

EnergyCite LTD

A Nevada Limited Liability Corporation

THIS OPERATING AGREEMENT, dated as of 21 July 2015, by and among the undersigned parties, who by their execution of this Operating Agreement have become members of ENERGYCITE LTD., A Nevada limited liability company ("Company"), provides as follows:

RECITALS:

The undersigned parties have caused the Company to be organized as a limited liability company under the laws of the State of Nevada effective as of the date hereof, and they wish to enter into this Operating Agreement in order to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

1.01 The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

- (a) "Act" shall mean Chapter 86 of the Nevada Revised Statutes as amended and in force from time to time.
- (b) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.
- (c) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.
- (d) "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Founding Member, as determined pursuant to Section 6.01 hereof.
- (e) "Code" shall mean the Internal Revenue Code or corresponding provisions of subsequent superseding federal revenue laws.
- (f) "Company" shall refer to ENERGYCITE LTD.
- (g) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.
- (h) "Manager" shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.

(i) "Member" shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.

(j) "Member-Manager" shall mean a Manager who is a Member who owns at least a one-percent interest in each material item of the Company's income, gain, loss, deduction, or credit. Notwithstanding this definition of "Member-Manager," a Member may be a Manager of the Company without meeting these requirements, but any such Member shall not qualify as a "Member-Manager" under this Agreement.

(k) "Membership Interest" shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.

(l) "Operating Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time.

(m) "Person" shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

ARTICLE II

PURPOSES AND POWERS OF COMPANY

2.01 Purposes. The purposes of the Company shall be to:

The specific initial purpose of EnergyCite LTD is to serve as the investment and/or lending vehicle for funds by investors/lenders/members which will be used for the financing of certain USCL Corporation expenses as defined herein as Exhibit "A," as well as the organization, production, and launch of a "crowd funding" production to be launched on Kickstarter, Indiegogo, or the like, to raise operating expenses for the EnergyCite® sponsored Power R Future™ interactive video game series and the formation of the EnergyCite® utility consortium to serve as the licensing agent under contract with USCL Corporation for the USCL patent portfolio comprised of the Tamarkin, et al, utility metering and data acquisition patents (3 US & 2 Israeli) as well as the development of various fusion energy development programs.

Furthermore the Company shall be entitled to engage in the following activities which management from time to time approves:

(a) Buy, take leases of or otherwise acquire, hold, own, use, improve, develop, cultivate, grant, bargain, sell, convey, lease, mortgage, or otherwise dispose of, and in all respects deal in and with real properties, improved or unimproved and any interests and rights therein that the managers may from time to time deem to be in the best interests of the Company.

(b) Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange, or otherwise dispose of stocks, securities, partnership interests, CDs, mutual funds, commodities, and any and all investments whatsoever, that the Managers may from time to time deem to be in the best interests of the Company; and:

(c) Engage in and carry on any other lawful business whatsoever which may seem, to the managers, capable of being carried on in connection with the foregoing purposes and powers or calculated directly or indirectly to promote the interests of the Company or to enhance the value of its properties and holdings.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act to the extent such powers and rights are not proscribed by the Articles.

ARTICLE III
FOUNDING MEMBERS; PRINCIPAL OFFICE

3.01 Names and Addresses of Founding Members. The names and addresses of the Founding Members are as follows:

Name:	Percentage of initial interest:
Tom D. Tamarkin 5545 El Camino Avenue Carmichael, California 95608	25%
Pat Boone 9220 Sunset Boulevard Suite 310 Los Angeles, California 90069	25%
Donald London 7481 Slug Gulch Rd. Somerset, California 95684	25%
Emily Tamarkin 5545 El Camino Avenue Carmichael, California 95608	25%

It is noted that Tom Tamarkin is the founder of USCL Corporation and its CEO since inception in May 1995, and Tamarkin is the principal inventor of U.S. patents numbers 7,379,791, 8,306,668, & 8,639,390 and two patents in the State of Israel currently in good standing. It is further noted that Tom Tamarkin has organized the “Fusion 4 Freedom” and the “Fuel R Future” websites and associated business opportunities. Tamarkin is also the conceiver and initial developer of the Power R Future™ video games series. Tamarkin has not taken a salary from USCL Corporation since 2007 but has accrued a salary obligation based on the authorization from the USCL Corporation Board of Directors.

It is noted that Pat Boone has served as the EnergyCite® “official spokesman” since June 2011 pursuant to a memorandum of understanding (MOU) with USCL Corporation wherein it was agreed that Boone would receive 10% of EnergyCite® for his efforts. Those efforts include but are not limited to helping EnergyCite® (now EnergyCite LTD) raise operating capital.

It is noted that Donald London is an early major investor in USCL Corporation and has loaned Tom Tamarkin funds in the approximate amount of \$60,000 since November 2012 which Tamarkin has used to further the activities of USCL Corporation and its maintenance including but not limited to the furtherance of its patents in the United States and Israel as well as funds used to meet personal and family living expenses.

