

LIMITED LIABILITY COMPANY AGREEMENT

OF

JAWS NFT CLUB LLC

A Texas Series Limited Liability Company

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**LIMITED LIABILITY COMPANY AGREEMENT
OF
JAWS NFT CLUB LLC**

This limited liability company agreement of Jaws NFT Club LLC, a Texas series limited liability company (the “**Company**”) is entered into and made effective as of October 26, 2021 by HTX Tech Labs LLC, a Texas limited liability company, as the Manager of the Company, and American Resource Investments LLC, as the initial Member of the Company.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means, with respect to a Person, another Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with the Person in question. The term “control”, as used in the preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the policies of the controlled Person.

“**Available Cash**” shall mean: (i) all revenues earned by or associated with the Series (excluding, for the avoidance of doubt, any capital contributions) reduced by (A) expenses, (B) taxes (and any reserves for taxes), (C) payments on indebtedness, and (D) all cash reserves set aside by the Series Manager which the Series Manager deems necessary, in the exercise of the Series Manager’s sole and absolute discretion, to accomplish the Series’ business; plus (ii) any other funds, including amounts previously set aside as reserves by the Series Manager, deemed available, in the sole and absolute discretion of the Series Manager, for distribution as Available Cash.

“**Agreement**” means this limited liability company agreement.

“**Business Day**” means any day other than Saturday, Sunday, or other day on which commercial banks in Texas are authorized or required to close.

“**Capital Contribution**” means, with respect to a Series Member, the amount of cash or the fair market value of any other property contributed to the Series by that Member in exchange for a Membership Interest in that Series.

“**Certificate**” means the Certificate of Formation of the Company filed on October 26, 2021 with the Secretary of State of Texas.

“**Claims**” means all actions, suits, proceedings, claims, hearings, investigations, charges, complaints, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, liens, losses, expenses, and fees, including court costs and reasonable attorney’s fees and expenses

“**Code**” means the Texas Business Organizations Code, as amended from time to time.

“**Company**” means JAWS NFT Club LLC, a Texas series limited liability company.

“**Effective Date**” means the date set forth in the preamble.

“**Fiscal Quarter**” means for each Fiscal Year, the periods from January 1 through March 31, April 1 through June 30, July 1 through September 31 and October 1 through December 31.

“**Fiscal Year**” means the date hereof through December 31 of the current calendar year, and each calendar year thereafter.

“**Indemnified Party**” means the Manager, each Series Manager, and their Affiliates, employees, agents, representatives, directors, officers, partners, and shareholders.

“**Initial Member**” means American Resource Investments LLC, a Texas limited liability company.

“**Manager**” means HTX Tech Labs LLC, a Texas limited liability company, unless and until another Person becomes Manager pursuant to this Agreement. After such substitution, such Person shall become the Manager.

“**Member**” means, as the context requires, a member of the Company and thereafter any Person from time to time admitted as a Member of the Company.

Admission as a Member of the Company shall not require the Person to be associated with any one or several of the Series. A Person may be admitted as a Member who is associated with no Series, with any one particular Series, with any several Series, or with all the Series as hereafter provided.

Admission as a Member of the Company shall be in accordance with the terms of this Agreement and the Code until such Person ceases to be a Member of the Company.

“**Membership Interests**” means all of the rights and interests, if any and of whatsoever nature of the Members in the Company, including the right to participate in the affairs and financial operating results of the Company, or, as the context requires, the right to also participate in the affairs and financial operating results of one or more Series with which the Series Member is associated including the Series Member’s right, to the extent herein expressly provided, to receive distributions of funds, and to receive allocations of income, gains, losses, deductions, and credits (i) from the Company or (ii) from one or more Series with which the Member is associated. A Membership Interest may be associated: (i) with no Series, (ii) with any one or several (but not all) Series of the Company or (iii) with all the Series of the Company as hereafter provided. A Member’s or a Series Member’s Membership Interest may be represented by a number of Units.

“**Ownership Schedule**” means a schedule setting forth the Membership Interest (which may be represented by the number of Units owned by each Series Member) owned by each Series Member or the Sharing Ratio of each Series Member.

