

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edreece Arghandiwal		09/28/2022	INDIVIDUAL: UNITED STATES
Benjamin Nagel		06/24/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oakland Pro Soccer LLC		
<b>Street Address:</b>	2201 Broadway, Suite 502		
<b>City:</b>	Oakland		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94612		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6629480	OAKLAND ROOTS	
<b>Serial Number:</b>	88150145	OAKLAND ROOTS	
<b>Serial Number:</b>	88172743	OAKLAND ROOTS	
<b>Serial Number:</b>	88691590	OAKLAND FIRST, ALWAYS	
<b>Serial Number:</b>	88691610	PROJECT 510	
<b>Serial Number:</b>	88691672	PROJECT 510	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4085309797		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4085309700		
<b>Email:</b>	jowens@hollp.com		
<b>Correspondent Name:</b>	Haverstock & Owens, A LAW CORPORATION		
<b>Address Line 1:</b>	162 North Wolfe Road		
<b>Address Line 4:</b>	Sunnyvale, CALIFORNIA 94086		
<b>NAME OF SUBMITTER:</b>	Jonathan O. Owens		
<b>SIGNATURE:</b>	/Jonathan O. Owens/		
<b>DATE SIGNED:</b>	12/07/2022		

OP \$165.00 6629480

**Total Attachments: 30**

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**ASSIGNMENT**

THIS ASSIGNMENT is executed this 28 day of September, 2022, by Edreece Arghandiwal (the “Assignor”), an individual residing at 385 14<sup>th</sup> Street, Apt. 2204, Oakland, California 94612.

**WITNESSETH**

WHEREAS, the Assignor owns the following U.S. trademark registrations (collectively, the “Trademark Registrations”) and pending U.S. trademark applications (collectively the “Pending Trademark Applications”) for the respective marks (the “Trademarks”):

Trademark	U.S. Trademark Reg. No.	Reg. Date	U.S. Trademark Serial No.	Filing date
OAKLAND ROOTS	6,629,480	Jan. 25, 2022	88/026,218	July 5, 2018
OAKLAND ROOTS			88/150,145	Oct. 10, 2018
OAKLAND ROOTS + design			88/172,743	Oct. 29, 2018
OAKLAND FIRST, ALWAYS	6,639,815	Feb. 8, 2022	88/691,590	Nov. 13, 2019
PROJECT 510			88/691,610	Nov. 13, 2019
PROJECT 510 + design			88/691,672	Nov. 13, 2019


WHEREAS, the Assignor has intended to use the Trademarks in the Pending Trademark Applications in commerce and has filed the above Pending Trademark Applications indicating that intention, but has not yet filed allegations of use under §§ 1(c) or 1(d) of The Trademark Act;

WHEREAS, the Assignor is assigning the Trademarks as part of the entire business or portions thereof to which the Trademarks pertain as required by 15 U.S.C. § 1060; and

WHEREAS, OAKLAND PRO SOCCER LLC (the “Assignee”), a California corporation having its principal place of business at 2201 Broadway, Suite 502, Oakland, California 94612, is desirous of acquiring the Trademarks, the Trademark Registrations, and the Pending Trademark Applications;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby is acknowledged by the parties, the Assignor does hereby assign, transfer, and set over to the Assignee all right, title, and interest in and to the Trademarks, the Trademark Registrations, and the Pending Trademark Applications, together with the entire business or portion(s) thereof to which the Trademarks pertain, along with the goodwill of the business in which the Trademarks are used, or with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks.

Edreece Arghandiwal, an individual

By: 

Title: Chief Marketing Officer

Date: 9.28.2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Signature

\_\_\_\_\_  
Signature of Notary

## EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by OAKLAND PRO SOCCER LLC, its subsidiaries, parents, affiliates, successors and assigns (together "Company"), and the compensation paid to me now and during my employment with Company, I hereby enter into this Employee Confidential Information and Invention Assignment Agreement (the "Agreement") and agree as follows:

### 1. CONFIDENTIAL INFORMATION PROTECTIONS.

#### 1.1. Recognition of Company's Rights;

**Nondisclosure.** I understand and acknowledge that my employment by Company creates a relationship of confidence and trust with respect to Company's Confidential Information (as defined below) and that Company has a protectable interest therein. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information, except as such disclosure, use or publication may be required in connection with my work for Company, or unless an officer of Company expressly authorizes such disclosure. I will obtain Company's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I hereby assign to Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns. I will take all reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**1.2. Confidential Information.** The term "Confidential Information" shall mean any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, "Confidential Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, software in source or object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all Intellectual Property Rights (as defined below) therein (collectively, "Inventions"); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections

and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) information regarding any of Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which was known to me prior to my employment with Company or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me, and I am free to discuss the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

**1.3. Third Party Information.** I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information or unless expressly authorized by an officer of Company in writing.

**1.4. Term of Nondisclosure Restrictions.** I understand that Confidential Information and Third Party Information is never to be used or disclosed by me, as provided in this Section 1. If a temporal limitation on my obligation not to use or disclose such information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and Company agrees that the two year period after the date my employment ends will be the temporal limitation relevant to the contested

Employee Confidential Information and Inventions Assignment Agreement  
Benno Nagel  
Page 1

TRADEMARK

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restriction: *provided, however*, that this sentence will not apply to trade secrets protected without temporal limitation under applicable law.

**1.5.No Improper Use of Information of Prior Employers and Others.** During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. **ASSIGNMENTS OF INVENTIONS.**

**2.1.Definitions.** As used in this Agreement, the term "*Intellectual Property Rights*" means all trade secrets, Copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country; the term "*Copyright*" means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (as a literary, musical, or artistic work) recognized by the laws of any jurisdiction or country; and the term "*Moral Rights*" means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

**2.2.Excluded Inventions and Other Inventions.** Attached hereto as Exhibit A is a list describing all existing Inventions, if any, (a) that are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (b) that may relate to Company's business or actual or demonstrably anticipated research or development, and (c) that are not to be assigned to Company ("*Excluded Inventions*"). If no such list is attached, I represent and agree that it is because I have no Excluded Inventions. For purposes of this Agreement, "*Other Inventions*" means Inventions in which I have or may have an interest, as of the commencement of my employment or thereafter, other than Company Inventions (as defined below) and Excluded Inventions. I acknowledge and agree that if I use any Excluded Inventions or any Other Inventions in the scope of my employment, or if I include any Excluded Inventions or Other Inventions in any product or service of Company, or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium,

whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Inventions and Other Inventions. To the extent that any third parties have rights in any such Other Inventions, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

**2.3.Assignment of Company Inventions.** Inventions assigned to Company or to a third party as directed by Company pursuant to Section 2.6 are referred to in this Agreement as "*Company Inventions*." Subject to Section 2.4 and except for Excluded Inventions set forth in Exhibit A and Other Inventions, I hereby assign to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. To the extent required by applicable Copyright laws, I agree to assign in the future (when any copyrightable Inventions are first fixed in a tangible medium of expression) my Copyright rights in and to such Inventions. Any assignment of Company Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company's customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions (and any Intellectual Property Rights with respect thereto).

