EXECUTION COPY

LIMITED LIABILITY COMPANY AGREEMENT
OF
LIMITLESS MOBILE HOLDINGS, LLC

This **LIMITED LIABILITY COMPANY AGREEMENT** is effective as of November 1, 2013 (the "**Effective Date**"), by and among Limitless Mobile Holdings, LLC, a Delaware limited liability company (the "**Company**"), and the persons set forth as Members (as hereinafter defined) on Exhibit A attached hereto and made a part hereof.

RECITALS

A. The Company was formed by the filing of the Certificate of Formation pursuant to the Act (as hereinafter defined) on October 24, 2013;

B. The Company desires to admit the Members as of the Effective Date;

C. The Company and the Members desire to enter into this Agreement which sets forth, among other things, the understandings among the Members with regard to the governance of the Company, the respective ownership interests of the Members, and the relationship of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I
Defined Terms

In addition to the capitalized terms defined throughout this Agreement, the following capitalized terms shall have the meanings specified in this **Article I**.

"Act" means the Delaware Limited Liability Company Act, and any successor statute, as amended from time to time.

"Additional Members" means the Persons admitted as additional Members in accordance with Section 3.1(a).

"Additional Securities" means (a) any Units or other equity interests (including any phantom, appreciation or other equity-like rights) of the Company issued by the Company after the Effective Date, (b) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other equity interests in the Company and (c) warrants, options or other rights to purchase or otherwise acquire Units or other equity interests in the Company.

"**Adjusted Capital Account Deficit**" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant taxable year or other period, after giving effect to the following adjustments:

(a) credit such Capital Account by any amounts which such Member is obligated to restore pursuant to this Agreement (including any note obligations) or is deemed to be obligated to restore pursuant to the penultimate sentence of each of Regulations Sections 1.704-2(i)(5) and 1.704-2(g); and

(b) debit such Capital Account by the items described in Regulations Section 1.704-1(b)(2)(ii)(*d*)*(4), (5)* and *(6).*

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(*d*) and shall be interpreted consistently therewith.

"Affiliate" of, or a Person "**Affiliated"** with, a specified Person means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified; provided that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time in accordance with its terms.

"Assumed Tax Rate" means the highest combined U.S. federal, state and/or local income tax rates applicable to any Member (including, for the avoidance of doubt, any taxes assessed pursuant to the Patient Protection and Affordable Care Act (a/k/a "Obamacare"), FICA and Medicare payroll taxes), as determined by the Board from time to time in good faith.

"Available Cash" means all cash and cash equivalents of the Company and any Subsidiary, less the sum of (a) all payments of principal, interest and other amounts then due and payable on any Indebtedness of the Company; (b) all expenses and expenditures payable in cash by the Company; and (c) reasonable working capital reserves and reasonable reserves for contingencies as determined by the Board in good faith.

"Board" is defined in Section 5.1. For purposes of the Act, each Director will be considered to be a "manager."

"Business" means the business of operating a wireless carrier, MVNO/MVNE and VOIP related telecommunications businesses and any similar, related or complementary business or activity that the Company conducts either directly or through one or more Subsidiaries, as may be modified or expanded by the Board.

"Capital Account" means the account maintained by the Company for each Member. If any Unit or equity interest in the Company is Transferred pursuant to the terms hereof, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the Transferred Unit or equity interest in the Company. It is intended that the Capital Accounts of all Unit Holders or holders of an equity interest in the Company shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all

provisions hereof relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash, cash equivalents and the Gross Asset Value of any other assets contributed or deemed to be contributed to the Company by a Member, net of liabilities assumed or to which the assets contributed are subject, including, without limitation, the Keystone Capital Contribution, Limitless Capital Contribution and New Investor Capital Contribution.

"Cause" means, with respect to a Director: (a) such person has committed an act or acts of fraud, moral turpitude or other conduct that would constitute a felony, (b) any material breach by such person of any provision of any Organizational Document of the Company or any Subsidiary, or (c) any intentional act on the part of such person that is intended to have, and has had, a material detrimental effect on the Company or any Subsidiary or their respective reputations. **"Cause"** with respect to a Limitless Investor, means the foregoing clauses (a) – (c) and (i) a material breach by the Limitless Investor of his employment agreement with the Company, (ii) gross negligence or willful misconduct in the performance of a Limitless Investor's duties to the Company, (iii) a Limitless Investor's failure to comply with the policies, directives or decisions of the Board, (iv) a Limitless Investor's intentional misrepresentation or concealment of material information to or from the Board pertaining to the Company, its business and operations, or (v) a limitless Investor's habitual use of illegal drugs, or the habitual misuse or abuse of legal drugs or alcohol, which, in either case, materially affects the Limitless Investor's performance of his duties on behalf of the Company.

"Certificate of Formation" means the Certificate of Formation of the Company as filed with the Secretary, and as the same may be amended or amended and restated from time to time.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Common Equivalent Basis" shall mean, as of a specified date, the sum of (a) the number of Common Units outstanding as of such date, plus (b) the number of Common Units issuable upon conversion, exercise or exchange of any Convertible Securities then outstanding or issuable pursuant to any other agreement or arrangement then in effect as of such date.

"Convertible Securities" means any rights, options or warrants to purchase Common Units or other Units in the Company, and securities of any type whatsoever that are, or may become, convertible into or exchangeable for Common Units or other Units in the Company.

"Common Unit" means a Unit representing a fractional part of the ownership of the Company and having the rights and obligations specified with respect to Common Units in this Agreement. Each Common Unit shall entitle the holder thereof to one vote on any matter submitted to the vote of the Members.

"Company Property" means any and all property, real or personal, tangible or intangible, owned of record or beneficially by the Company.

"Competitor" means any Person who directly or indirectly, individually or as a security holder, director, officer, employee, partner, lender, consultant, or agent of any other person, is engaged in any business which competes with the Business of the Company or any of its Subsidiaries in any material respect within the Restricted Territory as reasonably determined in good faith by the Board.

