

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	03/24/2021
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mapdwell, LLC		12/23/2019	Limited Liability Company: MASSACHUSETTS
Mapdwell, Inc.		03/24/2021	Corporation: MASSACHUSETTS

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Palmetto Mapdwell, LLC	03/24/2021	Limited Liability Company: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Company Name:	Palmetto Solar, LLC
Street Address:	997 Morrison Drive, Ste. 200
City:	Charleston
State/Country:	SOUTH CAROLINA
Postal Code:	29403
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6760853	FLUXBOARD
Registration Number:	4533241	WORK WITH THE SUN
Registration Number:	4513510	MAPDWELL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6822310611

Email: palmettoip@palmetto.com, celena.couch@palmetto.com

Correspondent Name: Celena Couch

Address Line 1: 997 Morrison Drive, Ste. 200

OP \$90.00.00 88617965

Address Line 4:	Charleston, SOUTH CAROLINA 29403
NAME OF SUBMITTER:	CELENA COUCH
SIGNATURE:	CELENA COUCH
DATE SIGNED:	03/27/2024
Total Attachments: 17	
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**PLAN OF CONVERSION
OF
MAPDWELL LLC**

This Plan of Conversion (the “**Plan of Conversion**”) is adopted as of December ~~23~~ 2019 by Mapdwell LLC, a Delaware limited liability company (the “**Company**”).

WITNESSETH:

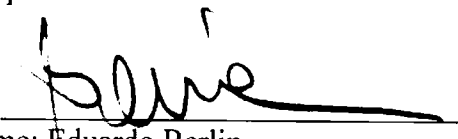
WHEREAS, the Company is a limited liability company duly organized and existing under the laws of the State of Delaware, and the members of the Company (the “**Members**”) and the sole manager of the Company (the “**Manager**”) desire that the Company convert (the “**Conversion**”) into a Delaware corporation initially named “Mapdwell, Inc.” (the “**Corporation**”) pursuant to this Plan of Conversion, Section 18-216 of the Delaware Limited Liability Company Act (“**Section 18-216**”) and Section 265 of the Delaware General Corporation Law (“**Section 265**”).

NOW, THEREFORE, the Conversion shall be effected as follows:

1. Conversion. Effective as of the filing with the office of the Secretary of State of the State of Delaware of (i) a certificate of conversion to corporation with respect to the Conversion and (ii) the certificate of incorporation of the Corporation in the form set forth in Exhibit A hereto, which filings shall become effective as of 12:01 a.m. on January 1, 2020, the Company shall be converted into the Corporation (the time of such filings and conversion, the “**Effective Time**”).
2. Directors and Officers; By-Laws. Following the Effective Time, (i) Eduardo Berlin, as sole incorporator of the Corporation, shall elect Eduardo Berlin as the sole member of the board of directors of the Corporation and adopt the By-laws of the Corporation in the form set forth in Exhibit B hereto (the “**By-Laws**”), and (ii) such board of directors shall elect Eduardo Berlin as President, Treasurer and Secretary of the Corporation, in each case to serve in such office in the manner specified in such By-Laws.
3. Effect of Conversion. Upon the Effective Time, the Company shall convert into the Corporation in the manner and as more fully set forth in Section 18-216 and Section 265. Upon the Effective Time, all rights, privileges and powers of the Company, and all property, real, personal and mixed, and all debts due to the Company, as well as all other things and causes of action belonging to the Company, shall remain vested in the Corporation and shall be the property of the Corporation; provided, that all rights of creditors and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall remain attached to the Corporation. All acts, plans, policies, agreements, arrangements, approvals and authorizations of the Company, its members and agents that were valid and effective immediately prior to the Effective Time shall remain in effect after the Conversion and shall be taken for all purposes as the acts, plans, policies, agreements,

IN WITNESS WHEREOF, this Plan of Conversion is hereby executed as of the date first written above on behalf of Mapdwell LLC by its authorized signatory.

Mapdwell LLC

By: 
Name: Eduardo Berlin
Title: Manager

[Signature page to Plan of Conversion Mapdwell LLC]

Exhibit A

Certificate of Incorporation of Mapdwell, Inc.

See attached.

Exhibit B

Form of By-laws of Mapdwell, Inc.

See attached.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
PALMETTO MAPDWELL, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Palmetto Mapdwell, LLC is effective as of the 22nd day of March, 2021, by Palmetto Solar, LLC, a Delaware limited liability company, as the sole member of the limited liability company (the "Member").