**2.4. Unassigned or Nonassignable Inventions.** I recognize that this Agreement will not be deemed to require assignment of any Invention that is covered under California Labor Code section 2870(a) (the "*Specific Inventions Law*") except for those Inventions that are covered by a contract between Company and the United States or any of its agencies that require full title to such patent or Invention to be in the United States.

**2.5. Obligation to Keep Company Informed.** During the period of my employment, I will promptly and fully disclose to Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others. At the time of each such disclosure, I will advise Company in writing of any Inventions that I believe fully qualify for protection under the provisions of the Specific Inventions Law; and I will at that time provide to Company in writing all evidence necessary to substantiate that belief. Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any

confidential information disclosed in writing to Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under the Specific Inventions Law.

**2.6. Government or Third Party.** I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

**2.7. Ownership of Work Product.** I agree that Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of my employment, and I hereby irrevocably and unconditionally assign to Company all right, title and interest worldwide in and to such work product. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by Copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101). I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, except as necessary to perform services for Company.

**2.8. Enforcement of Intellectual Property Rights and Assistance.** I will assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to Company or its designee, including the United States or any third party designated by Company. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company's request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for

infringement of any Intellectual Property Rights assigned under this Agreement to Company.

**2.9. Incorporation of Software Code.** I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company **except** in strict compliance with Company's policies regarding the use of such software.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Company at all times.

4. **DUTY OF LOYALTY DURING EMPLOYMENT.** I agree that during the period of my employment by Company, I will not, without Company's express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

5. **NO SOLICITATION OF EMPLOYEES, CONSULTANTS OR CONTRACTORS.** I agree that during the period of my employment and for the one year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company, solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact.

6. **REASONABLENESS OF RESTRICTIONS.**

6.1. I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

6.2. In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

6.3. If the court declines to enforce this Agreement in the manner provided in subsection 6.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

7. **NO CONFLICTING AGREEMENT OR OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

8. **RETURN OF COMPANY PROPERTY.** When I leave the employ of Company, I will deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Company inventions, Third Party Information or Confidential Information of Company. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement if required to do so by Company.

9. **LEGAL AND EQUITABLE REMEDIES.**

9.1. I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any

threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

9.2. In the event Company enforces this Agreement through a court order, I agree that the restrictions of Section 5 will remain in effect for a period of 12 months from the effective date of the Order enforcing the Agreement.

10. **NOTICES.** Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention Chief Executive Officer," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. **PUBLICATION OF THIS AGREEMENT TO SUBSEQUENT EMPLOYER OR BUSINESS ASSOCIATES OF EMPLOYEE.**

11.1. If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity while the restrictions described in Section 5 of this Agreement are in effect I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to provide such person or persons with a copy of this Agreement.

11.2. I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Section 5 of this Agreement are in effect and I also authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

12. **GENERAL PROVISIONS.**



**12.1. Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between residents of California. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in California for any lawsuit filed there against me by Company arising from or related to this Agreement.

**12.2. Severability.** In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

**12.3. Successors and Assigns.** This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

**12.4. Survival.** This Agreement shall survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

**12.5. Employment At-Will.** I agree and understand that nothing in this Agreement will change my at-will employment status or confer any right with respect to

continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice.

**12.6. Waiver.** No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

**12.7. Export.** I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

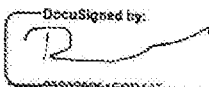
**12.8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docuSign.com](http://www.docuSign.com)).

**12.9. Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

This Agreement shall be effective as of 6/24/2019

**EMPLOYEE:**

I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.

DocuSigned by:  
  
02022805100465  
\_\_\_\_\_  
(Signature)

Benno Nagel  
\_\_\_\_\_  
Name

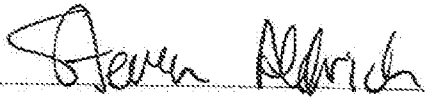
6/24/2019  
\_\_\_\_\_  
Date

Address:  
\_\_\_\_\_  
Redacted

**COMPANY:**

ACCEPTED AND AGREED

OAKLAND PRO SOCCER LLC

By:   
\_\_\_\_\_

Name: Steven Aldrich

Title: Chair

Address:

EXHIBIT A

EXCLUDED INVENTIONS

TO: Oakland Pro Soccer LLC

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

1. Excluded Inventions Disclosure. Except as listed in Section 2 below, the following is a complete list of all Excluded Inventions:

- No Excluded Inventions.
- See below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Excluded Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

Excluded Invention	Party(ies)	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Additional sheets attached.

3. Limited Exclusion Notification.

This is to notify you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

- a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or
- b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

**OPERATING AGREEMENT OF**  
**Oakland Pro Soccer LLC,**  
**A CALIFORNIA LIMITED LIABILITY COMPANY**

Effective as of July 11, 2018

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS OPERATING AGREEMENT OR THE LIMITED LIABILITY COMPANY MEMBERSHIPS PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE MEMBERSHIPS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND THE COMPANY HAS NO OBLIGATION TO REGISTER THE MEMBERSHIPS UNDER THE SECURITIES ACT IN THE FUTURE.

A MEMBERSHIP MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE 1933 ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. ADDITIONAL RESTRICTIONS ON THE TRANSFER OF MEMBERSHIPS ARE CONTAINED IN THIS AGREEMENT. EACH PERSON WHO BECOMES A MEMBER MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

The Members have formed Oakland Pro Soccer LLC (the "Company") under the California Revised Uniform Limited Liability Company Act, and now wish to provide for the governance of the Company and the conduct of its business, and to set forth their relative rights and obligations.