"Confidential Information" means any non-public information, in whatever form or medium, concerning the products, financial condition, services, research, development, operations or affairs of the Business, including, but not limited to, (a) sales, sales volume, sales methods, sales proposals, business plans, advertising and marketing plans, strategic and long-range plans, and any information related to any of the foregoing, (b) customers, customer lists, prospective customers and customer records, (c) general price lists and prices charged to specific customers, (d) all materials, information, proprietary rights, trade secrets, know-how, generic programming codes and segments, algorithms, methodologies, processes, tools, compilations of data and analyses, documents, techniques, systems, research, records, reports, manuals, documentation, models, data and data bases and notes of the Company or any Subsidiaries of the Company or otherwise relating to the conduct of the Business, (e) inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable), (f) financial statements, budgets and projections, (g) software owned or developed (or being developed) for use in or relating to the conduct of the Business, (h) the names, addresses and other contact information of all vendors and suppliers and prospective vendors and suppliers of the Business, (i) any other intellectual property rights, and (j) all other confidential or proprietary information belonging to the Company, its Subsidiaries or otherwise relating to the Business; provided, however, that Confidential Information shall not include (i) knowledge, data and information that is generally known or becomes known publicly (other than as a result of a breach of this Agreement or other agreement or instrument), and (ii) knowledge, data and information gained by a Member without a breach of this Agreement or any other agreement or instrument on a non-confidential basis from a person who is not known by such Member to be prohibited by any obligation of confidentiality owed to the Company from transmitting the information to such Member.

"Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to assets for such fiscal year, except that if the Gross Asset Value of the assets differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board in accordance with Section 4.7(b).

"**Economic Interest**" means a Member's or Economic Owner's share of the Company's Profits and Losses and distributions pursuant to this Agreement and the Act, but shall not include any right to participate in the management and affairs of the Company, the right to vote or otherwise participate in any decisions of the Members, or any right to receive information concerning the Business and the Company.

"**Economic Owner**" means a transferee of a Member's Units that is not admitted as a Substitute Member, or a Limitless Investor in the circumstances described in Section 3.1(b), in each case such Person shall be deemed to have solely an Economic Interest. An owner of an Economic Interest who is not a Member shall not be deemed a member (as the term is used in the Act) of the Company.

"**Family Group**" means (a) any natural Person who is the current spouse or a lineal descendant (including an adopted child) of a Person who is a natural person, or (b) any trust or similar entity, all of the direct or indirect beneficiaries of which consist of the current spouse or lineal descendants (including adopted children) of such Person.

"FCC" means the United States Federal Communications Commission.

"**GAAP**" means, as of any applicable date of determination, generally accepted accounting principles in the United States of America, as applicable on such date, consistently applied, as in effect from time to time.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined in the reasonable and good faith judgment of the Board and in accordance with this Agreement;

(b) The Gross Asset Values of all Company Property shall be adjusted to equal the respective gross fair market values of such property, as determined by the Board, as of the following times: (i) the acquisition of an additional Economic Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company Property as consideration for an Economic Interest; (iii) the liquidation of the Company within the meaning of § 1.704-1(b)(2)(ii)(*g*) of the Regulations and (iv) the issuance of an Economic Interest to any Person as compensation for services provided to or on behalf of the Company; provided, however, that adjustments pursuant to clauses (i), (ii) and (iv) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company Property distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution as determined by the distributee and the Board; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to section 734(b) or section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to § 1.704-1(b)(2)(iv)(*m*) of the Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection (d) to the extent the Board determines that an adjustment pursuant to subsection (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b), or (d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

It is acknowledged that the aggregate Gross Asset Value of the contributions made by the Keystone Members pursuant to the Keystone Contribution Agreement and by the Limitless Members pursuant to the Limitless Contribution Agreement are each valued at $10,000,000 and such Members have received Capital Account Credit based on their Pro Rata Share of such amounts.

"[REDACTED].

"**Indebtedness"** of any Person means the principal of, premium, if any, unpaid interest on, and other amounts owing in respect of, (a) indebtedness for borrowed money, (b) indebtedness for borrowed money guaranteed, directly or indirectly, in any manner by such Person, or in effect guaranteed, directly or indirectly, in any manner by such Person through an agreement, contingent or otherwise, to supply funds to, or in any other manner invest in, the debtor, or to purchase indebtedness for borrowed money, or to purchase and pay for property if not delivered or pay for services if not performed, primarily for the purpose of enabling the debtor to make payment of the indebtedness for borrowed money or to assure the owners of the indebtedness for borrowed money against loss, (c) all indebtedness for borrowed money secured by any Lien upon property owned by such Person, even though such Person has not in any manner become liable for the payment of such indebtedness, and (d) renewals, extensions and refunding of any such indebtedness for borrowed money.

"Independent Third Party" means any Person who immediately prior to the contemplated transaction, is not a Related Party.

"Investors" means, collectively, the Keystone Investors, the Limitless Investors and the New Investors.

"Involuntary Withdrawal" means, with respect to a Member, the occurrence of any of the following events:

(a) the Member (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary petition of bankruptcy, is adjudged bankrupt or insolvent or has entered against it an order for relief in any bankruptcy or insolvency proceeding; (iii) seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or the liquidation of the Member or of all or any substantial part of the Member's properties; or (iv) files an answer or other pleading admitting, or failing to contest, the material allegations of a petition filed against the Member in any proceeding described in subsections (i) through (iii);

(b) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the Member;

(c) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or

(d) if the Member is an individual, his or her death or legal incompetence.

"Keystone" means Keystone Wireless, LLC, a Delaware limited liability company.

"Keystone Capital Contribution" means the Capital Contribution made by the Keystone Investors pursuant to the Keystone Contribution Agreement and any other Capital Contributions made by the Keystone Investors.

"Keystone Contribution Agreement" means that certain Contribution Agreement, dated as of the Effective Date, by and among Keystone Investors, Keystone and the Company.

"Keystone Investors" means, collectively, (a) Robert C. Martin, Linda C. Martin, Martin 2002 Revocable Trust, Richard B. Worley, Sarah Miller Coulson, and (b) any Permitted Transferees of the Person described in the foregoing clause (a).