“**Person**” means any natural person, partnership (whether general or limited), limited liability company, trust estate, association, corporation or other entity.

“**Reserve Amount**” means the amount from time to time established by the Manager as a reserve to meet the reasonably anticipated working capital needs of the Company and the Series.

“**Series**” means any individual and separate Series which has been, or will be, established as herein provided in Article 3 of this Agreement to hold assets or engage in other designated activities and which assets or activities are associated solely with that Series in accordance with Section 101.601 of the Code. The Company may establish one or more Series, and each Series shall have its own Series Member(s) and its own Series Manager(s), and the identity of such Series Member and each Series Manager for that particular Series may be identical to or different than the identity of the Series Members or Series Managers of other Series within the Company.

A particular Series shall have its own assets and liabilities apart from those of other Series within the Company and apart from those of the Company as more specifically provided in Article 3 of

this Agreement.

“**Series Manager**” means HTX Tech Labs LLC, unless the Manager designates a different Series Manager. Any such Series Manager’s responsibilities as a Manager of a specific Series shall be distinct and separate from its responsibilities as the Manager for any other Series herein and is further distinct and separate from its responsibilities as a Manager of the Company, if applicable.

“**Series Member**” means a Person who is associated as a member of a particular Series, as admitted in accordance with the procedures set forth in this Agreement or in accordance with the Code, until such Person ceases to be a Series Member. The designation as a Series Member shall entitle a Person to share in, and bear, the items of income, gain, deduction, loss and credits of the particular Series with which the Series Member is associated in accordance with the Sharing Ratios of the Series set forth in the Supplement for such Series. A Series Member may be a Series Member in any one, several or all of the Series. The direct association of a Person as a Series Member with any one Series is separate and distinct from such Person’s association as a Series Member with any other Series herein.

“**Sharing Ratios**” means the percentages in which the Members participate in, and bear, certain items of income, expenses and credits generated by the Company or by each (separate) Series. Sharing Ratios shall be established separately for each Series and for each Series Member therein, and separately for the Company and each Member therein so as to govern the sharing of any items not generated by any Series within the Company.

“**Supplement**” means a supplement to this Agreement establishing a new Series, substantially in the form attached as Exhibit B. Exhibit B is the general form for establishing Series hereunder, and is subject to modification as necessary in the sole discretion of the Manager to establish new Series, to admit new Members to a Series, or to modify the provisions pertaining to an existing Series. Each Supplement is hereby incorporated into, and made a part of, this Agreement.

“**Transfer**” (and any grammatical variation thereof) means any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, expulsion of a Member by the Company, transfer or other withdrawal, disposition or alienation in any way as to any interest as of a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, bankruptcy, liquidation, and dissolution.

“**Unit**” means the units of Membership Interest that may be issued in accordance with the terms hereof, each representing a Membership Interest in the Company or of a Series and having the rights and obligations specified with respect to Units in this Agreement.

ARTICLE 2

ORGANIZATIONAL MATTERS; PURPOSE; TERM

Section 2.1 Formation of Company. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, all of the Members of the Company hereby:

(a) acknowledge the formation of the Company as a limited liability company pursuant to the Code by virtue of the Certificate;

(b) confirm and agree to their status as a Member and subscribe for the acquisition of a Membership Interest, as that term is defined herein, upon the terms and conditions set forth in this Agreement;

(c) execute and adopt this Agreement as a “company agreement” pursuant to Sections 101.001(1) and 101.052 of the Code; and

(d) agree and consent to the filing of a Certificate of Amendment with the Secretary of State of Texas reflecting the matters agreed to herein.

Section 2.2 Name. The name of the Company shall be **JAWS NFT Club LLC**. The Company may do business under one or more assumed names in accordance with applicable law. The business of each Series shall be carried on in the name of the Series itself, and the assets owned or held by such Series shall be held in the name of such Series (except as set forth in Section 6.2), or in such other name as the Series Manager for the Series may select.

Section 2.3 Registered Office; Registered Agent; Principal Office. The registered office and the registered agent of the Company in the State of Texas shall be as specified in the Certificate or as designated by the Manager(s). The principal office of the Company shall be at such location as the Manager may designate.