THEREFORE, the Members agree as follows:

**Article 1: DEFINITION OF TERMS**

- 1.1. When used in this agreement, the following capitalized terms shall have the meanings defined in this section, as follows:
- (a) "**Act**" means the California Revised Uniform Limited Liability Company Act, codified at Corporations Code §§ 17701.01-17713.13, as amended from time to time, or its successor.
  - (b) "**Agreement**" means this operating agreement, including all attachments, and as amended.
  - (c) "**Articles**" means the Articles of Organization of the Company, as amended or restated.
  - (d) "**Available Cash**" of the Company means all cash funds of the Company on hand from time to time (other than cash funds obtained as contributions to the capital of the Company by the Members and cash funds obtained from loans to the Company), after (1) payment of all operating expenses of the Company as of such time, (2) provision for payment of all

outstanding and unpaid current obligations of the Company as of such time, and (3) provision for a working capital reserve, as defined below:

- (e) **"Bankrupt"** or **"Bankruptcy"** means, with respect to any person, being the subject of any order for relief under Title 11 of the United States Code, or any successor statute.
- (f) **"Capital Account"** means the individual account for each Member established and maintained pursuant to Article 3.
- (g) **"Contribution"** and **"Capital Contribution"** mean the benefit provided by a person to the Company in order to become a Member or in one's capacity as a Member, and as defined in Corporations Code Section 17701.02(c). The Members' contributions are shown in Schedule A, including the Schedule as amended.
- (h) **"Code"** means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code include any corresponding provision or provisions of succeeding law.
- (i) **"Company"** means Oakland Pro Soccer LLC, a California limited liability company.
- (j) **"Initial Capital Contribution"** means a Member's first Contribution made to the Company in order to become a Member.
- (k) **"Manager"** means a person that under this Agreement is responsible, alone or in concert with others, for performing the management functions set forth in subdivision (c) of Corporations Code Section 17704.07.
- (l) **"Member"** means a person that has become a member of the Company in accordance with the Act and this Agreement, and that has not dissociated from the Company.
- (m) **"Membership Interest"** means the entire ownership interest of a Member in the Company.
- (n) **"Percentage Interest"** of a Member means the Member's Membership Interest expressed as a percentage of all Membership Interests in the Company. Each Member's Percentage Interest is the percentage set forth opposite the name of the Member in Schedule A attached to this Agreement, as the percentage may be adjusted from time to time pursuant to the terms of this Agreement.
- (o) **"Tax Matters Member"** means the Member chosen to deal with the Internal Revenue Service on tax matters.
- (p) **"Transferable Interest"** in the Company means the right, as originally associated with a person's capacity as a Member, to receive distributions from the Company in accordance with the Operating Agreement, whether or not the person remains a Member or continues to own any part of the right.
- (q) **"Transferee"** means a person to which all or part of a transferable interest has been transferred, whether or not the transferor is a Member. "Transferee" has the same meaning as that given by the Act.

(r) **"Vote"** includes authorization by written consent or consent given by electronic transmission to the Company.

1.2. Capitalized terms used in this Agreement and not defined above shall have the meaning specified elsewhere in this Agreement or, if not specified, shall have the meaning set forth in the Act.

## Article 2: ORGANIZATION OF THE COMPANY

2.1. **Formation of the Company.** The Members have formed this limited liability company under the Act by properly executing and filing Articles of Organization. The rights, duties, and liabilities of the Members and the Managers are determined pursuant to the Act, the Articles, and this Agreement.

2.2. **Company Name.** The name of the Company is Oakland Pro Soccer LLC. The Company may do business under any fictitious business name agreed by the Managers and registered by the Company.

2.3. **Company Purpose.** The Company's Business is to operate a professional soccer team based in the City of Oakland, California. The Purposes of the Company are: 1) to do all things necessary, suitable, or proper to carry out the Company's Business; and 2) to engage in any lawful activity for which limited liability companies may be organized under the Act and that is approved by the Managers.

2.4. **Effective Date of Agreement.** The provisions of this Agreement shall take effect as of the date the Articles of Organization were filed with the California Secretary of State, July 11, 2018.

## Article 3: MEMBERS AND MEMBERSHIP INTERESTS

3.1. **Classes of Membership.** The Members of the Company shall be divided into four classes, to be designated Class A Members, Class B Members, Class C Members, and Class F Members. All Members shall have the same rights and obligations, except as follows:

(a) Each **Class A Member**, each **Class B Member**, and each **Class F Member** shall have the right to appoint one Manager of the Company, which may be the Member himself or herself. Each Manager appointed by a Class A Member shall have two votes. Each Manager appointed by a Class F Member shall have two votes. Each Manager appointed by a Class B Member shall have 1 vote.

(b) **Class C Members** do not have any right to appoint or vote for Managers or to participate in the governance or control of the Company, except as required by law.

(c) The Percentage Interest of a **Class F Member** shall not be decreased by the admission of a new Member and the Company's assignment of a Percentage Interest to the new Member, unless the Class F Member consents in writing to the decrease.

3.2. **Certain Members' Membership Interest Subject to Forfeiture.** A certain portion of certain Members' Membership Interests shall initially be subject to forfeiture, as provided by this section:

(a) The provisions of this Section 3.2 apply to the Membership Interests of the following Members:

(i) Benjamin Nagel;

Redacted

(b) Each of the Members named in Section 3.2(a) above agrees that a portion of his Membership Interest equal to a one percent (1%) interest in the Company is subject to forfeiture, and that he shall forfeit that portion of his Membership Interest in the event that he withdraws or otherwise dissociates as a Member of the Company before July 11, 2019. This forfeiture restriction shall lapse on July 11, 2019, provided that the Member remains a Member in good standing.

(c) Each of the Members named in Section 3.2(a) above agrees that a portion of his Membership Interest equal to a one half percent (0.5%) interest in the Company is subject to forfeiture, and that he shall forfeit that portion of his Membership Interest in the event that he withdraws or otherwise dissociates as a Member of the Company before July 11, 2020. This forfeiture restriction shall apply as of July 11, 2019 and shall lapse on July 11, 2020.

(d) As of July 11, 2020, the Members named in Section 3.2(a) who remain Members as of that date shall hold their Membership Interests free from any forfeiture restriction.

(e) The Managers are authorized to adopt forfeiture restrictions to apply to a new Member, which forfeiture restrictions may be set forth in a separate agreement.

(f) If any Member forfeits any portion of his Membership Interest pursuant to the provisions of this Section 3.2, then an offsetting interest shall be added to the Membership Interest of the other Members listed in Section 3.2(a), in proportion to their respective Percentage Interests, or, at the option of the Managers, added to the Membership Interest of one or more Members (whether existing or newly admitted) that have agreed to assume the responsibilities to the Company of the withdrawn Member.

3.3. **New Members.** A new Member may be admitted to the Company with the approval of all of the Managers and on such terms as are agreed between the Managers and the new Member, consistent with this Agreement. Each new Member shall sign and be bound by this Agreement. When the Company admits a new Member and assigns a Percentage Interest to the new Member, the Percentage Interest of Class F Members may not be adjusted downwards without the prior written consent of the Class F Member(s) who would be affected by the change.

