OPERATING AGREEMENT OF

SPACEXPLORATION, LLC

a Colorado limited liability company

This Operating Agreement (this "Agreement") is made as of August 1, 2026, by and among Maggie Aey, Bogdan Kharchenko, Nickifor Gromicko, Nikolai Gromicko, and Chris Morrell (each a "Member," and collectively, the "Members"), with reference to the following facts.

A. The Articles of Organization (the "Articles of Organization") for Spacexploration, LLC (the "Company"), a limited liability company under the laws of the State of Colorado, was filed on August 1, 2026, with the Colorado Secretary of State.

B. The Members desire to adopt and approve a limited liability company agreement for the Company under the Colorado Limited Liability Company Act (Colo. Rev. Stat. § 7-80-101 et seq.) (the "Act").

NOW, THEREFORE, the Members by this Agreement set forth the limited liability company agreement for the Company upon the terms and subject to the condition of this Agreement.

ARTICLE I. ORGANIZATIONAL MATTERS.

I.1. **Name.** The name of the Company shall be "SPACEXPLORATION, LLC." The Company may conduct business under that name or any other name approved by the Members.

I.2. **Term.** The term of the Company commenced as of the date of the filing of the Articles of Organization and shall continue until terminated under Section 9.1.

I.3. **Office and Agent.** The Company shall continuously maintain an office and registered agent in the State of Colorado as required by the Act. The principal office of the Company shall be at 3115 Holly Street, Frederick, CO 80516, or such location as the Manager may determine. The registered agent shall be as stated in the Articles of Organization or as otherwise determined by the Manager.

I.4. **Business of the Company.** The Company shall be engaged in the business of operating a commercial real estate multiple listing services that is free to the public. The Company may transact or engage in any other business that may be conducted in limited liability company form and engage in such other activities relating to or incidental as are reasonable in the opinion of the Members to further such business.

ARTICLE II. CAPITAL CONTRIBUTIONS.

II.1. **Capital Contributions.** The initial Members shall contribute to the capital of the Company as shown on <u>Exhibit</u> A attached hereto in an exchange for an interest in the Company (a “Membership Interest”). A Membership Interest in the Company shall represent a Member's overall interest as a Member of the Company, including, to the extent applicable, the Member's interest in Net Profits, Net Loss, rights to vote or participate in the management of the Company and rights to information concerning the business and affairs of the Company and any obligations of a Member, in each case, as provided in this Agreement. Additional contributions to the capital of the Company shall be made only with the unanimous consent of the Members. Except as provided in this Agreement, no Member may demand a return or all or a portion of, nor withdraw Member's capital contribution.

II.2. Percentage Interests. The percentage of Membership Interests held by each Member in the Company (a "Percentage Interest") shall be as set forth opposite the Member's name on Exhibit A attached hereto. If additional Members are admitted to the Company or any other transaction or change in circumstance causes a change in the Members' Percentage Interests, Exhibit A shall be appropriately amended to reflect the then Percentage Interests of the Members.

II.3. Capital Accounts. The Company shall establish an individual capital account ("Capital Account") for each Member. The Company shall determine and maintain each Capital Account in accordance with the federal income tax accounting principles prescribed in Treasury Regulation §1.704-1(b)(2). Upon a valid transfer of a Member's interest in the Company ("Membership Interest"), such Member's Capital Account shall carry over to the new owner.

II.4. No Interest. The Company shall not pay any interest on capital contributions.

ARTICLE III. MEMBERS.

III.1. Admission of Additional Members. Additional Members may be admitted with the approval of all Members. Additional Members will participate in the management, "Net Profits," "Net Losses" (as such terms are defined in Section 5.1), and distributions of the Company on such terms as are determined by the Members by majority vote of the Percentage Interests. Exhibit A shall be amended upon the admission of an additional Member to set forth such Member's name, capital contribution, and Percentage Interest.

III.2. Withdrawals or Resignations. No Member may withdraw, retire or resign from the Company except as provided for in this Agreement.

