Delaware corporation, as the sole member of the Company (the “Member”) as of May 26, 2022.

WHEREAS, the Member executed and delivered that certain Limited Liability Company Agreement of the Company, dated September 9, 2021 (the “Agreement”), on the terms and conditions set forth therein;

WHEREAS, pursuant to the Agreement, the Member desires to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the Member hereby adopts, executes, delivers and agrees as follows:

1. Amendment of the Agreement. Effective as of the date hereof, Section 5, Section 6 and Section 14 of the Agreement are hereby amended and restated to read in their entirety as set forth below:

**“5. Management.**

- a) **Establishment of the Board; Powers.** A board of managers of the Company (the “*Board*”) is hereby established and shall be comprised initially of five (5) natural persons (each such person, a “*Manager*”). The Board shall initially be comprised of the following individuals: (i) Matthew Childers, (ii) Anton Rabinovich, (iii) Jeffrey Henderson, (iv) Donald Horwitz, and (v) the Chief Executive Officer (“*CEO*”) of the Company, who shall initially be Justin Hertzberg. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Board, and 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 such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.
- b) **Public Directors.** Pursuant to 17 CFR Appendix B to Part 38 of the regulations of the Commodity Futures Trading Commission (“*CTFC*”), the Board shall take all necessary action to disclose to the CFTC the individuals appointed “public directors,” as defined in CFTC regulations, and the basis for determining that such individuals qualify as “public directors.” The “public directors” shall initially be Jeffrey Henderson and Donald Horwitz.
- c) **Number and Qualification.** Subject to Section 5(a), the number of Managers which shall constitute the whole Board shall be determined from time to time by resolution of the Board. Regardless of the number of Managers which shall constitute the whole Board, pursuant to 17

CFR Appendix B to Part 38 of the CFTC's regulations, at least thirty-five percent of such Managers must qualify as "public directors".

- d) **Vacancies; Reduction of Board.** Subject to Section 5(a) and Section 5(c), (i) a majority of the Managers then in office, even if less than a quorum, or a sole remaining Manager, may fill vacancies in the Board occurring for any reason, including newly created vacancies resulting from any increase in the authorized number of Managers; and (ii) in lieu of filling any vacancy, the Board may reduce the number of Managers that comprise the Board, subject to any subsequent changes in the number of Managers.
- e) **Tenure.** Except as otherwise provided by law or this Agreement, Managers shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any Manager may resign at any time upon notice given in writing or by electronic transmission to the Company; provided that such resignation shall also be effective as to such Manager's tenure on the board of directors of the Sole Member and any subsidiary of the Sole Member. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.
- f) **Removal.** To the extent permitted by law, a Manager may be removed from office with or without cause by vote of a majority of Members.
- g) **Meetings.** Regular meetings of the Board may be held without notice if consented to or approved by Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers entitled to vote thereon were present and voted, at such time, date and place as the Board may from time to time determine. Special meetings of the Board may be called, orally or in writing, by the CEO, if one is elected, or, if there is no CEO, by two or more Managers, designating the time, date and place thereof. Managers may participate in meetings of the Board by means of conference telephone or other communications equipment by means of which all Managers participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.
- h) **Notice of Meetings.** To the extent notice is provided, notice of the time, date and place of all special meetings of the Board shall be given to each Manager by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Managers calling the meeting. Notice shall be given to each Manager in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such Manager's business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such Manager's business or home address at least forty-eight (48) hours in advance of the meeting.
- i) **Quorum.** At any meeting of the Board, a majority of the total number of Managers shall constitute a quorum for the transaction of business.



Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

- j) **Action at Meeting.** At any meeting of the Board at which a quorum is present, unless otherwise provided in the following sentence, a majority of the Managers present may take any action on behalf of the Board, unless a larger number is required by law or this Agreement. So long as there are two (2) or fewer Managers, any action to be taken by the Board shall require the approval of all Managers.
- k) **Action by Consent.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.
- l) **Committees.** The Board may, by resolution passed by a majority of the Managers, establish one or more committees, each committee to consist of one or more Managers. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified Manager at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another Manager to act at the meeting in the place of any such absent or disqualified person.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. and may authorize the seal of the Company to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or adopting any action or matter expressly required by law or this Agreement to be submitted to the Members for approval or (ii) adopting, amending or repealing any provision of this Agreement.

Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in this Agreement for the Board. All members of such committees shall hold their committee offices at the pleasure of the Board, and the Board may abolish any committee at any time.”

**“6. Officers.** At any meeting of the Board, the Board may appoint one or more officers (“*Officers*”) of the Company and provide the power and authority that such Officers have. Subject to this Agreement, each Officer of the Company shall have in addition to the duties and powers specifically set forth in this Agreement, such duties and powers as are customarily incident to such officer’s office, and such

duties and powers as may be designated from time to time by the Board, except as otherwise limited by applicable regulation or law.”

“**14. Counterpart and Facsimile Signatures.** Actions taken by the Sole Member and Board by written consent, pursuant to the Act, may be executed in one or more counterparts, all of which together shall constitute one and the same document and facsimile or electronic signatures shall have the same effect as original signatures.”

2. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified an in full force and effect.

3. Successors and Assigns. This Amendment shall be binding on the Members and their respective successors and assigns.

4. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction

5. Counterparts. This Amendment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS THEREOF, the undersigned has caused this Amendment to be duly effective as of the date first written above.

QCL QUAD CODE USA Corporation, as the Member.

By   
Name: Justin Hertzberg  
Title: Director