3.4. **Names, Addresses, and Initial Capital Contributions of Members.** Members' names, addresses, Initial Capital Contributions, and Percentage Interests in the Company are set forth on Schedule A, attached to this Agreement and made a part of it. Each Member agrees to make the Initial Capital Contribution set forth in Schedule A within 10 days after the Member signs this Agreement. When a new Member is admitted to the Company in accordance with Section 3.3 above, Schedule A shall be updated to reflect the new Member's name, Initial Capital Contribution, Percentage Interest, and other appropriate information, and other Members' Percentage Interests may be adjusted as appropriate. An amendment to Schedule A that is needed



to reflect adding a new Member or the dissociation of a Member does not require the signature of all Members.

**3.5. Failure to Make a Contribution.**

- (a) Pursuant to Corporations Code Section 17704.03, if a Member is required to make a Contribution in accordance with Paragraph 3.4 and Schedule A of this Agreement and fails to make that Contribution by the required date, that Member shall be obligated, at the option of the Company, to contribute cash equal to the value of the part of the Contribution that has not been made.
- (b) A Member's obligation to make a Contribution to the Company is not excused by the person's death, disability, or other inability to perform personally.
- (c) The obligation of a Member to make a Contribution to the Company may be compromised only by the consent of all the Managers.
- (d) If a Member fails to make a required Capital Contribution by the required date, and if the Member does not cure that failure within ten (10) business days after the Company gives written notice of the failure, the Managers may agree on a later date for making the Contribution. The Managers may also add requirements to the delinquent Member's terms of payment, such as a penalty for late payment or interest due to the Company on the unpaid balance. Alternatively, the Managers may, by unanimous vote, decide that the Company will purchase the delinquent Member's membership. The Managers may exercise this right only after holding a meeting at which the delinquent Member is given an opportunity to be heard on the matter. If, at such meeting, the Managers fail to agree on another course of action, the Company shall purchase the Member's Membership, the terms of Article 9 will apply, and the delinquent Member's membership will terminate when this transaction is complete.

**3.6. Additional Contributions.**

- (a) No Member may be required to make any Capital Contribution to the Company other than that required under Paragraph 3.4, except upon unanimous agreement of the Members.
- (b) All additional Contributions made in accordance with subparagraph (a), above, shall be made in proportion to the Members' Percentage Interests, unless the Members unanimously agree to a different method of determining Contributions. If additional contributions are made other than on a pro rata basis, the respective Percentage Interests of the Members in the Company shall be adjusted to reflect the total respective Contributions of the Members, unless the Members agree on other specified Percentage Interests, provided that the Percentage Interests of Class F Members may not be decreased, and Schedule A of this Agreement shall be amended accordingly.

**3.7. Member Loans or Services are Not Capital Contributions.** Except as specified in Schedule A, services by any Member to the Company shall not be considered Contributions to the capital of the Company, and loans by any Member to the Company shall not be treated as Capital Contributions to the Company. Any compensation that the Company pays to a Member for services, and any payment made by the Company to a Member on that Member's loan to the Company, shall not be treated as payment made to that Member acting in his, her, or its capacity as a Member under Internal Revenue Code Section 707.

- 3.8. **Capital Account Bookkeeping.** A capital account shall be established and maintained on the books of the Company for each Member consisting of that Member's Initial Capital Contribution, (1) increased by that Member's share of profits and other items of income and any additional Contributions, (2) decreased by that Member's share of losses and Company expenses, (3) decreased by distributions of cash and other property to that Member, and (4) adjusted as required in accordance with applicable tax laws and regulations. Please note that a Member's capital account balance as a proportion of the aggregate of all capital account balances is not necessarily the same as the Member's Percentage Interest, and allocations are in proportion to Percentage Interests, not capital account balances.
- 3.9. **Additional Provisions on Capital Accounts.**
- (a) No interest shall be paid on any Capital Contribution.
  - (b) No Member has the right to withdraw any part of the Member's Capital Contribution or to demand and receive property of the Company or any distribution as a return of a Capital Contribution, except as may be specifically provided in this Agreement or required by law.
  - (c) In accordance with Corporations Code Section 17707.05, upon dissolution and winding up, Members shall be entitled to return of their Contributions as set forth in Section 10.3.
- 3.10. **Non-liability of Members.** No Member of the Company shall be personally liable for the Company's expenses, debts, obligations, or liabilities.
- 3.11. **No Member Responsible for Another Member's Commitment.** In the event that a Member (or a Member's shareholders, partners, members, owners, or affiliates) has incurred any indebtedness or obligation before the date of this Agreement that relates to or otherwise affects the Company, neither the Company nor any other Member has any liability or responsibility with respect to the indebtedness or obligation unless the indebtedness or obligation is assumed by the Company pursuant to a written instrument signed by all Members. Furthermore, neither the Company nor any Member is responsible or liable for any indebtedness or obligation that is subsequently incurred by any other Member (or a Member's shareholder, partners, members, owners, or affiliates). In the event that a Member (or a Member's shareholders, partners, members, owners, or affiliates; collectively called the "liable Member"), whether before or after the date of this Agreement, incurs (or has incurred) any debt or obligation that neither the Company nor any of the other Members is to have any responsibility or liability for, the liable Member must indemnify and hold harmless the Company and the other Members from any liability or obligation they may incur in respect of the debt or obligation.
- 3.12. **Tax Matters Member.** The Tax Matters Member shall be Benjamin Nagel or another Member appointed by the Managers from time to time.