"Limitless" means Limitless Mobile Holdings, Inc., a Delaware corporation.

"Limitless Capital Contribution" means the Capital Contribution made by the Limitless Investors pursuant to the Limitless Contribution Agreement and any other Capital Contributions made by the Limitless Investors.

"Limitless Contribution Agreement" means that certain Contribution Agreement, dated as of the Effective Date, by and among Limitless Investors, Limitless and the Company.

"Limitless Investors" means, collectively, (a) Shane Murphy, Jeff Mason, Edward James Croal, and (b) any Permitted Transferees of the Person described in the foregoing clause (a).

"**Majority-in-Interest of the Members**" means the Members holding in the aggregate more than fifty percent (50%) of the Common Units outstanding at the relevant time of determination.

"Majority-in-Interest of Keystone Investors" means the Keystone Investors holding in the aggregate more than fifty percent (50%) of the Common Units held by all Keystone Investors outstanding at the relevant time of determination, excluding therefrom any Common Units held by such Persons as New Investors.

"Majority-in-Interest of Limitless Investors" means the Limitless Investors holding in the aggregate more than fifty percent (50%) of the Common Units held by all Limitless Investors outstanding at the relevant time of determination, excluding therefrom any Common Units held by such Persons as New Investors.

"Majority-in-Interest of New Investors" means the New Investors holding in the aggregate more than fifty percent (50%) of the Common Units held by all New Investors

outstanding at the relevant time of determination, excluding therefrom any Common Units held by such Persons as Keystone Investors or Limitless Investors.

"Member" means any Person whose name is set forth on Exhibit A attached hereto or who has become a Member pursuant to the terms of this Agreement.

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"New Investors" means, collectively, (a) those Persons identified as New Investors on Exhibit A attached hereto, and (b) any Permitted Transferees of the Person described in the foregoing clause (a).

"New Investor Capital Contribution" means the Capital Contributions made by the New Investors pursuant to this Agreement.

"Organizational Documents" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person (e.g., a certificate of formation, articles of organization or certificate of limited partnership), and any agreement governing such Person (e.g., a limited liability company agreement, operating agreement or partnership agreement); and (c) any amendment to any of the foregoing.

"Partially Adjusted Capital Account" means with respect to any Member for any taxable year, the Capital Account of such Member at the beginning of such taxable year, increased by all contributions during such year and all special allocations of income and gain pursuant to the last paragraph of Section 4.4 and Section 4.5 with respect to such taxable year, and decreased by all distributions during such taxable year and all special allocations of losses and deductions pursuant to the last paragraph of Section 4.4 and Section 4.5, but before giving effect to any allocation of Profits or Losses for such taxable year pursuant to Section 4.4(a) and (b).

"Permitted Transferee" means, with respect to a Member (a) who is an individual, any person who is the spouse or a lineal ancestor or descendant of such individual, a trust solely for the benefit of such individual or such spouse or lineal ancestor or descendant of such individual, or the estate of such individual or his Permitted Transferee in a transfer pursuant to the laws of descent and distribution or an entity wholly owned and controlled by such individual Member and designated by such individual Member to hold his or her Common Units for that individual Member's benefit and (ii) which is an entity, to the direct or indirect equity owners or any Affiliate of such entity; provided, that any such Permitted Transferee has agreed in writing to be bound and has become bound by the terms and conditions of this Agreement to the same extent and in the same manner as the Member transferring any Units to such Person; and, provided, further, that the Transfer to any such Person is effected in compliance with the registration requirements of all applicable securities laws (or exemptions therefrom). The term "Permitted Transferees" shall mean any combination of such Permitted Transferees.

"Person" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Pro Rata Share" means, with respect to any Unit Holder holding Common Units as of any date of determination, the ratio of the total number of the Common Units held by such Unit Holder to the total number of Common Units then outstanding.

"Profits" and "Losses" means, for each period taken into account under **Article IV**, an amount equal to the Company's taxable income or taxable loss for such period, determined in accordance with federal income tax principles, with the following adjustments:

(a) There shall be added to such taxable income or taxable loss an amount equal to any income received by the Company during such period which is wholly exempt from federal income tax (e.g., interest income which is exempt from federal income tax under section 103 of the Code);

(b) Any expenditures of the Company described in section 705(a)(2)(B) of the Code or treated as section 705(a)(2)(B) expenditures pursuant to § 1.704-1(b)(2)(iv)(*i*) of the Regulations, and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to the terms of this Agreement, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company Property disposed of, notwithstanding that the adjusted tax basis of such Company Property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to section 734(b) or section 743(b) of the Code is required pursuant to § 1.704-1(b)(2)(iv)(*m*)(*4*) of the Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Economic Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

Any items that are specially allocated pursuant to Section 4.4(c) and Section 4.5 shall not be taken into account in computing Profits and Losses.

"Regulations" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Related Party" means (a) any Member, (b) for any Member who is a natural person, a member of such Member's Family Group, (c) any Affiliate of any Member, (d) any officer or

Director of the Company or any Subsidiary or (e) a member of the Family Group of any officer or Director of the Company or any Subsidiary.

"Restricted Territory" means anywhere within North America and the United Kingdom or, at the relevant time of determination, any other geographical area in which the Company or any of its Subsidiaries is actively engaged in the Business in a material way.

"[REDACTED]

"[REDACTED]

"Sale of the Company" means (a) the sale, transfer or assignment of all or substantially all of the Company's assets, (b) the sale, transfer or assignment of the outstanding Common Units, or (c) the merger or consolidation of the Company with another person or entity, in each case in clauses (b) and (c) above, under circumstances in which the holders of the voting power of outstanding Common Units, immediately prior to such transaction, possess less than fifty percent (50%) of the voting power of the outstanding equity interests of the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction. A sale (or multiple related sales) of one or more Subsidiaries of the Company (whether by way or merger, consolidation, reorganization or sale of all or substantially all assets or securities) which constitutes all or substantially all of the consolidated assets of the Company shall be deemed a Sale of the Company.