The Member is executing this Agreement pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Delaware Act"), and hereby certifies and agrees as follows:

1. Name; Formation. The name of the limited liability company formed hereby is Palmetto Mapdwell, LLC (the "Company"). The Company was formed pursuant to a certificate of formation of the Company filed with the Secretary of State of the State of Delaware on March 22, 2021 setting forth the information required by Section 18-201 of the Delaware Act. Each of the Managing Member (as hereinafter defined) and Siahn Rein is hereby designated as an authorized person, within the meaning of the Delaware Act, to execute, deliver and file the certificate of formation of the Company, and any action taken prior to the execution of this Agreement in connection therewith by either such person is hereby ratified and confirmed.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Powers of the Company.

3.1 The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purpose set forth in Section 2, including, but not limited to, the power:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Delaware Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(ii) to acquire, by purchase, lease, contribution of property or otherwise, and to own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(iii) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Member or any person or other entity that directly or indirectly controls, is controlled by, or is under common control with the Member (any such person or entity, an "Affiliate"), or any agent of the Company necessary to, in

connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company. For purposes of the definition of Affiliate, the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or otherwise;

(iv) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, domestic or foreign corporations, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), and other entities or individuals, or direct or indirect obligations of the United States or any foreign country or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any person or entity and to obtain any and all types of insurance;

(ix) to cease its activities and cancel its insurance;

(x) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(xi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(xii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of, or against, the Company or to hold the proceeds of such claims or demands against the payment of contingent liabilities; and

(xiii) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

3.2 The Company may merge with, or consolidate into, another Delaware limited liability company or other business entity (as defined in Section 18-209(a) of the Delaware Act) upon the approval of the Member, in its sole discretion.

4. Member. The name and the business, residence or mailing address of the Member of the Company are as follows:

Name: Palmetto Solar, LLC

Address: 1505 King St. Ext. #114,
Charleston, SC 29405

5. Powers of Member. The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, the Managing Member (as hereinafter defined) shall have the power to act for and on behalf of, and to bind, the Company. The Managing Member is hereby designated as an authorized person, within the meaning of the Delaware Act, to execute, deliver and file any amendments and/or restatements to the certificate of formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

6. Management.

6.1 Management of the Company.

(i) The Member shall be the managing member of the Company (the “Managing Member”) and, in such capacity, shall manage the Company in accordance with this Agreement. The Managing Member is an agent of the Company’s business, and the actions of the Managing Member taken in such capacity and in accordance with this Agreement shall bind the Company.

(ii) The Managing Member shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. The Managing Member shall be the sole person or entity with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Managing Member, and such delegation shall not cause the Managing Member to cease to be the Member or the Managing Member. There shall not be a “manager” (within the meaning of the Delaware Act) of the Company.

(iii) The Managing Member may appoint individuals with or without such titles as it may elect, including the titles of President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managing Member may delegate in writing to any such persons. As of the date hereof, the Managing Member hereby appoints the following individuals to the positions set forth opposite their names:

Christopher Kemper	President
Omar Amin	Secretary
Kyle Burks	Treasurer

6.2 Powers of the Managing Member. The Managing Member shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts deemed by the Managing Member to be necessary or appropriate to effectuate the business, purposes and objectives of the Company, at the expense of the Company. Without limiting the generality of the foregoing, the Managing Member shall have the power and authority to:

(i) establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions;

(ii) bring and defend on behalf of the Company, actions and proceedings at law or in equity before any court or governmental, administrative or other regulatory agency, body or commission or otherwise; and

(iii) execute all documents or instruments, perform all duties and powers and do all things for, and on behalf of, the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company, including, without limitation, all documents, agreements and instruments related to the making of investments of Company funds.

The expression of any power or authority of the Managing Member in this Agreement shall not in any way limit or exclude any other power or authority of the Managing Member that is not specifically or expressly set forth in this Agreement.

6.3 No Management by Other Persons or Entities. Except as, and only to the extent, expressly delegated by the Managing Member, no person or entity other than the Managing Member and the Member shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company, or to act for, on behalf of, or to bind the Company.