#### Article 4: MANAGEMENT

- 4.1. **Manager-Managed.** The affairs of the Company shall be managed exclusively by all of its Managers. Members have no authority in their capacity as Members to take any action on behalf of the Company or to bind the Company in any obligation.
- 4.2. **Managers' Authority.** The Managers are authorized to perform all acts necessary to perfect the organization of this Company and to carry out its business operations expeditiously and

- efficiently. The Managers and any officer may certify to other businesses, financial institutions, and individuals as to the authority of one or more Managers or officers of this Company to transact specific items of business on behalf of the Company.
- 4.3. **Banking.** The Managers are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions as requested by the institution(s) where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.
- 4.4. **Appointment of Managers.** Each Class A Member, each Class B Member, and each Class F Member shall appoint one Manager. Members who have appointed a Manager may remove their appointed Manager and replace them with a new Manager at any time. All such appointments are effective when made in writing and delivered to the Company.
- 4.5. **Manager Meetings.** Managers may discuss Company business informally. Regular meetings of Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Any Manager may call a meeting by giving notice to all other Managers. After such a notice is given, the Managers shall schedule a meeting at a time within the next five business days when all Managers can attend. Managers may attend meetings by electronic communication so long as all Managers can communicate with each other at the same time.
- 4.6. **Manager Voting.** In general, items of business to be decided by the Managers are approved by a majority of all votes cast by Managers.
- (a) Managers appointed by a Class A or a Class F Member shall have the right to cast two (2) votes in any vote of Managers, except that in the event that the votes of Managers are evenly split on any issue (for example with half of the votes being for and half of the votes being against the proposal), then, if Benjamin Nagel is a Manager, he shall have the right to cast one additional vote to break the tie. Managers appointed by a Class B Member shall have the right to cast one (1) vote in any vote of Managers.
- (b) If this Agreement or the Act requires a decision on any issue to be made other than as provided in subparagraph (a) above, then that specific requirement will control.
- (c) Managers may cast votes at a meeting by voice or by written ballot, and written ballots may be electronic.
- (d) Managers may take action outside of a meeting by a consent in writing stating the action to be taken and signed by all Managers.
- 4.7. **Officers.** The Managers are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Managers.

#### **Article 5: MEMBER MEETINGS AND VOTING**

- 5.1. **Members and Voting Rights.** Members shall have the right and power to vote only on matters reserved to the Members by this Agreement or by law. Voting shall be in proportion to

Percentage Interests. Unless otherwise stated in this Agreement or under California law, the affirmative vote of the Members holding a majority of the total of all Percentage Interests in the Company shall be required to approve or carry an action. Such approval of the Members is required to do any of the following:

- (a) Sell, lease, exchange, or otherwise dispose of all, or substantially all, of the limited liability company's property, with or without the goodwill, outside the ordinary course of the limited liability company's activities;
- (b) Undertake any other act outside the ordinary course of the limited liability company's activities; or
- (c) Amend this Agreement, provided that if any amendment to this Operating Agreement would disproportionately negatively affect any one class of Members, the amendment can be approved only with the affirmative vote of the holders of a majority of the Percentage Interest held by that class.

- 5.2. **How to Approve a Merger or Conversion.** Notwithstanding anything to the contrary in the above paragraph or any other provision of this Agreement, a merger or conversion under Article 10 of the Act (commencing with Section 17710.01) must be approved by all of the Managers and a majority of the Percentage Interest of each class of Members voting as a class.
- 5.3. **Member Meetings.** Member meetings are not required and shall be held only when called by the Managers, unless otherwise required by law.
- 5.4. **Notice.** A written notice of all Member meetings setting forth the date, time, location, means of attending the meeting electronically, if any, and the general nature of the business to be transacted, must be sent at least ten (10) days but no more than sixty (60) days before the date of each meeting to each Member entitled to vote at the meeting. No business other than that listed in the notice may be transacted at the meeting unless all Members are present (in person, electronically, or by proxy) and no Member objects to discussing or making decisions on the additional topic(s). Other business may also be transacted if all Members not present provide a waiver of notice or consent to the holding of the meeting and approve the minutes in writing. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal office or as otherwise provided in the Act.
- 5.5. **Manner of Voting With or Without a Meeting.** In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Act, including by conference call or similar communications equipment. Any action which could be taken at a meeting can be approved if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Percentage Interest needed to approve the action.

## Article 6: ALLOCATIONS AND DISTRIBUTIONS

- 6.1. **Allocation of Net Income, Net Loss, or Capital Gain.** Except as may be expressly provided otherwise in this Article 6, and subject to the provisions of Internal Revenue Code Section 704(c), the net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their Percentage Interests in the Company.

- 6.2. **Allocation of Income and Loss and in Respect of Interests Transferred.** If any interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for the fiscal year must be assigned pro rata to each day in the particular period of the fiscal year to which the item is attributable (that is, the day on or during which it is accrued or otherwise incurred) and the amount of each item so assigned to any day shall be allocated to the Member based on the Member's respective Percentage Interest in the Company at the close of the day.
- 6.3. **Distribution of Available Cash.** The Company shall have the right to make distributions of cash and property to the Members. Only Available Cash may be distributed. Cash funds obtained as contributions to the capital of the Company by the Members and cash funds obtained from loans to the Company are NOT Available Cash. Available Cash is the Company's cash remaining after (1) payment of all operating expenses of the Company as of such time, (2) provision for payment of all outstanding and unpaid current obligations of the Company as of such time, and (3) provision for a working capital reserve, as defined below. The Available Cash of the Company, if any, will be distributed to the Members in the same proportions as allocations. For any calendar quarter, Available Cash need not be distributed to the extent that the cash is required for a reasonable working capital reserve for the Company; the amount of the reasonable working capital reserve is to be determined by the Managers.

#### **Article 7: PROTECTION OF TRADE SECRETS**

- 7.1. Each Member and Manager acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Company and any other matters designated by the Managers are valuable assets. Unless he or she obtains the written consent of all Managers of the Company, each Member and Manager agrees never to disclose to any individual or organization, except in authorized connection with the business of the Company, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph, while a Member or Manager of the Company or at any later time.

#### **Article 8: COMPANY RECORDS AND REPORTS**

- 8.1. **Required Books and Records.** At its California office, the Company shall maintain in writing, or in any other form capable of being converted into clearly tangible form, the following books and records:
- (a) A current list setting forth, in alphabetical order, the full name and last known business or residence address of each Member and of each transferee, together with the Contributions and the Percentage Interest in profits and losses of each Member and transferee.
  - (b) A copy of the Company's articles of organization and all amendments thereto, together with any powers of attorney pursuant to which the articles of organization or any amendments to them were executed.
  - (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent fiscal years.

- (d) A copy of this Agreement, and any amendments thereto, together with any powers of attorney pursuant to which any written operating agreement or any amendments thereto were executed.
  - (e) Copies of the Company's financial statements, if any, for the six most recent fiscal years.
  - (f) The books and records of the Company's internal affairs for at least the current and past four fiscal years.
  - (g) A current list of the full name and business or residence address of each Manager.
- 8.2. **Records and Accounting; Fiscal Year.** The books and records of the Company must be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal and state income tax purposes. The books and records of the Company must reflect all Company transactions and must be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes is the calendar year.
- 8.3. **Member Access to Information.**
- (a) Pursuant to Corporations Code Section 17704.10, upon the request of a Member or transferee, for purposes reasonably related to the interest of that person as a Member or a transferee, a Manager shall promptly deliver, in writing, to the Member or transferee, at the expense of the Company, a copy of the information required to be maintained by Corporations Code Section 17701.13(d)(1), (2), (4), and any written operating agreement of the Company.
  - (b) Each Member, Manager, and transferee has the right, upon reasonable request, for purposes reasonably related to the interest of that person as a Member, Manager, or transferee, to each of the following:
    - To inspect and copy during normal business hours any of the records required to be maintained pursuant to Corporations Code Section 17701.13; and
    - To obtain in writing from the Company, promptly after becoming available, a copy of its federal, state, and local income tax returns for each year.