"Secretary" means the Secretary of State of the State of Delaware.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder and any successor to such statute, rules and regulations.

"Subsidiary" means, with respect to any Person, any entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association, or other entity (other than a corporation), a majority of membership, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association, or other entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association, or other entity gains or losses or shall be a manager, managing member, managing director or general partner of, or shall otherwise control the activities of, such limited liability company, partnership, association, or other entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"Substituted Member" means any Person admitted to the Company as a substitute or additional Member pursuant to the provisions of Section 7.3(c).

"Target Capital Account" means, with respect to any Member and any taxable year, an amount (which may be either a positive or a deficit balance) equal to (A) the amount that would be received by such Member if all Company assets were sold for cash equal to their Gross Asset Value, all Company liabilities were satisfied to the extent required by their terms (limited, with respect to each partner non-recourse liability and partner non-recourse debt, as defined in Regulations Section 1.704-2(b)(4), to the Gross Asset Value of the assets securing such liability), and the net assets of the Company were distributed in full to the Members as required pursuant to Section 8.2(a)(iv), all as of the last day of such taxable year, minus (B) the sum of (1) the Member's share of partner minimum gain determined pursuant to Regulations Section 1.704-2(g), and (2) the Member's share of the partner non-recourse debt minimum gain determined in accordance with Regulations Section 1.704-2(i)(5), in each case computed immediately prior to the hypothetical sale described above.

"Transaction Agreements" means, collectively, (a) the Keystone Contribution Agreement, (b) Limitless Contribution Agreement and (c) this Agreement.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means, to sell, hypothecate, pledge, assign, or otherwise transfer, in each case, whether direct or indirect, with or without consideration and whether voluntary, involuntary or by operation of law.

"Unit" means a Common Unit or any other class or series of unit of the Company created by the Board in accordance with this Agreement.

"Unit Holder" means any Person who holds a Unit, whether as a Member or as an Economic Owner.

Unreturned Capital" means, as of any specified date and with respect to each Member, the excess of: (i) the Capital Contributions made by a Member (including any adjustment to Capital Accounts consistent with Treasury Regulations Section 1.704-1(b)(2)(iv); over (ii) the cumulative distributions made to such Member pursuant to the terms of Sections 4.1 and/or 8.2(c) hereof, as the case may be. "**Unreturned Keystone Investor Capital**" shall mean the Unreturned Capital of the Keystone Investors; "**Unreturned Limitless Investor Capital**" shall mean the Unreturned Capital of the Limitless Investors; and "**Unreturned New Investor Capital**" shall mean the Unreturned Capital of the New Investors.

Article II
Formation and Name; Office; Purpose; Term

2.1 Formation of the Company. The Company was formed as a Delaware limited liability company pursuant to the Act. The Board shall use all reasonable efforts to assure that all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for the continuation of the Company as a limited liability company under the Act are made or taken. Each party hereto represents and warrants that it is duly authorized to join in this Agreement and that the Person executing this Agreement on its behalf is duly authorized to do so.

2.2 Name of the Company. The name of the Company is "Limitless Mobile Holdings, LLC". The Company may do business under that name and under any other name or names that the Board selects. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall comply with any requirements of the Act or applicable law necessary to do business under such name or names.

2.3 Purpose. The purpose and business of the Company shall be to engage in the Business (directly or through one or more Subsidiaries) and, in the discretion of the Board, in any other lawful act or activity which may be conducted by a limited liability company organized under the laws of the State of Delaware.

2.4 Term. The term of the Company began with the filing of the Certificate of Formation with the Secretary and shall continue in perpetuity, unless its existence is terminated pursuant to **Article VIII** hereof.

2.5 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the registered agent named in the Certificate of Formation or such other Person or Persons as the Board may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Board may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there. The Company may have such other offices as the Board may designate from time to time.

2.6 Members. The name and number and classes of Units of each Member are set forth on Exhibit A, as such Exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to refer to Exhibit A as amended and then in effect in accordance with the terms of this Agreement.

2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including, but not limited to, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement (except for tax purposes as set forth in the next succeeding sentence of this Section 2.7), and neither this Agreement nor any other document entered into by the Company or any Member relating to the

subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Article III
Capital Contributions

3.1 Capital Contributions.

(a) Keystone Investors. As of the Effective Date, the Keystone Investors have made the Capital Contributions set forth in the Keystone Contribution Agreement and have received an aggregate Capital Account credit of **[REDACTED]** and the associated Common Units as set forth opposite their names on Exhibit A.

(b) Limitless Investors. As of the Effective Date, the Limitless Investors have made the Capital Contributions set forth in the Limitless Contribution Agreement and received an aggregate Capital Account credit of **[REDACTED]**and the associated Common Units as set forth opposite their names on Exhibit A. Each of the Limitless Investors who remain employed by the Company and have not been terminated for Cause or voluntarily withdrawn (a "**Termination Event**") shall receive the proceeds associated with the Common Units each respectively holds on the dates specified below (assuming no other issuances or redemptions of Common Units after the Effective Date):

Date	Aggregate Additional Units of Limitless Investors	Total Units Held By All Limitless Investors
November 1, 2014	23,187.50	46,375.00
November 1, 2015	23,187.50	69,562.50
November 1, 2016	23,187.50	92,750.00

For the sake of clarity, as of the Effective Date, the Limitless Investors shall collectively own 23,187.50 Units and be entitled to all the proceeds and benefits associated therewith. The Limitless Investors shall acquire, in the aggregate based on their Pro Rata Share of all Units held by Limitless Investors, the Units identified above on the dates shown assuming there has been no Termination Event, which additional Units and the resulting Pro Rata Share shall dilute the Pro Rata Share of the other Members proportionately until the earlier of (i) November 1, 2016, or (ii) the date set forth in Section 3.1(d) below (the "**Full Vesting Date**"), when the Limitless Investors shall be fully vested in all their Units and the resulting Pro Rata Share. The proceeds from the unvested Limitless Investors' Common Units (other than tax distributions made to Members during the vesting period under Section 4.2 hereof) shall be held in trust for each of the Limitless Investors until such time that the Vesting Date for those Common Units has occurred, provided there has been no Termination Event for the respective Limited Investor holding such Common Units. Upon each of the Vesting Dates, any amounts held in trust shall be released to the Limitless Investors.