Section 2.4 Purpose of the Company. The Company may engage in any and all lawful business.

Section 2.5 Term. The Company’s existence commenced on the date that the Certificate was filed and shall have perpetual existence, unless sooner dissolved as herein provided.

Section 2.6 No State Law Partnership. The Company shall not be a partnership or joint venture under any state or federal law.

ARTICLE 3

MEMBERSHIP INTEREST; SERIES

Section 3.1 Membership Interest. The Members agree that each Member’s Membership Interest shall be as set forth on Exhibit A hereto, as amended from time to time.

Section 3.2 Series; Members and Membership Interests.

(a) The Company shall be entitled to create one or more Series, as contemplated by the Code, from time to time in the Manager’s sole discretion, and the Manager shall determine and assign the unique identifier for each Series.

(b) Upon establishing an additional Series, the Manager shall designate a Series Manager for such Series.

(c) The Manager shall establish a new Series on behalf of the Company by completing and executing a Supplement for such new Series. Upon completion and execution of each such Supplement, a new Series shall be established with the Series Members therein designated, each of which shall have the rights, preferences, privileges, limitations, duties and obligations established by this Agreement as supplemented by such Supplement. Series may be established from time to time and the terms of each Series will be as generally set forth in this Agreement and as specifically set forth in the Supplement establishing the Series described therein. For all purposes of the Code, this Agreement together with each Supplement established from time to time constitute the "company agreement" of the Company within the meaning of the Code. Notwithstanding any other provision of this Agreement, the establishment of a new Series and the execution of any Supplement will not be deemed an amendment of this Agreement. The terms of this Agreement shall apply to all Series, unless stated otherwise in a Supplement. A Supplement may set forth different or additional terms than this Agreement. In case of any

conflict or discrepancy between this Agreement and a Supplement, the Supplement shall prevail.

(d) Each Series:

(i) shall be associated with its own assets which shall be separate from the assets associated with the remaining Series and separate from the assets owned by the Company; and

(ii) shall have the separate rights and powers as herein provided and which shall be separate from the rights and powers of the remaining Series within the Company and separate from the rights and powers of the Company except as might be provided in this Agreement; and

(iii) shall have separate business purposes, accounting pools, allocations and distributions as herein provided and which shall be separate from the business purposes, accounting pools, allocations and distributions of the remaining Series within the Company and separate from the business purposes, accounting pools, allocations and distributions of the Company itself except as might be provided in this Agreement.

The debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing from time to time with respect to a particular Series shall be enforceable against the assets of such Series only, and not against the assets of any other Series or of the Company generally, and, unless the Manager or the Series Manager for another Series explicitly agrees in writing otherwise, none of the debts, liabilities, obligations and expenses incurred, contracted for, or otherwise existing with respect to the Company generally or any other Series shall be enforceable against the assets of such Series.

(e) Notwithstanding the foregoing, any assets or liabilities of the Company used by (or incurred in connection with the activities of) more than one Series will be allocated to each Series by the Manager in good faith.

(f) Upon admission as a Series Member, the Series Member shall then be designated as a Series Member associated with the Series to which he subscribed. The Series Member is only to be associated with a portion of the assets, liabilities, gains and losses of the Series without consideration of the activities and assets of any other Series. Each Series Member shall have the rights, duties and powers as herein provided with respect to each Series with which the Member is associated.

(g) The Company shall be generally managed by the Manager. As provided in Article 4, each Series shall be managed by the Series Manager designated for that Series who shall have, with respect to the particular Series in question, the powers not otherwise provided herein to the Manager.

(h) The aggregate Sharing Ratios for any Series shall be as set forth in the Supplement creating that Series, as it may be thereafter amended.

(i) The Manager shall create and maintain an Ownership Schedule for each Series, and the Members acknowledge and agree that the Ownership Schedules shall not be attached to this Agreement. Upon request to the Company, a Series Member shall be provided a copy of, or access to, the Ownership Schedule for such Member's Series. Each Series Member acknowledges and agrees that such Series Member shall never have the right to review or gain access to any Ownership Schedule for a Series in which such Member owns no Units.