6.4 Reliance by Third Parties. Any person or entity dealing with the Company, the Managing Member or the Member may rely upon a certificate signed by the Managing Member as to:

(i) the identity of the Managing Member or the Member;

(ii) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Managing Member or the Member or are in any other manner germane to the affairs of the Company;

(iii) the persons who, or entities that, are authorized to execute and deliver any instrument or document of, or on behalf of, the Company; or

Delaware

The First State

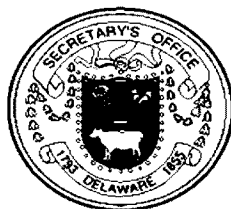
Page 1

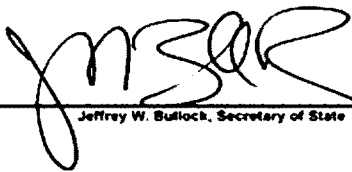
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MAPDWELL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "PALMETTO MAPDWELL, LLC" UNDER THE NAME OF "PALMETTO MAPDWELL, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF MARCH, A.D. 2021, AT 11:15 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-FOURTH DAY OF MARCH, A.D. 2021 AT 11:59 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5588482 8100M
SR# 20211022011

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202808637
Date: 03-24-21

TRADEMARK
REEL: 008381 FRAME: 0569

(iv) any act or failure to act by the Company or as to any other matter whatsoever, involving the Company or the Member.

6.5 Records and Information. Unless otherwise required by a mandatory provision of law, neither the Company, the Member nor the Managing Member shall have any obligation to maintain any books or records of the Company; provided that the Managing Member may keep books and records of the Company and may, from time to time, designate recordkeeping requirements for the Company.

7. Term; Dissolution. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Section 7. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the occurrence of any event that terminates the continued membership of the Member without the admission of a successor member to the Member or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act. Upon the dissolution of the Company, the Managing Member shall wind up the Company's affairs and distribute its assets as provided in the Delaware Act. Upon the completion of the winding up of the Company, the Managing Member shall file a certificate of cancellation with the Secretary of State of the State of Delaware canceling the Company's certificate of formation, at which time the Company shall terminate.

8. Units. The Company shall have one class of Member. The limited liability company interests of the Member shall be represented by Common Units ("Common Units"). The Member is entitled to one vote per Common Unit on all matters on which the Member is entitled to vote pursuant to this Agreement or the Delaware Act. The name and address of the Member and the number of Common Units held by the Member shall be set forth on Exhibit A, as amended from time to time.

9. Capital Contribution. The Member has contributed the following amount, in cash, and no other property, to the Company:

\$100

In consideration of the Member's initial capital contribution, the Member has received 100 Common Units, which represent all of the limited liability company interests in the Company as of the date of this Agreement.

10. Additional Contributions. The Member may, but is not required to, make any additional capital contribution to the Company.

11. Allocation of Profits and Losses; Tax Status. The Company's profits and losses shall be allocated to the Member. At all times that the Company has only one member (who owns 100% of the limited liability company interests in the Company), it is the intention of the Member that the Company be disregarded for federal, state, local and foreign income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Managing Member, provided that no distribution shall be made (i) in

violation of the Delaware Act; and (ii) unless otherwise determined by the Member, to the Member upon its withdrawal in connection with the voluntary assignment of its entire interest pursuant to Section 13.

13. Assignments. The Member may transfer or assign (including as a collateral assignment or pledge) in whole or in part its limited liability company interest. In connection with a voluntary transfer or assignment by the Member of its entire limited liability company interest in the Company, the Member will automatically withdraw and the assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time such voluntary transfer or assignment becomes effective under applicable law and the Company shall be continued without dissolution. In connection with a partial assignment or transfer by the Member of its limited liability company interest in the Company, this Agreement shall be amended to reflect the fact that the Company will have more than one member or one member and one or more economic interest holding assignees.

14. Resignation. The Member may resign from the Company at such time as it shall determine.

15. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, this Agreement shall be amended by the Member and the person or persons to be admitted as additional members to make such changes as they shall determine to reflect the fact that the Company shall have more than one member.

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

17. Indemnification.

17.1 Exculpation.

(i) The Member, whether acting as Member, in its capacity as Managing Member, or in any other capacity, shall, to the fullest extent permitted by law, have no liability to the Company or to any other person for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by the Member.

(ii) The Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Member reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. The foregoing provision shall in no way be deemed to reduce the limitation on liability of the Member provided in clause (i) of this Section 17.1.

**CERTIFICATE OF MERGER
MERCING
MAPDWELL, INC.
WITH AND INTO
PALMETTO MAPDWELL, LLC**

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:15 AM 03/24/2021
FILED 11:15 AM 03/24/2021
SR 20211022011 - File Number 5588482

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

Palmetto Mapdwell, LLC, a Delaware limited liability company (the “*Company*”), does hereby certify to the following facts relating to the merger (the “*Merger*”) of Mapdwell, Inc., a Delaware corporation (“*Mapdwell*”), with and into the Company, with the Company remaining as the surviving limited liability company of the Merger (the “*Surviving Company*”):