In the event that any Limitless Investor is terminated without Cause, all Common Units that have not yet vested shall vest immediately and such Limitless Investor shall be entitled to all of his Common Units and such Limitless Investor shall thereafter be an Economic Owner with respect to any Common Units owned by such Limitless Investor. In the event that any Limitless Investor causes a Termination Event or suffers an Involuntary Withdrawal, such Limitless Investor shall thereafter be an Economic Owner with respect to any Units owned by such Limitless Investor at the time of the Termination Event.

Upon a Sale of the Company and provided at such time the Limitless Investor has not caused a Termination Event or suffered an Involuntary Withdrawal, such Limitless Investor shall be entitled to all unvested Common Units.

(c) New Investors. As of the Effective Date, the New Investors have contributed **[REDACTED]** to the Company and have received the Units and Capital Account credit set forth opposite their names on Exhibit A.

(d) In the event the Limitless Investors are successful in meeting their forecasted **[REDACTED]** EBITDA as determined by GAAP in the second year of operations (estimated to be December 1, 2014 thru November 30, 2015), (i) the Limitless Investors will receive 18,555 additional Common Units to be distributed among the individual Limited Investors based on their Pro Rata Share, and (ii) notwithstanding anything contained herein to the contrary, all unvested Common Units under Section 3.1(b) hereof shall immediately vest.

(e) Notwithstanding anything contained herein to the contrary, no Units shall be issued or transferred to New Investors until such time as any required FCC approval is obtained and nothing herein shall be construed to constitute any ownership or other right of New Investors to the extent that any FCC Approval is necessary to effectuate such right of ownership or otherwise.

3.2 Additional Capital; Right of First Refusal.

(a) Additional Capital. If at any time the Board in its sole discretion determines to raise capital through the issuance and sale of equity interests in the Company to properly carry out or further the Business of the Company, the Board shall have the right, to raise such additional capital and, to the extent the Person(s) acquiring such equity interests are not already Members, to admit such Person(s) as Additional Members, on terms that may be senior to, junior to or on parity with the terms of the interests of the Members in respect of their Units. In the event that the Board reasonably believes that the Company requires capital in addition to the existing capital ("**Required Funds"**), the Board shall first offer to the existing Members the opportunity to make such additional Capital Contributions by delivery of written notice to the Members. Each Member shall have the right to contribute its Pro Rata Share of the Required Funds requested by the Board. Each Member shall notify the Board of its intention to make an additional Capital Contribution of its Pro Rata Share of the Required Funds within thirty (30) days after receipt of such notice from the Board. If, and to the extent that, all of the Members do not elect to contribute all of the Required Funds requested by the Board within thirty (30) days after receipt of such notice from the Board, those Members electing to contribute their Pro Rata Share of the Required Funds shall have the further right to contribute (based on their Pro Rata

Share of the Membership Interests held by each such contributing Member or as otherwise agreed among such contributing Members) the balance of the Required Funds.

(b) If, and to the extent that, the existing Members do not contribute all of the Required Funds requested by the Board within thirty (30) days of the written notice described in (a) above, the Board shall have the right to obtain such funds by issuing additional Units to other Persons (excluding existing Members) and to admit such Persons as Additional Members so long as the terms of investment are no more favorable to such additional persons than those terms offered to the Members pursuant to (a) above. Each Person who is to be admitted as an additional Member pursuant to this Agreement shall accede to this Agreement by executing a counterpart signature page to this Agreement providing for such admission, which shall be deemed for all purposes to constitute an amendment to this Agreement providing for such admission. The Board shall cause Exhibit A to be amended from time to time to reflect the issuance of any Membership Interests and the admission of any new Members occurring pursuant to this Section 3.1 and any such issuance or admission of New Member(s) shall be performed in accordance with the other provisions of this Agreement to the extent applicable.

(c) Not in limitation of the foregoing, in lieu of receiving additional Capital Contributions, the Board may at any time elect to receive an advance of Required Funds from any Member to the Company, which advance (the "**Capital Advance**") shall bear interest at the "prime rate" as charged by JP Morgan Chase & Co., Chicago, Illinois or its successor on loans outstanding on the date of such Capital Advance *plus* two percent (2%) (the "**Prime Rate**"). In such event, the Members will be offered the opportunity to participate in such Capital Advance on a pro-rata basis consistent with their Units, but for such loans, there shall be no adjustment to Capital Accounts.

3.3 No Interest on Capital Contributions. Members shall not be paid interest on their Capital Contributions.

3.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution.

3.5 Form of Return of Capital. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive any form of consideration other than cash in return of the Member's Capital Contribution.

3.6 Capital Accounts. The Company shall maintain a separate Capital Account for each Member.

Article IV
Distributions and Allocations

4.1 Distributions. For purposes of this **Article IV**, a “Member” shall be deemed to include an Economic Owner.

(a) Cash Distributions. Subject to compliance with applicable law, the Board may in its discretion from time to time cause the Company to make distributions of Available Cash to the Members. Any distributions (other than tax distributions under Section 4.2 and

distributions under Section 8.2) for any period shall be made to the Members pro rata based upon the relative Pro Rata Share of each such Member.

(b) In-Kind Distribution. If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, as determined in the reasonable and good faith judgment of the Board, and any Member entitled to receive such assets will receive such assets in the same proportions as cash equal to the fair market value of such property would be distributed among the Members pursuant to this Section 4.1.

(c) No Obligation to Restore Negative Capital Account. No Member shall be obligated to restore a Negative Capital Account during the term of, or upon dissolution of, the Company.