III.3. Payments to Members. The Company shall reimburse the Members and their Affiliates to the extent approved by the Members for (i) organizational expenses (including, without limitation, legal and accounting fees and costs) incurred on behalf of the Company, including but not limited to the preparation of the Articles of Organization and this Agreement, and (ii) the actual cost of goods and materials used by the Company.

ARTICLE IV. MANAGEMENT AND CONTROL OF THE COMPANY.

IV.1. Management. The initial Manager is Nickifor Gromicko. Mr. Gromicko and all subsequent Managers shall be Members and shall be solely responsible for the management of the Company's business. The Manager shall possess all rights and powers generally conferred by law and all rights and powers that are necessary, advisable or consistent in connection therewith and with the provisions of this Agreement. The Manager shall be vested with all specific rights and powers required for or appropriate to the management, conduct or operation of the business of the Company. Except for distributions made to Members as set forth in this Agreement and any fees for specific management services, the Manager shall receive no compensation from the Company for their actions taken as Manager pursuant to this Agreement.

IV.2. Term. The Manager shall serve as such until resignation, death or a judicial adjudication of incompetency, or until the Members select a new Manager by majority vote of the Percentage Interests at a meeting called by the Members or Managers for such a purpose.

IV.3. Rights and Powers of Managers. Rights and powers of the Managers, by way of illustration but not by way of limitation, shall include the right and power to:

(a) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company; acquire, secure or dispose of investments, including, without limitation, selling and otherwise disposing of assets of the Company, borrowing funds, executing contracts, bonds, guarantees, notes, security agreements, mortgages and all other instruments to effect the purposes of this Agreement; and execute any and all other instruments and perform any acts determined to be necessary or advisable to carry out the intentions and purposes of the Company.

(b) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company and in raising additional capital, including, without limitation, reasonable brokers' and underwriters' commissions, legal and accounting fees, license and franchise fees (it being understood that all expenses incurred in the creation of the Company and the commencement of the Company business shall be borne by the Company); and compromise, arbitrate or otherwise adjust claims in favor of or against the Company and to commence or defend against litigation with respect to the Company or any assets of the Company as deemed advisable, all or any of the above matters being at the expense of the Company; and to execute, acknowledge and deliver any and all instruments to effect any and all of the foregoing.

(c) Purchase goods or services from any corporation or other form of business enterprise, including management services at the usual and customary rates prevailing in the management industry from time to time for similar services.

(d) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to carry out the purposes and business of the Company, the cost and expense thereof and incidental thereto to be borne by the Company.

IV.4. Devotion of Time. The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as he shall, in his discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs; provided, however, that it is expressly understood and agreed that the Manager shall not be required to devote his entire time or attention to the business of the Company. In carrying out his obligations, the Managers shall:

(a) Obtain and maintain such public liability, hazard and other insurance as may be deemed necessary or appropriate by the Manager, but in any event in an amount sufficient to replace the building(s), together with improvements, and personal property comprising part of the Company's assets.

(b) Deposit all funds of the Company in one or more separate bank accounts, using such banks or trust companies as the Manager may designate (withdrawals from such bank accounts to be made upon such signature or signatures as the Manager may designate).

(c) Maintain complete and accurate records of all properties owned or leased by the Company and complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Member or Member's duly authorized representative (at the expense of such Member) during the regular business hours and at the principal office of the Company.

(d) Prepare and distribute to all Members tax reporting information.

(e) Notify all Members of receipt of any notice of default from any lender, within 10 days after receipt of such notice.

(f) Cause to be filed such certificates and do such other acts as may be required by law to qualify and maintain the Company as a limited liability company under all applicable state laws.

(g) Maintain all books and adhere to the detailed record keeping requirements set forth in Section 8.1 of this Agreement.

IV.5. Indemnification of Manager. Subject to and consistent with Colo. Rev. Stat. § 7-80-407, the Manager shall not be liable to the Company nor to any Member for his good faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement.