(j) Each Member waives any claim as to the assets included in such Series and to any and all factors affecting the composition of any Series, and whether the Manager or the Series Manager, as applicable, acted in the best interest of, or in good faith with respect to, the composition and/or syndication of any Series.

(k) Without limiting the generality of the Manager's authority herein, the Manager

has full discretion to designate assets to be owned or held by Series.

Section 3.3 Creation and Issuance of Additional Membership Interests or Units. Additional Membership Interests or Units associated with an existing Series or new or other Series may be created and issued to existing Series Members or to other Persons (where such other Persons are admitted to the Company as Members with the approval of the Manager) on such terms and conditions as the Manager may approve at the time of admission.

Section 3.4 Liability to Third Parties. Except as required by the Code, no Member, solely by reason of being a Member, shall be liable for the debts, obligations, or liabilities of the Company nor shall a Person who is a Series Member associated with a particular Series be liable for the debts, obligations, or liabilities of that Series with which the Member is associated or the debts, obligations or liabilities of another Series within the Company or the debts, obligations or liabilities of the Company generally.

Section 3.5 Waiver of Fiduciary Duties. To the maximum extent permitted by law, each Member and each Series Member absolutely and irrevocably waives any and all Claims arising out of or in connection with any breach of any fiduciary duty by any other Member, Series Member, the Manager or any of its Affiliates, or the Series Manager, with respect to actions taken or omitted by them, which actions or omissions would otherwise constitute the breach of any fiduciary duty owed to the Members or the Series Members (or any of them), except a breach of any specific term of this Agreement or a Supplement. It is the express intent of the Members that each Member, Manager, Series Manager and each and all of their Affiliates shall be and hereby are relieved of any and all fiduciary duties which might otherwise arise out of or in connection with this Agreement to the Members, the Series Members, or any of them.

ARTICLE 4

MANAGEMENT OF COMPANY AND SERIES

Section 4.1 Management of Company and Series.

(a) The overall management and control of the business and affairs of the Company shall be vested in the Manager, subject to this Section 4.1. Without limiting the generality of the foregoing, the Manager is specifically authorized to perform the following actions on behalf of the Company:

- (i) Authorize, create, designate, or determine any new Series;
- (ii) Issue any new Units or securities convertible into Units or issue options or warrants to purchase Units;
- (iii) Authorize (A) the merger, consolidation, or similar combination of the Company with any other entity or (B) the sale of the Company's assets outside of the normal course of business;
- (iv) Except as otherwise contemplated by this Agreement, authorize, or set aside any sums for, the purchase, repurchase, redemption, or other acquisition by the Company of any Series Member's Membership Interest in a Series;
- (v) Except as otherwise provided in this Agreement, approve the Transfer of Units;
- (vi) Make loans or distributions to Members;

(vii) Borrow money and otherwise obtain credit and other financial accommodations;

(viii) Perform or cause to be performed all of the Company's obligations under any agreement to which the Company is a party, including any obligations of the Company or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the Company;

(ix) Employ, engage, retain, or deal with any Persons to act as employees, agents, brokers, accountants, debt collectors, lawyers, or in such other capacity as may be necessary or desirable;

(x) Appoint individuals to act as officers of the Company and delegate to such individuals such authority to act on behalf of the Company and such duties and functions as would normally be delegated to officers of a corporation holding similar offices;

(xi) Adjust, compromise, settle, or refer to arbitration any claim in favor of or against the Company or any of the Company's assets (subject to Section 4.1(c));

(xii) Make elections in connection with the preparation of any federal, state, and local tax returns of the Company and institute, prosecute, and defend any legal action or any arbitration proceeding;

(xiii) Acquire and enter into any contract of insurance necessary or proper for the protection of the Company or any Member or any Manager, including to provide the indemnity described in Section 4.4;

(xiv) Approve technical amendments to this Agreement (except as otherwise provided in Section 12.3) or the Certificate;

(xv) Obtain bonds or licenses as may be required of behalf of the Company or a Series;

(xvi) Establish a record date for any distribution to be made under Article 8;

(xvii) Designate a new Partnership Representative; and

(xviii) Perform any other act that the Manager may deem necessary or desirable for the Company as well as the Company's business.