4.2 Distributions with Respect to Tax. The Company shall, for each taxable year, distribute to each of the Members, an amount of cash necessary to ensure that such Member receives distributions, for each taxable year, equal to a designated percentage selected in the reasonable discretion of the Board to enable the Members to pay all or a portion of their respective income tax liabilities (depending on the applicable taxing jurisdictions to which the Member may be subject) resulting from the taxable income of the Company; provided, however, that no distributions shall be made to the extent that the Board determines that Distributable Cash, increased by any Reserves which the Board would set aside, is not available for such distribution. Such distributions shall be made at such times and upon such frequency as determined by the Board. Any amounts distributed to a Member pursuant to this Section 4.2 shall be applied to reduce the next distributions that would otherwise be distributed to such Member pursuant to Section 4.2.

4.3 Allocations of Profits or Losses. Except as otherwise required by Section 704(b) of the Code and Sections 4.4 and 4.5 hereof, Profits or Losses of the Company for any taxable year shall be allocated as follows:

(a) Profits. Prior to the Full Vesting Date, Company Profits shall be allocated to the Members in proportion to their respective Pro Rata Shares. Prior to the Full Vesting Date, any distributions relating to Profits (other than tax distributions under Section 4.2) attributed to unvested Common Units shall be held by the Company for the benefit of the holder(s) of the unvested Common Units and will be distributed to those holders as the Common Units vest. Profits and each item of Company income, gain, loss or deduction entering into the computation thereof, for each taxable year from and after the Full Vesting Date shall be allocated to the Members so as to reduce, proportionally, the difference between their respective Target Capital Accounts and Partially Adjusted Capital Accounts for such fiscal year. No portion of the Profits for any taxable year shall be allocated to a Member whose Partially Adjusted Capital Account is greater than or equal to its Target Capital Account for such fiscal year.

(b) Losses. Company Losses shall be allocated to the Members in proportion to their respective Pro Rata Shares, whether or not vested. Losses, and each item of Company income, gain, loss or deduction entering into the computation thereof, for each taxable year shall be allocated to the Members so as to reduce, proportionally, the difference between their

respective Partially Adjusted Capital Accounts and Target Capital Accounts for such fiscal year. No portion of the Losses for any taxable year shall be allocated to a Member whose Target Capital Account is greater than or equal to its Partially Adjusted Capital Account for such fiscal year.

(c) Loss Limitation. Losses allocated pursuant to Section 4.3(b) shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any taxable year. In the event that some but not all of the Members would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses pursuant to Section 4.3(b), the limitations set forth herein shall be applied on a Member-by-Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Members' Capital Accounts so as to allocate the maximum permissible Losses to each Member under Regulations Section 1.704-1-(b)(2)(ii)(*d*).

Notwithstanding the foregoing, the Board may make such allocations as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into account facts and circumstances as the Board deems reasonably necessary for this purpose.

4.4 Regulatory Allocations.

(a) Minimum Gain and Member Minimum Gain Chargebacks. Notwithstanding any other provision of this **Article IV**, items of Company income and gain shall be allocated so as to comply with the minimum gain chargeback requirements of Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) Qualified Income Offset. If a Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Section 1.704-1(b)(2)(ii)*(d)(4)*, 1.704-1(b)(2)(ii)*(d)(5)*, or 1.704-1(b)(2)(ii)*(d)(6)*, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 4.5(b) shall be made if and only to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this **Article IV** have been tentatively made as if this Section 4.5(b) were not in this Agreement.

(c) Non-recourse Deductions. Non-recourse deductions (as defined in Regulations Section 1.704-2(b)(1)) for any taxable year or other period shall be allocated to the Members holding vested Common Units pro rata in accordance with their respective vested Common Units. The amount of non-recourse deductions and excess non-recourse liabilities shall be determined in accordance with Regulations Section 1.704-2(c).

(d) Partner Non-recourse Deductions. Any partner non-recourse deductions (as defined in Regulations Section 1.704-2(i)(1)) for any taxable year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the partner non-recourse debt to which such partner non-recourse deductions are attributable in accordance with Regulations Section 1.704-2(i). The amount of partner non-recourse deductions shall be determined in accordance with Regulations Section 1.704-2(i)(2).

(e) Effect of Regulatory Allocations. The allocations described in Section 4.3(c) and Sections 4.4(a), 4.4(b), 4.4(c) and 4.4(d) above (the "**Regulatory Allocations**") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2 and as such may not be consistent with the manner in which the Members intend to allocate items of income, gain, loss, deduction and expense or make distributions. Accordingly, notwithstanding other provisions of this Section 4.4 and Section 4.3(c), but subject to the requirements of the Regulations, items of income, gain, loss, deduction and expense in subsequent taxable years shall be allocated among the Members in such a way as to reverse as quickly as possible the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Members to be in the amounts they would have been if Profits and Losses (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations.

4.5 Special Allocations Relating to Entity-Level Taxes; Withholding.

(a) Special Allocations Relating to Entity-Level Taxes. Notwithstanding anything to the contrary herein, in the event that and to the extent that any state, local or other income tax imposed on the Company as an entity is reduced by reason of the holding of an interest by any Member, no part of the expense of the Company for such tax shall be allocated to such Member. In addition, if the Company is obligated under applicable law to pay any amount to a governmental agency because of a Member's status as a Member of the Company for federal or state withholding or other taxes, such amount shall reduce the distributions which would otherwise be made to such Member pursuant to this **Article IV**.

(b) Withholding. The Company shall comply with the withholding provisions of Federal, state and local law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent the Company is required to withhold and pay over any amounts to any authority with respect to distributions or allocations to any Member, the amount withheld shall be treated as a distribution in the amount of the withholding to that Member for all purposes under this Agreement. In the event of any claimed over-withholding, the Member shall be limited to a refund claim against the applicable jurisdiction. If the amount withheld was not withheld from actual distribution to a Member, the Company may, at the Board's option, (i) require the Member to reimburse the Company for such withholding upon request by the Board, or (ii) reduce any subsequent distributions to the Member by the amount of such withholding. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Board to assist it in determining the extent of, and in fulfilling, the Company's withholding obligations.