Subject to and consistent with Colo. Rev. Stat. § 7-80-407, the Company does hereby indemnify and hold harmless the Manager and his agents, officers and employees as to third parties against and from any personal loss, liability or damages suffered as a result of any act or omission which the Manager believed, in good faith, to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct, gross negligence or willful breach of fiduciary duties, but not in excess of the capital contributions of all Members. Notwithstanding the foregoing, the Company's indemnification of the Manager and his agents, officers and employees as to a third party is only with respect to such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Company. Insurance coverage for public liability, and all other insurance deemed necessary or appropriate by the Manager to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the Manager, subject to Paragraph 4.4(a).

IV.6. Manager Authority. No financial institution or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether the Manager is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying upon the deed, transfer or assurance of, and the execution of such instrument or instruments by, the Manager.

ARTICLE V. ALLOCATIONS OF NET PROFITS AND NET LOSSES AND DISTRIBUTIONS.

V.1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company Minimum Gain" shall have the meaning ascribed to the term "Partnership Minimum Gain" in the Treasury Regulations Section 1.704-2(d).

"Member Nonrecourse Debt" shall have the meaning ascribed to the term "Partner Nonrecourse Debt" in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall mean items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt.

"Net Profits" and "Net Losses" shall mean the taxable income or loss of the Partnership, as determined for federal income tax purposes pursuant to Treasury Regulations Section 1.704-1(b)(2), for each fiscal year of the Partnership, taking into account any adjustments necessary in order to comply with Treasury Regulations Section 1.704-1(b)(2)(iv).

"Nonrecourse Liability" shall have the meaning set forth in Treasury Regulations Section 1.752-1(a)(2).

"Treasury Regulations" shall mean the final or temporary regulations that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

V.2. Allocations of Net Profit and Net Loss.

(a) **Net Loss.** Net Loss shall be allocated to the Members:

(1) First, in an amount equal to the Net Profit previously allocated to the Members pursuant to Section 5.2(b)(2); and

(2) Thereafter, in an amount equal to each such Member's Capital Contributions, pro rata, in proportion to such Members' respective Capital Contributions.

(3) Notwithstanding the previous sentence, loss allocations to a Member shall be made only to the extent that such loss allocations will not create a deficit Capital Account balance for that Member in excess of an amount, if any, equal to such Member's share of the Company Minimum Gain. Any loss not allocated to a Member because of the foregoing provision shall be allocated to the other Members (to the extent the other Members are not limited in respect of the allocation of losses under this Section 5.2(a)(3)).

(4) To the extent any Net Loss cannot be allocated without violating the provisions of Section 5.2(a)(3), such Net Loss shall be allocated to the Members in proportion to their Percentage Interests.

(b) **Net Profit.** Net Profit shall be allocated:

(1) First, to the Members in the amount of any Net Loss previously allocated to the Members pursuant to Sections 5.2(a)(1)-(4), in the reverse order in which such Net Loss was allocated; and

(2) Thereafter, to the Members in proportion to their Percentage Interests.

V.3. Special Allocations. Notwithstanding Section 5.2,

(a) **Minimum Gain Chargeback.** If there is a net decrease in Company Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, in subsequent fiscal years) in an amount equal to the portion of such Member's share of the net decrease in Company Minimum Gain that is allocable to the disposition of Company property subject to a Nonrecourse Liability, which share of such net decrease shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to this Section 5.3(a) shall be made in proportion to the amounts required to be allocated to each Member under this Section 5.3(a). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) **Chargeback of Minimum Gain Attributable to Member Nonrecourse Debt.** If there is a net decrease in Company Minimum Gain attributable to a Member Nonrecourse Debt, during any fiscal year, each member who has a share of the Company Minimum Gain attributable to such Member Nonrecourse Debt (which share shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(5)) shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, in subsequent fiscal years) in an amount equal to that portion of such Member's share of the net decrease in Company Minimum Gain attributable to such Member Nonrecourse Debt that is allocable to the disposition of Company property subject to such Member Nonrecourse Debt (which share of such net decrease shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(5)). Allocations pursuant to this Section 5.3(b) shall be made in proportion to the amounts required to be allocated to each Member under this Section 5.3(b). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(4). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) **Nonrecourse Deductions.** Any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be allocated to the Members in proportion to their Percentage Interests.