(b) The Manager shall be reimbursed for all direct costs and expenses reasonably incurred for the benefit of the Company and attributable to the operation of the Company, including any expenses incurred by the Manager in preparing financial statements of the Company and expenses of an outside accounting firm's review of federal and state income tax returns. The Manager shall also be reimbursed for all reasonable costs and expenses, including outside legal, accounting, and other fees, incurred in connection with any offering or Transfer of Units. All amounts payable to the Manager under this Section 4.1(b) shall be payable prior to, and shall be in addition to, any other amounts payable under this Agreement, including Article 8.

(c) The day to day internal affairs of a Series shall be directed by the Series Manager designated for that particular Series.

(d) Each Manager and the Series Manager shall devote such time to the affairs of the Company as is reasonably necessary for performance by such Manager or Series Manager of its duties; provided, however, that such Series Manager or the Manager shall not be required to devote its full time to such affairs. Each Manager and Series Manager shall discharge its duties in a good and proper manner as provided for in this Agreement.

Section 4.2 Reliance by Third Parties. Any third party doing business with the Company or with any Series, including banks, lenders, and Investors, may rely upon any actions taken or document executed by the applicable Manager without duty of further inquiry, and may assume that such Manager has the requisite power and authority to take the actions or execute the document in question.

Section 4.3 Compensation of Series Manager. The Series Manager shall be compensated as set forth in each Supplement.

Section 4.4 Indemnification; Reimbursement of Expenses; Insurance. To the fullest extent permitted by law, and subject to the limitations set forth in this Section: (a) the Company shall indemnify each Indemnified Person for the entirety of any Claim that such Person may suffer, including, but not limited to, any Manager or Series Manager who was, is or is threatened to be made a party to any threatened, pending or completed Claim, any appeal therein, or any inquiry or investigation preliminary thereto, solely by reason of the fact that he or she is or was an employee, agent, or representative of a Manager or Series Manager and was acting within the scope of his, her or its duties or on behalf of the Company; (b) the Company shall pay in advance (or if the foregoing is not practicable, reimburse) an Indemnified Person for expenses incurred by him or her (1) in advance of any disposition of a Claim to which such Indemnified Person was, is or is threatened to be made a party, and (2) in connection with his or her appearance as a witness or other participation in any Claim. Such indemnification shall also include counsel fees. The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to any other Indemnified Person under the preceding sentence. The provisions of this Section shall not be exclusive of any other right under any law, provision of the Certificate or this Agreement, or otherwise. Notwithstanding the foregoing, this indemnity shall not apply to acts constituting gross negligence, willful misconduct or bad faith.

Section 4.5 Resignation and Appointment of Managers. The Manager may not resign unless it appoints a substitute Manager. The selection of a substitute Manager shall be in the sole discretion of the Manager. A Series Manager may resign at any time, and upon such resignation, the Manager shall appoint a substitute Series Manager in its sole discretion.

ARTICLE 5

STATUS AND RIGHTS OF MEMBERS

Section 5.1 No Participation in Management. Except as specifically provided herein, no Member shall take part in the conduct or control of the business of the Company or of any Series or the management of such Series or of the Company, or have any right or authority to act for or on the behalf of, or otherwise bind, the Company or any Series.

Section 5.2 Other Activities. Except as expressly otherwise provided herein, any Member may engage in or possess any interest in other business ventures of any nature and description, independently or with others, and neither the Company nor any Member hereof shall have any rights in or to any such independent venture or the income or profits derived therefrom.

Section 5.3 Voting Rights. Except as set forth in Section 12.6(b), Series Members shall not have voting rights with respect to any matter, including a “fundamental business transaction” as defined in the TBOC. This Section is intended to supersede Section 101.356 of the TBOC.

ARTICLE 6

ACCOUNTING AND REPORTING

Section 6.1 Accounts and Reports. The books of account shall be maintained and tax returns prepared and filed on the method of accounting determined by the Manager. The books of account shall be kept at the principal place of business of the Company.

