

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CLEANUP PRESIDENT LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **CLEANUP PRESIDENT LLC** (the "Company"), is entered into as of the 27 day July, 2018 by **Yoel Goldman** (the "Member"), as the sole Member of the Company.

Pursuant to and in accordance with the New York Limited Liability Company Act (the "Act"), the Member hereby states as follows:

1. **Name.** The name of the limited liability company shall be **CLEANUP PRESIDENT LLC**.
2. **Term.** The term of the Company shall continue in perpetuity or unless sooner dissolved before such date in accordance with the Act.
3. **Principal Office and Principal Place of Business.** The principal office of the Company in the State of New York shall be 199 Lee Ave, #693, Brooklyn, NY 11211. The principal place of business of the Company in the United States shall be as the Member from time to time designates.
4. Intentionally Omitted.
5. **Purpose.** The purpose of the Company is to: a) engage in any lawful act or activity permitted under the Act; b) do any and all other acts and things which may be necessary, incidental or convenient to carry on the business of the Company; and c) take such other action as may be necessary or desirable to carry out the foregoing, directly or through intermediary entities and lending to third parties and/or affiliate entities.
6. **Member.** The name and mailing address of the Member is as follows:

Name

Address

Yoel Goldman 199 Lee Ave, #693, Brooklyn, NY 11211

7. **Management Powers.** The authority to conduct the business and affairs of the Company shall be vested in **YOEL GOLDMAN**, as the Manager of the Company. The Manager is authorized to hire and appoint officers, agents and/or employees to act on behalf of the Company. The Manager and any officers, agents and/or employees appointed by the Manager to act on behalf of the Company, if any are each authorized to execute any

and all documents on behalf of the Company necessary or appropriate in connection with the operation and management of the Company.

8. **Capital Contributions.** The initial capitalization of the Company shall consist of the amounts contributed to the Company by the Member as set forth in the books and records of the Company.

9. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company, provided however, that additional capital contributions may be made at such time and in such amounts as the Member shall determine.

10. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member and in accordance with the same percentages as profits and losses are allocated.

11. **Assignments.** The Member may assign or transfer in whole or in part its interest in the Company, but only upon the assignee or transferee becoming a party to this Agreement.

12. **Withdrawal of a Member; Termination of the Company.** The current Member may withdraw from the Company, provided there is a substitute or surviving member.

13. **Admission of Additional Members.** The Member may cause the Company to admit one or more additional members of the Company and/or create different classes of members. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

14. Intentionally Omitted.

15. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

16. **Governing Law.** This Agreement shall be governed, by and construed under, the laws of the State of New York, all rights and remedies being governed by said laws without giving effect to its conflict of law principles.

17. **Amendments.** Any amendment to this Agreement must be in writing and, subject to the provisions of the Act, must be approved in writing by a majority-in-interest of the then current members of the Company.

18. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding in respect of the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings, express or implied, oral or written, relating to the subject matter hereof.

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

20. **Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

21. **Waiver.** No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.


22. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law or, if for any reason it is not deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

23. **Binding.** This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees of the Members, except that any right or obligation of a Member under this Agreement may not be assigned by such Member to another Person without first obtaining the written consent of all other Members.

[Signature page to follow]


IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
has duly executed this Agreement as of the day and year first above written.

MANAGER:



Yoel Goldman

MEMBER:



Yoel Goldman