(d) **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such items are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(e) **Qualified Income Offset.** If a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum

Gain, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such excess deficit balance as quickly as possible. Any special allocations of items of income and gain pursuant to this Section 5.3(e) shall be taken into account in computing subsequent allocations of income and gain pursuant to this Article V so that the net amount of any item so allocated and the income, gain and losses allocated to each Member pursuant to this Section 5.3(e) to the extent possible, shall be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Article V if such unexpected adjustments, allocations or distributions had not occurred.

V.4. Tax Allocations. All items of income, gain, loss or deduction of the Company shall be allocated among the Members for federal income tax purposes in a manner consistent with the allocation of the corresponding items to the Members under Sections 5.2 and 5.3, and all credits of the Company shall be allocated among the Members for federal income tax purposes in accordance with their percentage interests, except as otherwise required by law. Notwithstanding the foregoing, to the extent required by Section 704(c) of the Internal Revenue Code and the Treasury Regulations thereunder, income, gain, loss, deduction and credit with respect to any property shall, solely for tax purposes (and not for purposes of maintaining the capital accounts hereunder), be allocated among the Members so as to take account of any variation between the adjusted basis of such property for federal income tax purposes and its fair market value. Notwithstanding anything to the contrary contained in this Agreement, if the Company is advised that, as a result of the adoption of new or amended provisions related to or involving IRC Sections 704(b) or 704(c), regulations issued thereunder, or the issuance of interpretations by the Internal Revenue Service or a court, the allocations provided in this Agreement are unlikely to be respected for federal income tax purposes, the Company shall, with the consent of a majority of the Membership Interests, shall amend the allocation provisions of this Agreement, on advice of accountants or legal counsel, to the minimum extent necessary to cause such allocation provisions to be respected for federal income tax purposes.

V.5. Prorations. If a Member has not been a Member of the Company for a full fiscal year, or if a Member's Percentage Interest changes during a fiscal year, the Net Profits or Net Losses, as applicable, for the year shall be allocated to the Member based on the period of time for which the Member was a Member or held the applicable Membership Interests.

V.6. Distribution of Assets by the Company. The Company shall make periodic distributions of the Company's excess cash funds to the Members from time to time according to their Percentage Interests. It is contemplated that periodic distributions will be made on an annual basis on or before the thirtieth (30) day following the end of each fiscal year. Subject to applicable law, distributions of cash shall be made only after the Members determine that the Company has adequate cash on hand to satisfy its total liabilities plus the amount that would be needed, if the company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of members whose preferential rights are superior to those receiving the distribution. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they became due in the usual course of business, or the Company's total assets would be less than the sum of its total liabilities.

V.7. Tax Withholding. The Company is authorized (i) to withhold from distributions or other payments to a Member any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local tax law and any amounts for which a Member is liable pursuant to Section 8.3(e) and (ii) to pay over any such amounts to the applicable federal, state or local taxing authority to the extent required by applicable law. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to a Member shall be treated as amounts distributed to such Member pursuant to Section 5.6 (or Section 9.3, as applicable) for all purposes of this Agreement.

ARTICLE VI. TRANSFER AND ASSIGNMENT OF INTERESTS.

VI.1. Transfer and Assignment of Interests. If a Member wants to sell, assign or otherwise transfer Member's Membership Interest in the Company and has obtained a bona fide offer for the sale thereof made by some person not a member of this Company, Member shall first offer to sell, assign, or otherwise transfer the Membership Interest to the other Members on the same terms as those offered to the Selling Member, and each of the other Members shall have a right to purchase Member's proportionate share of the selling Member's Membership Interest. If any Member does not desire to purchase the Membership Interest on such terms or at such price and the entire Membership Interest is not purchased by the other Members, no other Member may purchase any part of the Membership Interest, and the selling Member may then sell, assign, or otherwise transfer Member's entire Membership Interest in the Company to the person making the said offer at the price offered.