#### **Article 9: MEMBER'S DISSOCIATION, TRANSFER PROVISIONS**

- 9.1. **Voluntary Termination of Membership And Sale of Membership to Company.** A Member may withdraw from the Company at any time by giving notice of the withdrawal to the Managers. The notice of withdrawal shall be deemed to be an offer to sell the Membership Interest to the Company for a price equal to the Member's capital account balance. The Company may purchase all or part of the Membership Interest but has no obligation to purchase any part of a withdrawn Member's Membership Interest. If the Company does not exercise its right to purchase the entire Membership Interest within 30 days after the notice of withdrawal, the withdrawn Member shall offer the remaining portion of their Membership Interest to the other Members, and the provisions of Section 9.8 shall apply.

9.2. **Involuntary Termination of Membership.**

- (a) **Death of a Member.** Upon the death of a Member, that Member will be deemed a Transferee.
- (b) **Termination for Cause.** A Member's Membership may be terminated by a unanimous vote of all of the Managers under any of the following circumstances:
  - (i) The Member fails to comply with this Agreement or a Company Policy and fails to correct the issue within 30 days after receiving written notice of the issue;
  - (ii) The Member has engaged in conduct that is materially adverse to the Company's Business or activities;
  - (iii) The Member has breached an agreement, policy, or the Member's duty of loyalty to the Company; or
  - (iv) As to any Member who has a right to appoint a Manager, the Member becomes a debtor in Bankruptcy.

A termination for cause is a wrongful dissociation.

- 9.3. **Effect of Dissociation.** When a person is dissociated as a Member of the Company, the Manager appointed by that Member, if any, shall immediately be removed, and the dissociated Member shall no longer have the right to appoint any Manager. Upon dissociation, any economic interest in the Company owned by the person immediately before dissociation shall be owned by the person solely as a Transferee. A person's dissociation as a Member of the Company does not of itself discharge the person from any debt, obligation, or other liability to the Company or the other Members that the person incurred while a Member. The Company shall have no obligation to purchase a dissociated Member's economic interest in the Company or to return any part of the Member's Contributions before the dissolution of the Company.
- 9.4. **Liability for Wrongful Dissociation.** A person that dissociates in violation of this Agreement is liable to the Company and to the other Members for any damages caused by the dissociation. The liability is in addition to any other debt, obligation, or other liability of the Member to the Company or the other Members.
- 9.5. **Restrictions on Transfer.** A Member shall not transfer any part of his or her Membership Interest to someone not already a Member unless all Managers first approve the proposed Transferee in writing. No Member may encumber a part or all of their Membership Interest by mortgage, pledge, granting of a security interest, lien, or otherwise, unless the encumbrance has first been approved in writing by all Managers.
- 9.6. **Right of First Offer.** Before a Member may offer any part of their Membership Interest to a third party, the Member must give written notice to the Company of the Member's offer to sell part or all of the Member's Membership Interest to the Company, which offer will include the proposed price of the Membership Interest. If the Company does not accept the offer in writing within 30 days, the Member must make the offer to all other Members. The other Members, pro rata, in accordance with their Percentage Interests in the Company, shall have the option for a period of 30 days to purchase the Membership Interest. This option shall be exercised in writing, and payment for the Membership Interest being purchased shall be due fifteen (15) days after the

date of the writing exercising the option to purchase. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase shall have the right, pro rata, in accordance with their prior Percentage Interests, to purchase the additional Membership Interest in the Company available for purchase. Any part of a Member's Membership Interest not purchased by the Company or a Member may be transferred to a third party, subject to the terms of this Agreement. If, the Member does not sell all of the Member's Membership Interest to a third party within one hundred eighty (180) days after the Member's Right to First Offer has elapsed, the provisions of this paragraph shall once again apply.

9.7. **Exception to Right of First Offer.** Notwithstanding anything to the contrary in the previous paragraph, a Member may transfer part or all of the Member's Membership Interest to any trust for the benefit of the Member and for which the Member acts as trustee, without first offering the Membership Interest to other Members.

9.8. **Transfer of Transferable Interests.**

(a) A Transferable Interest is personal property. The Company is authorized to issue certificates of interest in the Company to serve as evidence of Transferable Interests. The certificates, if issued, will be consecutively numbered and signed by one or more officers of the Company. Each certificate will include:

- the name of the Company;
- the name of the Member, and the statement that the person is a Member of the Company and is entitled to all the rights and obligations of Membership;
- a prominent legend stating any transfer restrictions that apply to the Membership Interest, and the address where a Member may obtain a copy of these restrictions upon request; and
- any other appropriate information.

(b) A transfer of part or all of a Member's Transferable Interest does not by itself cause a Member's dissociation or a dissolution and winding up of the Company's activities. Subject to provisions regarding death of a Member, a transfer does not entitle the Transferee to participate in the management or conduct of the activities of the Company, or, except upon dissolution, to have access to records or other information concerning the activities of the Company.

9.9. **Rights of Transferees.** Pursuant to Corporations Code Section 17705.02, a Transferee has the right to receive, in accordance with the transfer, distributions to which the transferor would otherwise be entitled. However, the pledge or granting of a security interest, lien, or other encumbrance in or against any or all of the transferable interest of a transferor shall not cause the transferor to cease to be a Member or grant to the Transferee or to anyone else the power to exercise any rights or powers of a Member, including, without limitation, the right to receive distributions to which the Member is entitled. Upon dissolution and winding up of the Company, a Transferee is entitled to an account of the Company's transactions only from the date of dissolution. The Company need not give effect to a Transferee's rights until the Company has notice of the transfer. A transfer of a transferable interest in violation of this Agreement is void.



**9.10. Rights of Transferors.**

- (a) Pursuant to Corporations Code Section 17705.02, and except as otherwise provided, when a Member transfers a transferable interest, the transferor retains the rights of a Member, other than the interest in distributions transferred, and retains all duties and obligations of a Member.
- (b) When a Member transfers a Transferable Interest to a person that becomes a Member with respect to the transferred interest, the Transferee is liable for the Member's obligations for Contributions under Corporations Code Section 17704.03 and liability for wrongful distributions under Corporations Code Section 17704.06(c) known to the Transferee when the Transferee becomes a Member.