It is noted that Emily Tamarkin has served as Secretary of USCL Corporation since inception and has also served as office administrator and financial book keeper under the direction of the firm’s Acting CFO, Thomas Powers. Emily Tamarkin has also served as the company’s chief marketing materials developer. Emily Tamarkin has not

taken a salary out of USCL since 2007 but has accrued a salary obligation based on the authorization from the USCL Board of Directors.

3.02 Principal Office. The principal office of the company in the State of Nevada shall be located at 204 West Spear Street in Carson City. The company may have such other offices, either within or without the state of Nevada as the managers may designate or as the business of the company may from time to time require.

ARTICLE IV **MEMBERS**

4.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

(i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members.

(ii) Electing the Managers as provided in Article V hereof.

(iii) Taking any action which would make it impossible to carry on the ordinary business of the Company.

(iv) Confessing a judgment against the Company in excess of \$5,000.

(v) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(vi) Loaning Company funds in excess of \$50,000 or for a term in excess of one year to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of the Members holding a majority of the Membership Interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters that require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04 Annual Meeting. An annual meeting of the Members shall be held on the last Wednesday in February of each year at 10:00 a.m. or at such other time as shall be determined by the Managers for the purpose of the transaction of such business as may come properly before the meeting.

4.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any two Members, or such lesser number of Members as are Members of the Company.

4.06 Place of Meeting. The place of any meeting of the Members shall be the operations office of the Company, unless another place, either within or without the State of Nevada, is designated by the Managers.

4.07 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, to each Member, unless the Act or the Articles require different notice.

4.08 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Managers. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.09 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.10 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.11 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, the Members holding a majority of the Membership Interests may take action as to any matter specified in Section 4.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

ARTICLE V **MANAGERS**

5.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

- (c) Collecting funds due to the Company.
- (d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.
- (e) To the extent that funds of the Company are available therefore, paying debts and obligations of the Company.
- (f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.
- (g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.
- (h) Making elections available to the Company under the Code.
- (i) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.
- (j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.
- (k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

5.02 Election, Etc. of Managers.

- (a) The Members hereby unanimously elect Tom D. Tamarkin as the initial Operating Manager of the Company, to serve until the first annual meeting of the Members and until their respective successors shall be duly elected and qualified.
- (b) The Members shall elect one or more Persons as Manager(s) at each annual meeting of the Company to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Person may be removed as a Manager by the Members with or without cause at any time. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove Managers shall be subject to the restrictions set forth in Section 5.03 hereof.

5.03 Voting Agreement. For so long as the Members are Members and have not consented otherwise in writing, each Member agrees at all times to vote their entire Membership Interest (whether in the election of Managers or in any vote to remove a Manager) so as to cause the Founding Members, or such Person(s) whom they designate by mutual agreement, to be the sole and exclusive Manager(s) of the Company. If any of the Founding Members ceases to be a Member, and the other Founding Member(s) continues as a Member, each Member hereby agrees at all times to vote their entire Membership Interest (whether in the election of Managers or in any vote to

remove a Manager) so as to cause the Founding Member(s) who continues to be a Member, and his designee, if any, to be the sole and exclusive Manager(s) of the Company. At such time as all of the Founding Members have ceased to be Members, the covenants contained in this Section shall terminate.

5.04 Action by Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

5.05 Execution of Documents and Other Actions. The Managers may delegate to one or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.04 hereof.

5.06 Single Manager. If at any time there is only one Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

5.07 Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.08 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses that were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.09 Competition. During the existence of the Company, the Managers shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Managers, for their own account and for the account of others, may engage in business ventures, including the acquisition of real estate properties or interests therein and the development, operation, management and/or syndication of real estate properties or interests therein, which may compete with the business of the Company. Each Member hereby expressly consents to the continued and future ownership and operation by the other Members or the Managers of such properties and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.10 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.11 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except

for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. Each Founding Member, upon the execution of this Operating Agreement, shall be obligated to make a Capital Contribution in the amount of Seven Hundred Fifty Dollars (\$750.00) within the first calendar year of the Company's operations. The initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his Membership Interest from the Company shall be determined by a specific investor/member/ lender agreement or in the absence thereof by the Manager.

6.02 Additional Capital Contributions. No Member shall be required to make any Capital Contribution in addition to his Initial Capital Contribution. The Founding Members, as defined in Section 5.03, may make additional Capital Contributions to the Company with the consent of the Members. Otherwise, the Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made pro rata by all the Members or all the Members consent in writing to any non-pro rata contribution. The fair market value of any property other than cash or widely traded securities to be contributed as an additional Capital Contribution shall be (a) agreed upon by the contributing Member and a majority in interest of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Managers.

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, or by a duly executed agreement on behalf of the Company, the Members shall not be allowed to withdraw or have refunded any part of their Capital Contribution.

6.04 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers; provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure such borrowing.