VI.2. Substitution of Members. A transferee of a Membership Interest shall have the right to become a substitute Member only if (i) consent of the Members is given in accordance with Section 6.1, (ii) such person executes an instrument satisfactory to the Members accepting and adopting the terms and provisions of this Agreement, and (iii) such person pays any reasonable expenses in connection with Member's admission as a New Member. The admission of a substitute Member shall not release the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

VI.3. Transfers in Violation of this Agreement and Transfers of Partial Membership Interests. Upon a transfer in violation of this Article VI, the transferee shall not have the right to vote or participate in the management of the Company or to exercise any rights of a Member. Such transferee shall only be entitled to receive the share of the Company's Net Profits, Net Losses and distributions of the Company's assets to which the transferor would otherwise be entitled. Notwithstanding the immediately preceding sentences, if, in the determination of the remaining Members, a transfer in violation of this Article VI would cause the termination of the Company under the Code or the Act, in the sole discretion of the remaining Members, the transfer shall be null and void.

ARTICLE VII. CONSEQUENCES OF DISSOLUTION EVENTS AND TERMINATION OF MEMBERSHIP INTEREST.

VII.1. Dissolution Event. Upon the occurrence of the death, withdrawal, resignation, retirement, incapacity, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless all the remaining Members ("Remaining Members") consent within ninety (90) days of the Dissolution Event to the continuation of the business of the Company. If the Remaining Members so consent, the Company and/or the Remaining Members shall have the right to purchase, and if such right is exercised, the Member (or Member’s legal representative) whose actions or conduct resulted in the Dissolution Event ("Former Member") shall sell, the Former Member's Membership Interest ("Former Member's Interest") as provided in this Article VII.

VII.2. Withdrawal. Notwithstanding Section 7.1, upon the withdrawal by a Member in accordance with Section 3.2 such Member shall be treated as a Former Member, and, unless the Company dissolves as a result of such withdrawal, the Company and/or the Remaining Members shall have the right to purchase, and if such right is exercised, the Former Member shall sell, the Former Member's Interest as provided in this Article VII.

VII.3. Purchase Price. The purchase price for the Former Member's Interest shall be the fair market value of the Former Member's Interest as determined by an independent appraiser jointly selected by the Former Member and by Remaining Members holding most of the remaining Membership Interests. The Company and the Former Member shall each pay one-half of the cost of the appraisal. Notwithstanding the foregoing, if the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Remaining Members because of such breach.

VII.4. Notice of Intent to Purchase. Within thirty (30) days after the fair market value of the Former Member's Interest has been determined in accordance with Section 7.3, each Remaining Member shall notify all the Members in writing of Member’s desire to purchase a portion of the Former Member's Interest. The failure of any Remaining Member to submit a notice within the applicable period shall constitute an election on the part of the Member not to purchase a portion of the Former Member's Interest in the same proportion that the Membership Interest of the Remaining Member bears to the aggregate of the Membership Interests of all of the Remaining Members electing to purchase the Former Member's Interest.

VII.5. Election to Purchase Less Than All of the Former Member's Interest. If any Remaining Member elects to purchase none or less than all Remaining Member’s pro rata share of the Former Member's Interest, then the Remaining Members can elect to purchase more than their pro rata share. If the Remaining Members fail to purchase the entire interest of the Former Member, the Company may purchase any remaining share of the Former Member's Interest. The purchase of a Former Member's interest pursuant to this Article VII may not result in the conveyance of less than 100% of the Former Member's interest.

VII.6. Payment of Purchase Price. The Company or the Remaining Members shall pay at the closing one-fifth (1/5) of the purchase price and the balance of the purchase price shall be paid in four equal annual principal installments, and be payable each year on the anniversary date of the closing. The unpaid principal balance shall accrue interest at the current applicable federal rate as provided in the Code for the month in which the initial payment is made, but the Company and the Remaining Members shall have the right to prepay in full or in part any time without penalty. The obligation of each purchasing Remaining Member, and the Company, as applicable, to pay its portion of the balance due shall be evidenced by a separate promissory note executed by the respective purchasing Remaining Member or the Company, as applicable. Each such promissory note shall be in an original principal amount equal to the portion owed by the respective purchasing Remaining Member or the Company, as applicable. The promissory note executed by each purchasing Remaining Member shall be secured by a pledge of that portion of the Former Member's Interest purchased by such Remaining Member.

