

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
A Priori Analytics Group, LLC

THIS OPERATING AGREEMENT (the "Agreement") for A Priori Analytics Group, LLC, a member-managed limited liability company (the "Company") organized under the laws of the State of Maryland, is entered into and shall become effective as of the 15th day of March, 2016 by and among the persons executing this Agreement (collectively referred to as the "Members").

ARTICLE 1
COMPANY FORMATION

1.1 *Formation.* The Company was formed and duly registered with the competent Maryland State Government agency on September 20, 2011 pursuant to the Limited Liability Company Act of the State of Maryland (the "Act"). A copy of the Articles of Organization has been placed in the Company's records book. The rights and obligations of the Members are as provided in the Act, except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name A Priori Analytics Group, LLC, or such other name upon which the Members may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Maryland.

1.4 *Office.* The Company will maintain its principal business office within the State of Maryland at the following address: 38 Maryland Ave., Suite 413, Rockville, MD 20850.

1.5 *Registered Agent.* Tyler Yang is the Company's registered agent in the State of Maryland, and the registered office is 51 Monroe Street, Suite 1100, Rockville, MD 20850.

1.6 *Term.* The term of the Company commenced on September 20, 2011 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Exhibit 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE 2
CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

ARTICLE 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital account interest in the Company as set forth in Exhibit 2 and as revised from time to time by the Members.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for salaries, compensations, expenses and liabilities, as determined by the Members.

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution, except as expressly provided in this Agreement. No Member has any drawing account in the Company.

ARTICLE 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which the person reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was lawful.

ARTICLE 5

MANAGEMENT

5.1 *Management of the Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.1.4 Notwithstanding Article 5.1.2, any decision that involves a sale of the business, a loan, an acquisition of another company, must have the unanimous consent of all Members.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority in Interest of the Members.

5.2.1 *Votes.* A Member has the amount of votes according to the Member's percentage of ownership interest as set forth in Exhibit 2 and as amended from time to time by the Members. (Example: 10% equals 10 votes.)

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Article 8.

SECTION 6

COMPENSATIONS, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Compensations.* Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services as approved unanimously and in writing by all Members.

6.2 *Reimbursement.* The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company if unanimously agreed upon by all Members.

6.3 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

ARTICLE 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes. The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by all Members.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each member. It shall reflect each member's capital contribution to the Company, increased by each member's share of profits in the Company, decreased by each member's share of losses and expenses of the Company, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account in the name of the Company as determined by a majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

ARTICLE 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of the majority of the other non-transferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Article 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Article 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Article 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 The non-transferring Members may unanimously approve the sale of transferring Member's interests to grant full membership benefits and functionality to the new member. The non-transferring Members must unanimously approve the sale, or the purchaser or transferee will have no right to participate in the management of the Company, and shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that new Member would otherwise be entitled. The transferring Member must disclose to purchaser or transferee if the other Members will not approve the sale.

8.3. *Assignment of Economic Interests.* Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in the Company, and the assignee shall not become a member of the Company.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member.

8.4.1 Any transfer of Economic Rights pursuant to Article 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time as the transferee of the Economic Rights becomes a fully substituted Member.

ARTICLE 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair market value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution.

ARTICLE 10

GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.5 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.6 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses shown in Exhibit 1 attached hereto for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first written above.

MEMBERS:

Chou-Yu Lo
Printed/Typed Name


Signature

Sujuan S. Wang
Printed/Typed Name

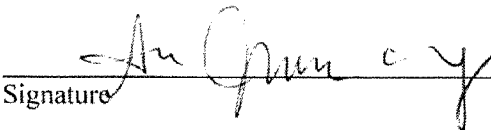

Signature

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
A Priori Analytics Group LLC, LLC**

LISTING OF MEMBERS

As of the 15th day of March, 2016, the following is a list of Members of the Company:

| NAME | ADDRESS |
|---|--|
| <u>Chou-Yu Lo</u> Printed/Typed Name | <u>220 Goodall St., Gaithersburg, MD 20878</u> <hr/> |
| <u>Sujuan S. Wang</u> Printed/Typed Name | <u>38 Maryland Ave., Suite 413, Rockville, MD 20850</u> <hr/> |

Authorized by Members to provide Member Listing as of this 15th day of March, 2016.

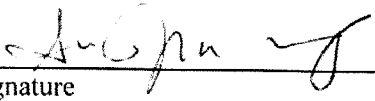
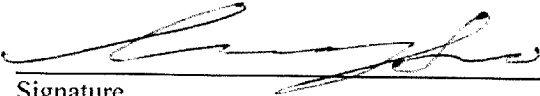
| | |
|---|---|
| <u>Sujuan S. Wang</u> Printed/Typed Name |  Signature |
| <u>Chou-Yu Lo</u> Printed/Typed Name |  Signature |

EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

A Priori Analytics Group, LLC

CAPITAL CONTRIBUTIONS

Pursuant to Article 2 of the Agreement, the description and each individual portion of the Members' initial contribution are as follows:

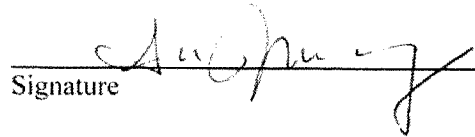
| NAME | CONTRIBUTION | % OF OWNERSHIP INTEREST |
|----------------|---------------|-------------------------|
| Chao-Yu Lo | Cash \$51,000 | 51% |
| Sujuan S. Wang | Cash \$49,000 | 49% |

SIGNED AND AGREED this 15th day of March, 2016

Chao-Yu Lo
Printed/Typed Name


Signature

Sujuan S. Wang
Printed/Typed Name


Signature