

LIMITED LIABILITY COMPANY AGREEMENT

OF

SINO ATLANTIC SOLUTIONS LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) dated May 22, 2017, is made and entered into by **JIM BIDEN** (the “**Member**”), as the sole member of **SINO ATLANTIC SOLUTIONS LLC**, a Delaware limited liability company (the “**Company**”).

WHEREAS, the Member desires to form a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (as amended from time to time, the “**Act**”).

NOW, THEREFORE, the Member hereby agrees as follows:

Section 1 Formation. The Company was formed as a limited liability company under the laws of the State of Delaware on May 22, 2017 by the filing with the Secretary of State of Delaware of the Certificate of Formation (as such certificate may be amended from time to time, the “**Certificate**”).

Section 2 Purpose. The Company may engage in any lawful business of every kind and character for which a limited liability company may be organized under the Act or any successor statute. The Company shall have all of the powers provided for a limited liability company under the Act.

Section 3 Offices; Registered Agent. The principal place of business of the Company shall be located at such location as the Manager (as defined in Section 11 below) may from time to time determine. The Company may have, in addition to such office, such other offices and places of business at such locations, as the Manager may from time to time determine or the business and affairs of the Company may require. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other person as the Manager may designate from time to time in the manner provided by law. The initial Manager shall be Jim Biden.

Section 4 Filings and Foreign Qualification. Any authorized officer of the Company shall promptly execute and deliver all such certificates and other instruments conforming hereto as shall be necessary to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a limited liability company under the laws of the State of Delaware and for the qualification and operation of a limited liability company in all other jurisdictions where the Company shall propose to conduct business.

Section 5 Term. The Company commenced on the date the Company initially filed its Certificate with the Secretary of State of Delaware and shall have a perpetual existence, unless terminated in accordance with the provisions of this Agreement.

Section 6 Member and Membership Interests. The Member of the Company owns 100% of the membership interests of the Company.

Section 7 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, the Manager (as defined in Section 11) or officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, the Manager or officer of the Company.

Section 8 Admission of the Member. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement.

Section 9 Allocation of Profits and Losses. The Company's profits and losses shall be allocated 100% to the Member.

Section 10 Distributions. Distributions shall be made to the Member at such times and in such amounts as are determined by the Manager.

Section 11 Management; Officers.

(a) Management by the Manager. The management of the Company shall be vested solely and exclusively in a sole manager appointed by the Member (the "**Manager**"). The Manager shall have the full power and authority to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including, without limitation, all powers, statutory or otherwise, possessed by managers of a limited liability company under the laws of the State of Delaware.

(b) Authority of the Manager. The Manager shall have the authority and power to act or on behalf of the Company and to execute, deliver and perform any agreements, acts, transactions or other matters on behalf of the Company.

(c) Officers. The Manager may from time to time appoint officers of the Company and assign in writing titles (including, without limitation, Chief Executive Officer, President, Vice President, Secretary, and Treasurer) to any such person. The officers of the Company will hold office until their successors are elected and qualified or until they otherwise resign. Unless the Manager determines otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are customarily associated with that office. Any delegation pursuant to this Section 11(c) may be revoked at any time by the Manager. The initial President and Chief Executive Officer of the Company shall be Jim Biden.

Section 12 Exculpation and Indemnification.

(a) Exculpation. No Covered Person (as defined in Section 12(d) below) shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(b) Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement; provided, however, that any indemnity under this Section 12 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

(c) Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 12(b).

(d) Covered Person. For purposes of this Section 12, "**Covered Person**" shall mean the Manager, the Member, any affiliate of the Manager or the Member, any officers, directors, shareholders, partners, members, employees, representatives or agents of the Manager or the Member, or their respective affiliates, or any employee or agent of the Company or its affiliates.

Section 13 Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) at the election of the Manager, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Bankruptcy of the Member. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) Liquidation and Winding Up. In the event of dissolution, the Company shall be wound up and its assets liquidated. In connection with the dissolution and winding up of the Company, the Member or such other person designated by the Member shall proceed with the sale, exchange or liquidation of all of the assets of the Company and shall conduct only such other activities as are necessary to wind up the Company's affairs, and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

Section 14 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

Section 15 Construction. As used in this Agreement, the masculine gender shall include the feminine and neuter, and the singular number shall include the plural, and vice versa.

Section 16 Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter.

Section 17 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 18 Amendments. This Agreement may not be modified, altered, supplemented or amended except in a writing signed by the Member. Any attempt to modify, alter, supplement or amend this Agreement in any other manner will be null and void ab initio and of no force or effect.

Section 19 Tax Characterization. As long as the Company has only one member, it is intended that the Company be treated, solely for tax purposes, as a sole proprietorship (in the case of an individual member) or a division of its member (in the case of a corporate member). If the Company has more than one member, it is intended that the Company be treated, solely for tax purposes, as a partnership.

Signature Page Follows

IN WITNESS WHEREOF, the sole Member, intending to be legally bound hereby, executed this Limited Liability Company Agreement of Sino Atlantic Solutions LLC as of the day and year first above written.

By: _____
Jim Biden