VII.7. Closing of Purchase of Former Member's Interest. The closing for sale of a Former Member's Interest pursuant to this Article VII shall be held at 10:00 a.m. at the principal office of Company no later than sixty (60) days after the determination of the purchase price, except that if the closing date falls on a Saturday, Sunday, or Colorado legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the Former Member shall deliver to the Company or the Remaining Members an instrument of transfer (containing warranties of title and no encumbrance) conveying the Former Member's Interest. The Former Member, the Company and the Remaining Members shall do all things and execute and deliver all papers as may be reasonably necessary fully to consummate such sale and purchase in accordance with the terms and provisions of this Agreement.

ARTICLE VIII. ACCOUNTING, RECORDS, REPORTING BY MEMBERS.

VIII.1. Books and Records. The books and records of the Company shall be kept with the accounting methods followed for federal income tax purposes. The Company shall maintain at its principal office in Colorado all the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order, together with the capital contributions, capital account and Percentage Interest of each Member;

(b) A copy of the Articles of Organization and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any amendments thereto have been executed;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(d) A copy of this Agreement and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

(e) Copies of the financial statements of the Company, if any, for the six (6) most recent fiscal years; and

(f) The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four (4) fiscal years.

VIII.2. Tax Matters for the Company.

(a) The Members holding a majority of the Membership Interests shall select a "Tax Representative," who shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Internal Revenue Code. If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority or obligations (including as a "tax matters partner"), the Tax Representative shall also serve in such capacity. The Tax Representative may resign at any time, subject to the provisions of Treasury Regulations Section 301.6223-1. If a Tax Representative ceases to serve as such for any reason, the Company itself will automatically and immediately become the new (acting) Tax Representative until the holders of a majority of the outstanding Member Units appoint a new Tax Representative.

(b) Except as otherwise provided in this Agreement, the Tax Representative (i) shall have all of the rights, authority and power, and shall be subject to all of the obligations, of a partnership representative to the extent provided in the Code and the Treasury Regulations (and any rights, authority, power and obligations applicable to a tax representative under applicable state or local laws), and the Members hereby agree to be bound by any actions taken by the Tax Representative in such capacity; provided, that the Tax Representative shall not (A) settle any material tax claim or (B) make any material tax election without the consent of holders of a majority of the Membership Interests; and (ii) shall have sole discretion to make any income tax election it deems advisable on behalf of the Company and shall represent the Company in all tax matters to the extent allowed by law. The Tax Representative shall have the authority and responsibility to arrange for the preparation, and timely filing, of the Company's tax returns.

(c) The Tax Representative shall be entitled to reimbursement by the Company for all reasonable costs and expenses incurred by them in connection with the performance of the obligations hereunder. The Company shall indemnify, defend, and hold the Tax Representative harmless for all expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with its serving in that capacity, provided that Tax Representative shall not be entitled to indemnification for such costs and expenses if such person has not acted in good faith for a purpose which such person reasonably believes to be in, or not opposed to, the best interests of the Company.

(d) Each Member agrees to provide promptly and to update as necessary at any times requested by the partnership representative, all information, documents, self-certifications, tax identification numbers, tax forms, and verifications thereof, that the Tax Representative deems necessary in connection with any matter of the Company relating to taxation. Each Member covenants and agrees to take any action reasonably requested by the Company in connection with any tax election by the Company under Sections 6221(b) or 6226 of the Internal Revenue Code or otherwise, or an audit, claim or a final adjustment of the Company by a taxing authority (including, without limitation, promptly filing amended tax returns and promptly paying any related taxes, including penalties and interest).

(e) To the extent the Company is required to pay any taxes (including any penalties or interest associated therewith) as a result of a partnership audit or a notice of final partnership adjustment with respect to a particular fiscal year (or portion thereof), each Member (including any former Members) shall indemnify and hold harmless the Company for such Member's share of applicable taxes, as determined by the partnership representative in its reasonable discretion. To the extent any Member is liable for a share of the taxes (and any penalties or interest associated therewith) with respect to the Company's operations, investments or business, such Member shall pay such share to the Company promptly following receipt of written notice by the Company of any such share owed.