Section 6.2 Bank Accounts. The Company shall open and maintain (in the name of the Company) one or more accounts in a bank or savings and loan association, in which shall be deposited all funds of the Company and each Series. The Company may also open and maintain one or more electronic wallets for the storage and transfer of virtual currency. Withdrawals shall be made upon the signatures of such Persons as the Manager shall designate. The Company is not required to open separate accounts or electronic wallets for each Series. The commingling of the assets of each Series with the assets of other Series in such accounts or electronic wallets is hereby authorized.

ARTICLE 7

CAPITAL CONTRIBUTIONS AND FINANCE

Section 7.1 Return of Contributions. Except as expressly provided herein or in a Supplement, no Member or Series Member shall be entitled to the return of any part of its Capital Contribution, to be paid interest in respect of either its Capital Account or any Capital Contribution made by it or paid for the fair market value of its Membership Interest upon withdrawal or otherwise. Unreturned Capital Contributions shall not be a liability of the Company, any Series or of any Member. No Member shall be required to contribute or lend any cash or property to the Company or any Series to enable the Company or Series to return any Member’s or Series Member’s Capital Contribution.

Section 7.3 Loans. No Member shall be required to guarantee any debt or obligation of the Company.

ARTICLE 8

DISTRIBUTIONS

Section 8.1 Distributions in General. From time to time and in accordance with the Supplement of each Series, the Manager in its sole discretion shall determine the amount of Available Cash of each Series. The Company may distribute Available Cash to the Members on such dates and intervals as the Manager shall determine. Distributions made by the Company generally (as opposed to a Series) shall be paid pro rata to each Member’s Membership Interest. The Series Manager may distribute Available Cash to the Series Members on such dates and intervals and in such amounts as set forth in the Supplement for such Series. Distributions made by the Company generally (as opposed to a Series) shall be paid pro rata to each Member’s Membership Interest.

Section 8.2 Withholding. The Company may withhold distributions or portions thereof if it is required to do so by any applicable rule, regulation, or law, and each Member hereby authorizes the Company or appropriate Series to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Manager reasonably determines that the Company or Series is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amounts so paid or withheld with respect to a Member pursuant

to this Section 8.2 shall be treated as having been distributed to such Member and shall reduce any amounts otherwise distributable to such Member (either currently or in the future) pursuant to Section 8.1 or Article 11.

ARTICLE 9

CAPITAL ACCOUNTS, ALLOCATIONS, AND TAX MATTERS

Section 9.1 Federal Tax Items. Items of income, gain, deduction, loss, credit and all other federal tax items attributable to a particular Series shall be allocated to the Member(s) associated with that Series in the proportions of his Sharing Ratio in that Series and, if the Company has items of income, gain, deduction, loss, credit or other federal tax items, such amounts shall be allocated to the Member of the Company in the proportion of his Company Sharing Ratios.

Section 9.2 Tax Elections. It is anticipated that the Company will elect to report as a disregarded entity for United States federal income tax purposes. Each Series may report as a disregarded entity, a corporation, or as a partnership for United States federal income tax purposes. The Manager is authorized to apply for and obtain a federal tax identification number for each Series.

Section 9.3 Capital Accounts. For any Series that elects to report as a partnership for United States federal income tax purposes (and for the Company, if the Company elects such partnership reporting status), a separate “capital account” for each Member shall be established and maintained throughout the full term of such Series (or the Company, if applicable) in order for the allocations of income and loss provided in this Agreement to have “substantial economic effect” under applicable Treasury regulations. All items of income, gain, loss, deduction, or credit be shall be allocated among the Series Members for each fiscal year pro rata in accordance with their Membership Interests.

Section 9.4 Partnership Representative. If the Company or any Series has elected to be taxed as a partnership for tax purposes, then the Manager shall be the “partnership representative” for the Company and all such electing Series.

ARTICLE 10

TRANSFERS OF INTERESTS AND ADMISSION OF TRANSFEREES

Section 10.1 Restrictions on Transfer. A Transfer shall only be permitted with the consent of the Manager. The Manager may Transfer its interest without consent. A purported Transfer effected without the consent of the Manager shall be void ab initio.