- FIRST: Mapdwell is an entity duly organized and existing under the General Corporation Law of the State of Delaware (“*DGCL*”), and the Company is a limited liability company duly organized and existing under the Limited Liability Company Act of the State of Delaware (the “*DLLCA*”)
- SECOND: An Agreement and Plan of Merger (“*Merger Agreement*”), dated as of March 22, 2021, has been approved, adopted, certified, executed and acknowledged by each of the Company and Mapdwell.
- THIRD: The name of the Surviving Company shall be Palmetto Mapdwell, LLC.
- FOURTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Company, at 1505 N. King St., Ext. #114, Charleston, SC 29405.
- FIFTH: A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without charge, to any member of any constituent limited liability company or stockholder of any constituent corporation.
- SIXTH: The Merger shall become effective at 11:59 p.m. on the date of the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

(iii) All provisions of this Section 17 shall apply to any former member of the Company for all actions or omissions taken while such person was the Member of the Company to the same extent as if such person were still the Member of the Company.

17.2 Duties and Liabilities of the Member.

(i) To the extent that, at law or in equity, the Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other person, the Member acting under this Agreement shall not be liable to the Company or to any other person for its reliance on the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, each of the Company and the Member hereby waives any and all fiduciary duties that, absent such waiver, would otherwise be imposed or implied by applicable law or this Agreement upon the Member, and all such duties are eliminated, and no fiduciary duties shall apply to any action or omission taken by the Member, or any of its Affiliates, employees, agents and representatives or in connection with the Company. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Member otherwise existing at law or in equity, are agreed to replace such other duties and liabilities of such Member.

(ii) Whenever in this Agreement the Member is permitted or required to make a decision (a) in its “discretion” or under a grant of similar authority or latitude, the Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of, or factors affecting, the Company or any other Person, or (b) in its “good faith” or under another express standard, the Member shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

17.3 Indemnification. To the fullest extent permitted by applicable law, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by the Member (irrespective of the capacity in which it acts) on behalf of the Company; provided, however, that any indemnity under this Section 17 shall be provided out of, and to the extent of, Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

17.4 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by the Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding.

17.5 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Managing Member shall, in its sole discretion, deem reasonable, on behalf of the Managing Member and such other persons or entities as the Managing Member shall determine, against any liability that may be asserted against, or expenses that may be incurred by, any such person or entity in connection with the activities of

the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement.

17.6 Other. The Managing Member and the Company may enter into indemnity contracts with any other persons granting such persons rights of indemnification and may adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 17 and containing such other procedures regarding indemnification, all as the Managing Member determines in its sole discretion.

18. Business Opportunities. To the fullest extent permitted by applicable law, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to the Member or any Affiliate thereof. The Company renounces any interest or expectance of the Company in, or in being offered an opportunity to participate in, business opportunities that are presented to the Member or any Affiliate thereof. Neither the Member nor any Affiliate thereof shall have any duty to communicate or offer any opportunity to the Company, and such Member or Affiliate shall not be liable to the Company for breach of any fiduciary or other duty by reason of the fact that such Member or Affiliate pursues or acquires for, or directs such opportunity to another person or does not communicate such opportunity or information to the Company. No amendment or repeal of this Section 18 shall apply to or have any effect on the liability or alleged liability of the Member or any Affiliate thereof, for or with respect to any opportunities of which such Member or Affiliate thereof becomes aware prior to such amendment or repeal.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Member.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of Delaware.

21. Entire Agreement. This Agreement and the documents and agreements contemplated in this Agreement constitute the entire agreement with the Member with regard to the subject matter hereof and thereof.

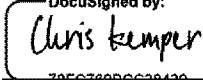
22. Benefits. Except as expressly provided herein, this Agreement is entered into for the sole and exclusive benefit of the parties hereto and will not be interpreted in such a manner as to give rise to or create any rights or benefits of or for any person or entity not a party hereto.

23. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned officer of Palmetto Mapdwell, LLC has caused this Certificate of Merger to be executed by a duly authorized officer as of March 24, 2021.

PALMETTO MAPDWELL, LLC

DocuSigned by:
By: 
70f678996c630439...
Name: Christopher Kemper
Title: President

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement as of the day and year first aforesaid.

PALMETTO MAPDWELL, LLC

DocuSigned by:
Chris Kemper
By: 78FC769BCC38439
Name: Christopher Kemper
Title: President

PALMETTO SOLAR, LLC

DocuSigned by:
Chris Kemper
By: 78FC769BCC38439
Name: Christopher Kemper
Title: Manager

EXHIBIT A

UNITS

Member	Common Units	Ownership Interest
Palmetto Solar, LLC 1505 King St. Ext #114, Charleston, SC 29405	100	100%