4.6 Allocation for Income Tax Purposes.

(a) Allocation in General. Except as otherwise provided in Section 4.6(b), for each fiscal year, items of Company income, gain, loss, deduction and expense, shall be allocated, for federal, state and local income tax purposes, among the Members in the same manner as the Profits (and the items thereof) or Losses (and the items thereof) of which such items are components were allocated pursuant to Section 4.3.

(b) Section 704(c) Items. In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. If the Gross Asset Value of a Company asset is adjusted pursuant to clause (b) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset for tax purposes shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Regulations thereunder. Such allocations with respect to the transactions contemplated in the Transaction Agreements shall be made using the "remedial method" specified in Treasury Regulations Section 1.704-3(d) and any other elections or decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

(c) Allocations Solely for Tax Purposes. Allocations pursuant to this Section 4.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits and Losses or other items or distributions pursuant to any provision of this Agreement.

Article V
Board of Directors

5.1 Board of Directors.

(a) In General. Except (i) for circumstances in which the delegation of such authority is not permitted as a matter of law or (ii) as otherwise provided herein, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed exclusively under the direction and control of, a board of directors (the "**Board"**), which shall consist of a number of individuals (each a "**Director"**) as determined in accordance with Section 5.1(b), each of whom need not be a Member nor a resident of the State of Delaware. No Director shall have the individual authority to bind the Company, unless the Board has expressly granted such authority to such Director.

(b) Board Composition. As of the Effective Date, the authorized number of Directors shall be established and maintained at seven (7) Directors. From and after the Effective Date and until the Full Vesting Date and the procurement of any required FCC approval, each Director shall be elected by a Majority-in-Interest of the Members. After the Full Vesting Date and the procurement of any required FCC approval, each Member shall vote all of his, her or its Common Units (and any other voting securities of the Company over which such Member has voting control) and shall take all other necessary or desirable actions within his, her or its control (whether in his, her or its capacity as a Member, Director, or officer of the Company or otherwise, and including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Company shall take all necessary or desirable actions within its control (including calling special Board meetings and meetings of the Members), so that and the following persons shall be elected to the Board: (i) two (2) representatives designated by a Majority-in-Interest of the Keystone

Investors (the "**Keystone Directors"**), with Robert C. Martin and Sarah Miller Coulson serving as the initial Keystone Directors, (ii) two (2) representatives designated by a Majority-in-Interest of the Limitless Investors (the "**Limitless Directors"**), with Shane Murphy and Jeff Mason serving as the initial Limitless Directors, provided, however, in the event Shane Murphy and/or Jeff Mason become an Economic Owner for any reason whatsoever, such individual shall no longer be entitled to serve as a Director and the size of the Board shall be reduced accordingly, and (iii) three (3) representatives designated by a Majority-in-Interest of the New Investors (the "**New Investor Directors**"), with Richard B. Worley, Peter Morse and Charlie Ryan serving as the initial New Investor Directors.

(c) Sub Boards and Committees. The composition of the governing board of any Subsidiaries (each a "**Sub Board"**) shall be proportionately equivalent to that of the Board. No committees shall be established by the Board or a Sub Board unless authorized pursuant to a unanimous written consent signed or electronically transmitted by all of the Directors on the Board at such time.

(d) Term of Office. The Directors shall serve until their resignation, death or removal (with or without Cause) in accordance with Section 5.1(f) below.

(e) Vacancies. From and after the Effective Date and until the later of the Full Vesting Date or obtaining any requisite FCC approval, any vacancies on the Board shall be elected by a Majority-in-Interest of the Members. Thereafter, in the event that (i) any Keystone Director for any reason ceases to serve as a Director on the Board or any Sub Board during his or her term of office, then the resulting vacancy on the Board or Sub Board shall be filled by a Majority-in-Interest of the Keystone Investors, (ii) any Limitless Director for any reason ceases to serve as a Director on the Board or any Sub Board during his or her term of office, then the resulting vacancy on the Board or Sub Board shall be filled by a Majority-in-Interest of the Limitless Investors, and (iii) any New Investor Director for any reason ceases to serve as a Director on the Board or any Sub Board during his or her term of office, then the resulting vacancy on the Board or Sub Board shall be filled by a Majority-in-Interest of the New Investors.

(f) Removal. Any Director may be removed from the Board or a Sub Board in the manner allowed by law and the Company's or such Subsidiary's Organizational Documents; provided, however, that any Director shall be removed, as appropriate to give effect to the provisions of Section 5.1(b) relating to changes to the Board composition upon the occurrence of certain events; provided, further, that from and after the time that Keystone, Limitless and New Investor Directors are appointed as set forth herein (i) with respect to any Keystone Director, such removal (whether with or without Cause) shall only be upon the written request of a Majority-in-Interest of the Keystone Investors and for no other reason, (ii) with respect to any Limitless Director, such removal (whether with or without Cause) shall only be upon the written request of a Majority-in-Interest of the Limitless Investors and for no other reason, and (iii) with respect to any New Investor Director, such removal (whether with or without Cause) shall only be upon the written request of a Majority-in-Interest of the New Investors and for no other reason. Notwithstanding the foregoing, if Cause exists for the removal of a Director from the Board or any Sub Board, then the Investor(s) entitled to designate and/or approve such Director shall promptly remove such Director and designate and/or approve his or her replacement as soon as practicable.

(g) Resignation. A Director may resign as such by delivering his or her written resignation to the Company at the Company's principal office addressed to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(h) Voting of Directors. Each Director shall be entitled to one vote on each matter submitted to the vote of the Board or in a written consent to take action without a meeting of the Board.