**Article 10: DISSOLUTION AND WINDING UP OF THE COMPANY**

**10.1. Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

- (a) The unanimous vote of all of the Managers and the affirmative vote of a majority in interest of the Members to dissolve the Company;
- (b) Entry of a decree of judicial dissolution under Section 17707.01 of the Act;
- (c) The sale or transfer of all or substantially all of the Company's assets;
- (d) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity; or
- (e) At any time there are no Members, provided that, the Company is not dissolved and is not required to be wound up if, within 180 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**10.2. No Automatic Dissolution Upon Certain Events.** Neither the death, incapacity, disassociation, Bankruptcy, or withdrawal of a Member shall automatically cause a dissolution of the Company.

**10.3. Distribution Upon Dissolution.** Upon dissolution of the Company, the Company's assets shall be liquidated, and payments shall be made in the following order of priority:

1. After payment or provision for payment of the Company's creditors (which may include Members), the Company shall pay to Members the balance of each Member's Capital Account. If the Company's assets are not sufficient to pay all Capital Account balances in full, then the Company shall pay all Members in proportion to the total balance they would have received under this paragraph if funds were sufficient.
3. Distribution of Remaining Proceeds: Any funds remaining will be distributed among Members in proportion to their Percentage Interests.

- 10.4. **Termination.** The Company shall terminate when all property owned by the Company shall have been disposed of, all liabilities to creditors paid or arranged to be paid, and all remaining assets disposed of or distributed as provided in Section 10.3 of this Agreement. Upon such termination, the Company shall execute and file a certificate of cancellation of the Company and any and all other documents necessary in connection with the termination of the Company.

#### Article 11: INDEMNIFICATION

- 11.1. **Indemnification.** Subject to the provisions of this Section, the Company has the power to defend, indemnify, and hold harmless any person who was or is a party, or who is threatened to be made a party, to any Proceeding by reason of the fact that such person was or is a Member, Manager, officer, employee, representative, or agent of the Company, or was or is serving at the request of the Company as a director, officer, employee, representative, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such person is referred to as a "Company Agent"), against expenses, judgments, fines, settlements, and other amounts to the maximum extent now or later permitted under California law. "Proceeding" as used in this Article 11 means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses" as used in this Article 11 includes court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article.
- 11.2. **Voluntary Indemnification.** When indemnification is not required by California law, the Company may indemnify a Company Agent in connection with a Proceeding only after a determination by all of the disinterested Managers that the Company Agent acted in good faith and in a manner the Company Agent reasonably believed was in or not opposed to the Company's best interests.
- 11.3. **Mandatory Indemnification.** The Company must defend, indemnify, and hold harmless a Company Agent in connection with a Proceeding to the extent required by California law.
- 11.4. **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by the Managers after the Managers have discussed the issue and agreed to the payment(s) outside the presence of the Company Agent in question. Before the Company makes any such payment, the Company Agent seeking indemnification must deliver a written notice to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent will be indemnified or held harmless by the Company.

#### Article 12: MISCELLANEOUS PROVISIONS

- 12.1. **Amendment.** This Agreement may be modified or amended after a vote approving the change in accordance with Section 5.1(c) or written approval in accordance with Section 5.5, except that Schedule A may be amended to add a new Member, to remove a dissociated Member, or otherwise to adjust Members' Percentage Interests, or to update Members' contact information, after the approval of the action in accordance with this Agreement, without the signature of all Members.

- 12.2. **Severability.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, then, to the extent possible, the unenforceable provision will be deemed modified to one that is valid and that most closely approximates the intent of the parties, as evidenced by this Agreement. The other provisions of this Agreement will remain in effect.
- 12.3. **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 12.4. **Counterparts.** This Agreement may be executed (signed) in any number of counterparts (identical copies), each of which shall be considered an original, with the same effect as if all of the Members had signed the same copy. All counterparts will be construed together and will constitute one agreement.
- 12.5. **Choice of Law.** The law of the State of California will govern this Agreement and its interpretation, notwithstanding the choice of law principles of any state.
- 12.6. **Headings.** The headings and bold titles of the articles, sections, and paragraphs in this Agreement are meant only to aid the reader in navigating the document and are not part of the provisions of this Agreement.
- 12.7. **Entire Agreement.** This Agreement along with the Articles of Organization constitute the entire agreement among the Members and replace and supersede all prior written agreements and any and all prior or contemporaneous oral agreements with respect to the subject matter of this Agreement, except as otherwise required by the Act.
- 12.8. **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Members, and their respective distributees, successors, and assigns.
- 12.9. **Tax Consequences.** Members acknowledge that the tax consequences of each Member's investment in the Company depends on each Member's particular financial circumstances. Each Member will rely solely on the Member's financial advisors and not the Company. The Company makes no warranties as to the tax benefits that the Members receive or will receive as a result of the Member's investment in the Company.
- 12.10. **Notices.** Any notice to be given to the Company or any party to this Agreement in connection with this Agreement must be in writing and is deemed to have been given and received when delivered to the address specified by the party to receive the notice. Notices must be given to each Member at the address specified in Exhibit A. Any Member or the Company, at any time, may designate any other address to which notice will be given by giving written notice to the other Members and the Company 7 days before the date of delivery of the notice.
- 12.11. **Title to Company Property.** Legal title to all property of the Company must be held and conveyed in the name of the Company.

*~ Signature Page Follows ~*

Signature Page to the Operating Agreement of Oakland Pro Soccer LLC:

IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective as of July 11, 2018.

**OAKLAND PRO SOCCER LLC**

By <sup>DocuSigned by:</sup> Benno Nagel 8/7/2018  
[signature] [date]

Benjamin Nagel, President

**MEMBERS:**

~~Benjamin Nagel~~  
Benno Nagel 8/7/2018  
[signature] [date]

Redacted

Schedule A

Contributions and Percentage Interests of Members of Oakland Pro Soccer LLC

As of July 11, 2018

Name, Address, telephone number and email address	Contributions (Description and Cash Value or Agreed Value)	Percentage Interest	Membership Class
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Redacted

Cutting Edge Counsel Inc.  
344 Thomas L Berkley Way  
Oakland, CA 94612  
C/O Port Work Spaces

AUTHORIZATION TO APPLY FOR  
EMPLOYER IDENTIFICATION NUMBER

I understand that by providing my Social Security Number and/or EIN to Sarah Kaplan, my attorney, I am authorizing her to apply for and receive an Employer Identification Number on behalf of my company and to answer questions about the completion of the Form SS-4 (Application for Employer Identification Number). I understand that I am allowing the IRS to discuss with Sarah Kaplan any information needed to establish my EIN, and to release the EIN to her.

