**AMMENDMENT TO LLC OPERATING AGREEMENT**

Of: Friday, October 30th , 2015

A Limited Liability Company established in 2015

We, the members of Investment Science LLC hereby resolve and confirm on October 30th, 2015 the following:

1. Section 6 of the current LLC operating agreement is amended to read:

**6. Management.** The limited liability company shall be managed by all LLC members. Any member may bind the LLC in all matters in the ordinary course of LLC business. In the event of a dispute between members, final determination shall be made with a vote by the members, vote being proportioned according to % of member ownership.

2. Section 10 of the current LLC operating agreement is amended to read:

**10. Banking.** The majority member of the limited liability company shall be authorized to setup bank accounts in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up, or by adopting their own resolution.

1. Section 17 of the current LLC operating agreement is amended to read:

**17. Deadlock.** In the event members cannot come to an agreement on any matter the members agree to submit a final offer to a mediator, which will be paid for by the limited liability company. The mediator shall decide and enforce which offer is the most reasonable.

1. Section 21 which is a newly added section the current LLC operating agreement is amended to read:

**21.** **Founding Minority Member Vesting Schedule.** James Watson and Andy Weinbach are to receive an immediate 6% membership ownership, followed by the 1/5 % increase each quarter, which assumes the member is in good standing, still a member, and performed existing duties. The initial vesting schedule will cap out at a total of 10% member ownership on or before Dec 31, 2017 with the approval of the majority member.

1. Section 22 which is a newly added section the current LLC operating agreement is amended to read:

**22.** **Drag-Along Rights.** If a majority member wishes to sell an unrelated third party all of a substantial percentage of its membership interest in the company, then the majority member may force other members to also sell all or a portion of their membership interest to such third party at or exceeding fair market value. However, the minority members have the right of first refusal which provides the minority members the right, but not the obligation, to purchase the same percentage up for sale to the third party, which can be done without the approval of the majority member. The minority members may not counter the offer to be sold to a different third party without the approval of the majority member. In the event the minority members dispute the sale amount to the third party, the minority members may force arbitration in which all parties submit their final offer and the mediator shall decide and enforce which offer is most reasonable.

1. Section 23 which is newly added section the current LLC operating agreement is amended to read:

**23. Tag-Along Rights.** If a majority member sells his or her stake, then the minority member has the right to join the transaction and sell his or her minority stake in the company.

1. Section 24 which is newly added section the current LLC operating agreement is amended to read:

**24. Best Interest of the Company.** If a minority member is not acting in the best interest of the company, which is defined at consecutively missing four agreed upon meetings in a row, conducting fraud or intention to deceive, then the majority members have the right to vote out, and purchase the violating members ownership at fair market value. In the event the minority members dispute the violation of acting in the best interest of the company, the minority members may force mediation in which all parties submit their final offer and the mediator shall decide and enforce which offer is most reasonable.

1. Section 25 which is newly added section the current LLC operating agreement is amended to read:

**25. Buyout Clause.** If the majority of the members vote on buying out a minority member, that member may be purchased by the majority of members for the fair market value of the minority’s member ownership of the limited liability company. In the event the minority members dispute the buyout clause, the minority members may force mediation in which all parties submit their final offer and the mediator shall decide and enforce which offer is most reasonable.

1. Section 26 which is newly added section the current LLC operating agreement is amended to read:

**26. Right of First Refusal.** If any member is approached by an outside party to sell the ownership of them members’ percentage, the other members have the option to purchase the members ownership at the same price.

1. Section 27 which is newly added section the current LLC operating agreement is amended to read:

27. **Divorce.** Upon any involuntary transfer of all or any portion of the units of a member pursuant to a levy of divorce, such Member shall cease to be a member with respect to any units so transferred and the transferee shall have no right to become a member or vote in any company matters unless admitted by the majority member, and subject to compliance with the condition permitting transfers. The transferee shall be merely an assignee with no rights. The remaining members then have the option to purchase the transferee ownership, at fair market value, and provide that ownership back to the original owner with the majority of membership agreement.

1. All other sections attached to the current LLC operating agreement of Investment Science LLC remain in full force an effect.

The undersigned have duly executed this LLC operating agreement amendment on the first date written above.

Member Name:

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