(f) The Members agree that, if the Company receives a notice of final partnership adjustment from the Internal Revenue Service that would, with the passing of time, result in an "imputed underpayment" imposed on the Company as that term is defined in Code Section 6225, then, any Member may, or may cause the Company (by directing the "partnership representative" or otherwise) to elect pursuant to Code Section 6226, and comply with all of the requirements and procedures required in connection with such election, to make inapplicable to the Company the requirement in Code Section 6225 to pay the "imputed underpayment" as that term is used in that section; provided however, that if any Member objects in writing to such election, and provides an alternative to the Code Section 6226 election that is materially more favorable to such Member and no less favorable to the other Members, then the Company shall in good faith pursue such alternative so long as it can be implemented without jeopardizing the Member's rights to the Code Section 6226 election and so long as the Board determines that such alternative does not impose additional financial or administrative burdens on the Company.

(g) To the extent permitted by applicable law, and at the request of a majority of the Membership Interests, the partnership representative shall elect pursuant to Internal Revenue Code Section 6221(b) and comply with all of the requirements and procedures required in connection with such election, to have the provisions of Subchapter C of Chapter 63 of the Code not apply to the Company.

(h) Notwithstanding any provision of this Agreement to the contrary, the obligations and responsibilities of a Member under Section 8.3 shall survive the termination of this Agreement between a Member and the Company.

(i) In the event there are any statutory amendments; temporary, proposed or final Treasury Regulations; any IRS guidance published in the Internal Revenue Bulletin and/or Cumulative Bulletin; any notice, announcement, revenue ruling or revenue procedure or similar authority issued by the IRS; or any other administrative guidance, in each case, interpreting or applying Section 1101 of the Budget Act ("Further Guidance"), the Members shall further amend this Agreement to include such Further Guidance in a manner consistent with this Section 8.3.

VIII.3. Fiscal Year of the Company. The fiscal year of the Company will be January 1 through and including December 31.

VIII.4. Reports. The Company shall cause to be filed, in accordance with the Act, all reports and documents required to be filed with any governmental agency. The Company shall cause to be prepared at least annually information concerning the Company's operations necessary for the completion of the Members' federal and state income tax returns. The Company shall send or cause to be sent to each Member within ninety (90) days after the end of each taxable year (i) such information as is necessary to complete the Member' federal and state income tax returns and (ii) a copy of the Company's federal, state, and local income tax or information returns for the year.

ARTICLE IX. DISSOLUTION AND WINDING UP.

IX.1. Conditions of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

(a) Upon the happening of any event of dissolution specified in the Articles of Organization;

(b) Upon the entry of a decree of judicial dissolution under Colo. Rev. Stat. § 7-80-810 and Colo. Rev. Stat. § 7-80-813.

(c) The occurrence of a Dissolution Event and the failure of the Remaining Members consent in accordance with Section 7.1 to continue the business of the Company within ninety (90) days after the occurrence of such event; or

(d) The sale of all or substantially all the assets of the Company.

IX.2. Winding up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up. The Company shall give written notice of the commencement of the dissolution to all its known creditors.

IX.3. Order of Payment of Liabilities Upon Dissolution. After determining that all known debts and liabilities of the Company have been paid or adequately provided for, the remaining assets shall be distributed to the Members in accordance with their positive capital account balances, after considering income and loss allocations for the Company's taxable year during which liquidation occurs.

IX.4. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall be entitled to look only to the assets of the Company for the return of Member's positive Capital Account balance and shall have no recourse for Member's Capital Contribution and/or share of Net Profits against any other Member except as provided in Article X.

IX.5. Statement of Dissolution. Upon the completion of the winding up of the Company's affairs, the Company shall file a Statement of Dissolution with the Colorado Secretary of State.

ARTICLE X. INDEMNIFICATION.