DocuSigned by:

*Benjamin Nagel*

7/19/2018

Date: \_\_\_\_\_

EAC168720C03A463  
Benjamin Nagel, Manager  
Oakland Pro Soccer LLC

Form **SS-4**  
(Rev. December 2017)  
Department of the Treasury  
Internal Revenue Service

**Application for Employer Identification Number**  
(For use by employers, corporations, partnerships, trusts, estates, churches,  
government agencies, Indian tribal entities, certain individuals, and others.)  
▶ Go to [www.irs.gov/FormSS4](http://www.irs.gov/FormSS4) for instructions and the latest information.  
▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0008

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested <b>Oakland Pro Soccer LLC</b>		3 Executor, administrator, trustee, "care of" name	
2 Trade name of business (if different from name on line 1)		5a Street address (if different) (Do not enter a P.O. box.)	
4a Mailing address (room, apt., suite no. and street, or P.O. box) <b>Redacted</b>		5b City, state, and ZIP code (if foreign, see instructions)	
4b City, state, and ZIP code (if foreign, see instructions) <b>Redacted</b>		6 County and state where principal business is located <b>Redacted</b>	
7a Name of responsible party <b>Benjamin Nagel</b>		7b SSN, ITIN, or EIN <b>Redacted</b>	
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members <b>5</b>	
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.			
<input type="checkbox"/> Sole proprietor (SSN) _____		<input type="checkbox"/> Estate (SSN of decedent) _____	
<input checked="" type="checkbox"/> Partnership		<input type="checkbox"/> Plan administrator (TIN) _____	
<input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____		<input type="checkbox"/> Trust (TIN of grantor) _____	
<input type="checkbox"/> Personal service corporation		<input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government	
<input type="checkbox"/> Church or church-controlled organization		<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government	
<input type="checkbox"/> Other nonprofit organization (specify) ▶ _____		<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises	
<input type="checkbox"/> Other (specify) ▶ _____		Group Exemption Number (GEN) if any ▶ _____	
9b If a corporation, name the state or foreign country (if applicable) where incorporated		State	Foreign country
10 Reason for applying (check only one box)			
<input checked="" type="checkbox"/> Started new business (specify type) ▶ <b>sports team</b>		<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____	
<input type="checkbox"/> Hired employees (Check the box and see line 13.)		<input type="checkbox"/> Changed type of organization (specify new type) ▶ _____	
<input type="checkbox"/> Compliance with IRS withholding regulations		<input type="checkbox"/> Purchased going business	
<input type="checkbox"/> Other (specify) ▶ _____		<input type="checkbox"/> Created a trust (specify type) ▶ _____	
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____			
11 Date business started or acquired (month, day, year). See instructions. <b>July 11, 2018</b>		12 Closing month of accounting year <b>December</b>	
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural	Household	Other	
0	0	0	
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ <b>N/A</b>			
16 Check one box that best describes the principal activity of your business.			
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing		<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker	
<input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance		<input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Other (specify) ▶ <b>Sports Team</b>			
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. <b>Soccer team--entertainment and training</b>			
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____			
Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.			
Third Party Designee	Designee's name <b>Redacted</b>		Designee's telephone number (include area code) <b>Redacted</b>
	Address and ZIP code <b>Redacted</b>		Designee's fax number (include area code) <b>Redacted</b>
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			Applicant's telephone number (include area code) <b>Redacted</b>
Name and title (type or print clearly) ▶ <b>Benjamin Nagel, Manager</b>			Applicant's tax number (include area code) <b>Redacted</b>
Signature ▶ <b>Benjamin Nagel</b>		Date ▶ <b>7/19/2018</b>	

**TRADEMARK**  
**REEL: 007921 FRAME: 0793**

## Do I Need an EIN?

File Form SS-4 if the applicant entity does not already have an EIN but is required to show an EIN on any return, statement, or other document.<sup>1</sup> See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
Started a new business	Does not currently have (nor expect to have) employees	Complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-14 and 16-18.
Hired (or will hire) employees, including household employees	Does not already have an EIN	Complete lines 1, 2, 4a-6, 7a-b (if applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-18.
Opened a bank account	Needs an EIN for banking purposes only	Complete lines 1-5b, 7a-b (if applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
Changed type of organization	Either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) <sup>2</sup>	Complete lines 1-18 (as applicable).
Purchased a going business <sup>3</sup>	Does not already have an EIN	Complete lines 1-18 (as applicable).
Created a trust	The trust is other than a grantor trust or an IRA trust <sup>4</sup>	Complete lines 1-18 (as applicable).
Created a pension plan as a plan administrator <sup>5</sup>	Needs an EIN for reporting purposes	Complete lines 1, 3, 4a-5b, 9a, 10, and 18.
Is a foreign person needing an EIN to comply with IRS withholding regulations	Needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits <sup>6</sup>	Complete lines 1-5b, 7a-b (SSN or ITIN optional), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
Is administering an estate	Needs an EIN to report estate income on Form 1041	Complete lines 1-6, 9a, 10-12, 13-17 (if applicable), and 18.
Is a withholding agent for taxes on non-wage income paid to an alien (i.e., individual, corporation, or partnership, etc.)	Is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	Complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b (if applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
Is a state or local agency	Serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 <sup>7</sup>	Complete lines 1, 2, 4a-5b, 9a, 10, and 18.
Is a single-member LLC (or similar single-member entity)	Needs an EIN to file Form 8832, Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes <sup>8</sup> , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business (Under Sections 6038A and 6038C of the Internal Revenue Code)	Complete lines 1-18 (as applicable).
Is an S corporation	Needs an EIN to file Form 2553, Election by a Small Business Corporation <sup>9</sup>	Complete lines 1-18 (as applicable).

<sup>1</sup> For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity does not have employees.

<sup>2</sup> However, do not apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

<sup>3</sup> Do not use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

<sup>4</sup> However, grantor trusts that do not file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

<sup>5</sup> A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

<sup>6</sup> Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

<sup>7</sup> See also *Household employer* on page 4 of the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

<sup>8</sup> See *Disregarded entities* on page 4 of the instructions for details on completing Form SS-4 for an LLC.

<sup>9</sup> An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.