6.05 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article IX hereof) shall be made to the Members in proportion to their respective Membership Interests. All distributions of cash or property shall be made at such time and in such amounts as determined by the Managers. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.06 Allocations. Except as otherwise provided in Section 6.07 hereof, all items of income, gain, loss, deduction and credit, whether resulting from the Company's operations or in connection with its dissolution, shall be allocated to the Members for federal, state and local income tax purposes in proportion to their respective Membership Interests.

6.07 Allocation with Respect to Property. If, at any time during the Company's existence, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value and such property is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deductions and credits with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Code.

ARTICLE VII
RECORDS, REPORTS, ETC.

7.01 Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act.

7.02 Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Managers shall cause to be delivered to each Member a statement setting forth such Member's allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare his federal, state and local income tax returns in accordance with all then applicable laws, rules and regulations. The Managers also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

7.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Managers, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Managers. All withdrawals from any such bank accounts or investments established by the Managers hereunder shall be made on such signature or signatures as may be authorized from time to time by the Manager(s). Any account opened by the Managers for the Company shall not be commingled with other funds of the Managers or interested persons.

ARTICLE VIII
ASSIGNMENT; RESIGNATION

8.01 Assignment Generally. Each Member hereby covenants and agrees that they will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of their interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such interest to the Company. The Company shall have the right to accept the offer at any time during the 30 days following the date on which the written offer is delivered to the Company. The consent of all the Managers shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the 30 day period, such interest may during the following 60 days be disposed of free of the restrictions imposed by this Operating Agreement; provided, however, that the purchase price for such interest shall not be less and the terms of purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest. Any interest not so disposed of within the 60-day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the consent of a majority of the non-assigning Member-Managers; or, if there are no Member-Managers, upon the consent of a majority of the non-assigning Members.

8.02 Gift to Family Member. Notwithstanding Section 8.01, a Member shall not be required to offer to sell his Membership Interest to the Company prior to transferring his Membership Interest to his spouse or any of his descendants, or to a trust the sole beneficiaries of which are one or more of his spouse and his descendants, provided that such transfer is by way of gift or testamentary or in testate succession. Notwithstanding the preceding sentence, no assignee of a Membership Interest by way of gift shall become a Member of the Company except upon the consent of a majority of the non-assigning Member-Managers; or, if there are no non-assigning Member-Managers, upon the consent of a majority of the non-assigning Members.

8.03 Absolute Prohibition. Notwithstanding any other provision in this Article VIII, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel

for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

8.04 Resignation. Any Member may elect to withdraw from the Company and to sell his entire interest in the Company to the Company at any time by serving written notice of such election upon the Company. Such notice shall set forth the date upon which such withdrawal shall become effective (the "effective date"), which shall not be less than 60 days and not more than 90 days from the date of such notice. The purchase price for a withdrawing Member's membership interest in the Company shall be not less than ten dollars (\$10.00).

8.05 Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void and of no force or effect whatsoever.

ARTICLE IX

DISSOLUTION AND TERMINATION

9.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) Any event that under the Articles requires dissolution of the Company;
- (b) The unanimous written consent of the Members to the dissolution of the Company;
- (c) The bankruptcy of a Member-Manager unless the Company is continued by the consent of a majority in interest of the remaining Members. If there are no remaining Member-Managers, then the bankruptcy of a Member shall cause the Company to be dissolved unless the Company is continued with the consent of a majority in interest of the remaining Members;
- (d) The entry of a decree of judicial dissolution of the Company as provided in the Act; and
- (e) Any event not set forth above that under the Act requires dissolution of the Company.

9.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

- (a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof; and/or
- (b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

9.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

9.04 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

- (a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves that the Managers (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Managers (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

(c) Third, to the Members in proportion to their respective Membership Interests.

(d) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser, selected by the Managers (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

9.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 6.06 above.

9.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Attorneys' Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney's fees and court costs.

10.02 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other Person at his address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally or by telegram or facsimile sent to his address as it appears on the records of the Company. The addresses of the initial Members as shown on the records of the Company shall originally be those set forth in Article III hereof. Any Person may change his address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

10.03 Application of Nevada Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nevada, without reference to its choice of law provisions, and specifically the Act.

10.04 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the unanimous written consent of the Members.

10.05 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

10.06 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.07 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.08 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.09 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

10.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.13 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, representing all of the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company.

DATED THIS 21ST DAY OF JULY 2015



TOM D. TAMARKIN, MEMBER/OPERATING MANAGER

ATTEST:



EMILY J. TAMARKIN, MEMBER/SECRETARY

Exhibit “A”

Authorized USCL Corporation Expenses

1. Legal, accounting, & organizational expenses including Nevada Secretary of State Corporation fees, not to exceed \$20,000.
2. Patent fees necessary to maintain the Tamarkin, et al, patents in the United States and Israel including maintenance fees to the United States Patent and Trademark Office & the State of Israel Minister of Justice, Office of Patents and the designated USCL U.S. and Israeli patent counsel; as of July 21, 2015 such fees are under \$4,000.