Section 10.2 Consent to Agreement. All proposed members must agree to this Agreement, as they may be amended from time to time, before being admitted as a Member of the Company. A copy of the execution of this Agreement must be provided to the Manager.

ARTICLE 11

WITHDRAWAL, DISSOLUTION, LIQUIDATION, AND TERMINATION

Section 11.1 Dissolution, Liquidation, and Termination Generally.

(a) The Company shall be dissolved upon the first to occur of any of the following listed herein below. The dissolution of the Company shall be accomplished separately from the dissolution of any Series within the Company although a decision to dissolve the Company shall act as a decision of the Manager of each Series, in accordance with Section 11.1(b) below, to dissolve the respective Series for which it is the Manager.

- (i) The sale or disposition of all of the assets of the Company;
- (ii) The completion or termination of the purpose of the Company;
- (iii) The decision of the Manager to dissolve the Company;
- (iv) The occurrence of any event which, as a matter of law, requires that the Company be dissolved; or
- (v) The affirmative vote by Members owning sixty six and 67/100 percent (66.67%) of the Membership Interests to dissolve and terminate the Company.

(b) Any Series of the Company shall be dissolved upon the first to occur of any of the following:

- (i) The sale or disposition of all of the assets of the Series;
- (ii) The decision of the Series Manager to dissolve the Series;
- (iii) The occurrence of any event which, as a matter of law, requires that the Series be dissolved; or
- (iv) The affirmative vote by Series Members owning sixty six and 67/100 percent (66.67%) of the Membership Interests of the Series to dissolve and terminate the Series.

Section 11.2 Liquidation and Termination. Upon dissolution of the Company or a Series, such Person as the Manager or Series Manager may designate shall act as liquidator. For the avoidance of doubt, the Manager or the Series Manager may act as liquidator, but neither the Manager nor Series Manager shall be required to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company or Series and make final distributions as provided herein. The costs of liquidation shall be a Company or Series expense, as determined by the Manager. Until final distribution, the liquidator shall continue to operate the Company or Series with all of the power and authority of the Manager or Series Manager hereunder. Proceeds from the liquidation of a Series shall be made directly to the Series Members in accordance with their Sharing Ratios of that Series. Proceeds from the liquidation of the Company shall be made directly to the Members in proportion with their Membership Interests. The steps to be accomplished by the liquidator are as follows:

- (a) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by the Manager or by the Series Manager of the Series' assets, liabilities, and operations through the last day of the calendar month in which the dissolution shall occur or the final liquidation shall be completed, as applicable;
- (b) the liquidator shall cause the Company or Series to satisfy all of the debts and liabilities of the Company or Series (whether by payment or the making of reasonable provision for payment thereof);
- (c) as appropriate, all remaining assets of a Series shall be distributed to the Series Members in proportion to their Sharing Ratios, and all the remaining assets of the Company shall be distributed to the Members in proportion to their Sharing Ratios.

Section 11.3 Certificate of Termination. In the case of the dissolution, liquidation and termination of the Company, on completion of the distribution of Company assets, the Manager (or such other person as the Code may require or permit) shall file a Certificate of Termination with the Secretary of State of

Texas and take such other actions as may be necessary to terminate the existence of the Company. In the case of the dissolution, liquidation and termination of a Series, the Company shall file such certificates, if any, as may be required by the Code or other law in respect thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 12.1 Notices. All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given or served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid and certified with return receipt requested, (b) by delivering such notice in person to such party, (c) by facsimile, or (d) or via electronic mail with proof of receipt. All notices are to be sent to or made at the addresses set forth on the signature pages hereto. All notices given in accordance with this Agreement shall be effective upon delivery at the address of the addressee. By giving written notice thereof, each Member shall have the right from time to time to change its address pursuant hereto.

Section 12.2 Further Assurances. Each Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. Each Member and Series Member hereby designates the Manager and the Series Manager as such Member's lawful attorney-in-fact to execute and deliver such instruments required hereunder.