X.1. Indemnification of Agents. The Company shall indemnify any Member and may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that Member is or was a Member, officer, employee or other agent of the Company or that, being or having been such a Member, officer, employee or agent, Member is or was serving at the request of the Company as a manager, director, officer, employee, trustee or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other entity (all such persons being referred to hereinafter an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

ARTICLE XI. INVESTMENT REPRESENTATIONS.

Each member hereby represents and warrants to, and agrees with, the Members and the Company as follows:

XI.1. Preexisting Relationship or Experience. Member has a preexisting personal or business relationship with the Company or one or more of its officers or controlling persons, or by reason of Member's business or financial experience, or by reason of the business or financial experience of Member's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, Member is capable of evaluating the risks and merits of an investment in Company and of protecting Member's own interests in connection with this investment.

XI.2. No Advertising. Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, article or any other form of advertising or general solicitation with respect to the sale of the Membership Interest.

XI.3. Investment Intent. Member is acquiring the Membership Interest for investment purposes for Member's own account only and not with a view to or for sale in connection with any distribution of all or any part of Membership Interest. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

ARTICLE XII. MISCELLANEOUS.

XII.1. Counsel. This Agreement has been prepared by counsel to Nickifor Gromicko. Other Members are advised to seek their own legal advice regarding this Agreement.

XII.2. Complete Agreement. This Agreement and the Articles of Organization constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter herein and therein, and shall replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Organization conflict with any provision of this Agreement, the Articles of Organization shall control.

XII.3. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

XII.4. Interpretation. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or their counsel.

XII.5. Jurisdiction. Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Colorado in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Member further agrees that personal jurisdiction over Member may be effected by service of process by registered or certified mail addressed as provided in Section 12.8 of this

Agreement, and that when so made shall be as if served upon Member personally within the State of Colorado.

XII.6. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

XII.7. Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include facsimile) and will be deemed given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address specified in Exhibit A hereto. Any party may, at any time by giving five (5) days' prior written notice to the other Members, designate any other address in substitution of the foregoing address to which such notice will be given.

XII.8. Amendments. All amendments to this Agreement will be in writing and signed by all the Members.

XII.9. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XII.10. Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

XII.11. Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

XII.12. Consent of Spouse. Within thirty (30) days after any individual becomes a Member or a Member marries, such Member shall have their spouse execute a consent substantially in the form attached to this Agreement as Exhibit B.

INTENDING TO BE BOUND, all the Members of Spacexploration, LLC, a Colorado limited liability company, have executed this Agreement, effective as of the date written above.

MEMBERS:

____

Maggie Aey

____

Bogdan Kharchenko

____

Nikolai Gromicko

____

Nickifor Gromicko

____

Chris Morrell

ARTICLE XIII.

EXHIBIT A
Member address, email address, capital contribution, and percent interest.

Maggie Aey

- Address
- Email address
- Capital contribution
- 10% interest

Bogdan Kharchenko

- Address
- Email address
- Capital contribution
- 30% interest

Nikolai Gromicko

- Address
- Email address
- Capital contribution
- 10% interest

Nickifor Gromicko

- 3115 Holly Street, Frederick, CO 80516
- gromicko@msn.com
- $30,000
- 30% interest.

Chris Morrell

- Address
- Email address
- Capital contribution
- 10% interest

EXHIBIT B. CONSENT OF SPOUSE.

SPOUSAL CONSENT AND ACKNOWLEDGMENT

The undersigned spouse of [name] ("Owner") hereby acknowledges that the Membership Interest of Owner in Spacexploration, LLC (the "Company") is the non-marital property of Owner and that all of the undersigned's right or claim whatsoever in the Membership Interest including, but not limited to, capital, profits, losses and distributions, is subject to the terms and conditions of the Operating Agreement of Spacexploration, LLC (the "Operating Agreement").

In the event the undersigned shall subsequently acquire any right, title, interest or claim in or to the Membership Interest by means of a transfer as described in the Operating, the undersigned consents to and agrees to be bound by the restrictions, option rights and all other terms and provisions of the Operating Agreement.

Dated: ____________

____
Signature

State of Colorado)

County of [name of county]) ss.:

On this [date], before me [name], Notary Public, personally appeared [name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

____
Notary Public