Section 12.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. A Person may be bound by this Agreement by executing a separate instrument (such as, but not limited to, a subscription agreement or a Supplement) acknowledging receipt and consent to this Agreement provided that he receives a copy of this Agreement (or is provided access thereto), and upon execution of such other instrument and receipt of this Agreement (or access thereto), such Person grants the Manager a limited power of attorney pursuant to Section 12.2 to execute this Agreement on such Person's behalf, without execution hereto by such Person directly.

Section 12.4 Governing Law; Venue. This Agreement and the obligations of the Members hereunder shall be construed and enforced in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Exclusive venue for any such action shall lie in Harris County, Texas. Each Member hereby irrevocably submits to personal jurisdiction of such court.

Section 12.5 Entire Agreement. This Agreement, including the exhibits or other documents or schedules attached hereto or incorporated herein by reference (including any Supplement) constitutes the entire agreement of the Members with respect to the matters covered herein. This Agreement supersedes all prior agreements and oral understandings among the Members with respect to such matters. To the extent of any conflict between this Agreement and a Supplement, the terms of the Supplement shall prevail.

Section 12.6 Amendment.

(a) Except as provided by law or otherwise set forth herein, this Agreement may be modified or amended only by a written instrument which evidences the approval of Members owning sixty six and 67/100 percent (66.67%) of the Membership Interest of the Company, provided however, that (i) Exhibit A hereto may be amended from time to time by the Manager to the extent required to accurately reflect the then current status of the information contained therein, and (ii) typographical, punctuation, grammatical or other clerical or non-substantive errors may be corrected in the Manager's sole discretion.

(b) The terms of a Supplement can only be amended only by a written instrument which evidences the approval of Members owning sixty six and 67/100 percent (66.67%) of the Membership Interest of that Series, provided however, that (i) the Supplement for that Series may be amended from time to time by the Manager to the extent required to accurately reflect the then current status of the information contained therein, and (ii) typographical, punctuation, grammatical or other errors may be corrected in the Manager's sole discretion.

Section 12.7 No Rights in Third Parties. Except as set forth in Section 4.4, the provisions of this Agreement are made solely for the benefit of the parties hereto and are not for the benefit of any other Person. No other Person shall have any right to enforce this Agreement against any party to this Agreement.

Section 12.8 Waiver. No consent or waiver, express or implied, by any Member or the Manager of any breach or default by any other Member in the performance by the other Member of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligation hereunder. Failure on the part of any Member to complain of any act or to declare any other Member in default, irrespective of how long such failure continues, shall not constitute a waiver of rights hereunder.

Section 12.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 12.10 Ownership of Property and Right of Partition. A Member's interest in the Company or in a Series shall be personal property for all purposes. No Member shall have any right to partition the property owned by the Company or by a Series.

Section 12.11 Captions, References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings are for convenience of reference and shall not affect the construction or interpretation of this Agreement. Whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Agreement they shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or a "Section" shall be construed as referring to the indicated article or section of this Agreement unless the context indicates to the contrary.

Section 12.12 Involvement of Members in Certain Proceedings. Should any Member or Series Member become involved in legal proceedings unrelated to the business of the Company or the Series in which the Company or Series is required to provide books, records, an accounting, or other information, then such Member or Series Member shall indemnify the Company or Series as is appropriate from all expenses incurred in conjunction therewith.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Initial Member and Manager have executed this Agreement to be effective as of the Effective Date.

MANAGER:

HTX TECH LABS LLC

By: AMERICAN RESOURCE INVESTMENTS LLC
Its Manager

By: _____
Name: Tyler Deboer
Title: Managing Member

SERIES MANAGER:

HTX TECH LABS LLC

By: AMERICAN RESOURCE INVESTMENTS LLC
Its Manager

By: _____
Name: Tyler Deboer
Title: Managing Member

INITIAL MEMBER:

AMERICAN RESOURCE INVESTMENTS LLC

By: _____
Name: Tyler Deboer
Title: Managing Member

EXHIBIT A
OWNERSHIP SCHEDULE OF JAWS NFT CLUB LLC

<u>Member</u>	<u>Membership Interest</u>
American Resource Investments LLC	100%