(i) Quorum and Required Vote. At any meeting of the Board, the presence in person or by proxy (if permitted by applicable law) of Directors possessing at least a majority of the votes in the aggregate shall constitute a quorum for the transaction of business; provided, however, that from and after the time that Keystone, Limitless and New Investor Directors are appointed as set forth herein (i) for so long as the Keystone Investors have the right to designate two (2) Directors to the Board, then at least one (1) Keystone Director must be present at any such Board meeting to constitute a quorum, (ii) for so long as the Limitless Investors have the right to designate two (2) Directors to the Board, then at least one (1) Limitless Director must be present at any such Board meeting to constitute a quorum, and (iii) for so long as the New Investors have the right to designate two (2) Directors to the Board, then at least one (1) New Investor Director must be present at any such Board meeting to constitute a quorum; provided, further, that if a quorum is not obtained with respect to the calling of two (2) consecutive meetings and with respect to which the Directors had received notice in advance of the meeting as provided in Sections 5.1(m) and 5.1(n) below, then the presence of a majority of the Directors at the next meeting duly called hereunder shall constitute a quorum for the transaction of business. Except as otherwise required by law or provided in this Agreement, at any meeting of the Board at which a quorum is present, Directors possessing a majority of the votes in the aggregate present at the meeting in person or by proxy (if permitted by applicable law), excluding from the votes present for such purposes any abstentions or recusals, may take action on behalf of the Board.

(j) Action by Written Consent. Except as otherwise required by law or provided in this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting and without a vote if a written consent thereto setting forth the action to be taken is signed or electronically transmitted by a majority of the Directors and such writings or electronic transmissions are filed with the records of the meetings of the Board, with a copy thereof to be given to those Directors who did not consent in writing to the action; provided, however, that from and after the time that Keystone, Limitless and New Investor Directors are appointed as set forth herein (i) for so long as the Keystone Investors have the right to designate a Director to the Board, then at least one (1) Keystone Director must sign or electronically transmit any such written consent, (ii) for so long as the Limitless Investors have the right to designate a Director to the Board, then at least one (1) Limitless Director must sign or electronically transmit any such written consent, and (iii) for so long as the New Investors have the right to designate a Director to the Board, then at least one (1) New Investor Director must sign or electronically transmit any such written consent. Any such consent shall have the same force and effect as if action had been taken by means of a vote of the Board at a meeting thereof.

(k) Compensation. The Directors shall serve in such capacity without compensation from the Company. The Directors shall be entitled to reimbursements of any reasonable and documented out-of-pocket costs incurred in connection with their activities as Directors, including, but not limited to, any reasonable travel expenses incurred by each Director in connection with attending the meetings of the Board, any Sub Board or any committee thereof; provided, however, that only coach airline tickets will be reimbursed by the Company unless otherwise agreed to by the Board.

(l) Place of Board Meetings. Meetings of the Board shall be held at the principal place of business of the Company or at any other place in or outside of the United States as shall be specified or fixed in the notices or waivers of notice thereof; provided that a Director may participate in a meeting of the Board by means of telephone or similar communications equipment, so long as all of the Directors participating in the meeting can hear and speak to each other at the same time. Such participation shall constitute presence in person at the meeting.

(m) Calling of Board Meetings. Regular meetings of the Board shall take place not less often than quarterly at such place, date and time as the Chairman shall determine. Special meetings of the Board may be called at the direction of any two (2) Directors on at least twenty-four (24) hours' prior written notice to the other Managers, which notice shall state the purpose or purposes for which such meeting is being called and may be delivered as a .pdf email attachment, at such place as the Chairman shall determine.

(n) Notice of Board Meetings. Except as otherwise required by law or provided in this Agreement, written notice of any meeting of the Board stating the place, date and time of the meeting and, in the case of a special meeting, the purpose thereof shall be given to each Director not less than five (5) nor more than sixty (60) days before the meeting date, except that a special meeting may be called on not less than twenty-four (24) hours notice. Notice of any meeting of the Board may be given to each Director in person or by telephone, or sent by overnight courier, electronic transmission, facsimile or telegram to such Director's primary business or home.

(o) Waiver of Notice. Any Director, either before or after any Board meeting, may waive in writing notice of the meeting, and such waiver shall be deemed the equivalent of the Company having given notice. Attendance at a meeting by a Director shall constitute a waiver of notice, except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(p) Proxies. To the fullest extent permitted by applicable law, a Director may authorize another Person or Persons to act for such Director by proxy authorized by an instrument in writing or by an electronic transmission permitted by law and filed in accordance with the procedure established for such meeting or action.

(q) Chairman. The Board shall elect a non-executive chairman (the "**Chairman"**) who shall preside at all meetings of the Board. If the Chairman shall be absent, a temporary chairman chosen by the Board present at such meeting shall preside. The Chairman

shall not have any executive authority, but instead the role will be limited to presiding over Board meetings.

(r) Observers. The Board may from time to time provide for one or more Observers to participate in a non-voting capacity at meetings of the Board as determined by the Board. Each Observer shall be entitled to the rights, privileges and protections otherwise provided to Directors in this **Article V**, including in respect of limitations on liability, indemnification and the like. Notwithstanding the foregoing, any Observer may be excluded from access to only such portion of any Board or Sub Board meetings or the portion of material relating thereto if the applicable Board or Sub Board reasonably determines, in good faith, that such access would result in a material conflict of interest due to the relationship between the Company or applicable Subsidiary, as the case may be, and such Observer or, upon advice of counsel to the Board, such exclusion is reasonably necessary to preserve the attorney-client privilege or other legal privilege so long as, in each case, such Observer is notified of such determination (it being understood and agreed that, subject to the foregoing, the Company or such applicable Subsidiary will take reasonable steps to minimize any such exclusions).

5.2 Authority of the Board.

(a) The business and affairs of the Company shall be managed by or under the direction of the Board. The power to act for and bind the Company shall be vested exclusively in the Board and not in any individual Director, subject to the authority of the Board to delegate powers and duties to a committee thereof or to the Officers. Notwithstanding the foregoing, the Board and the Company shall not effectuate a Sale of the Company without obtaining the consent of a Majority-in-Interest of the Members.

(b) The provisions contained in Section 5.1 and this Section 5.2 supersede any authority granted to the Members pursuant to the Act, to the extent so permitted under the Act. Unless a Member is also a Director or an Officer, no Member shall have any power or authority to take any action on behalf of the Company or bind the Company unless specifically authorized to do so by the Board. Any Member who takes any action on behalf of the Company or binds the Company in violation of this Section 5.2 shall be solely responsible for any loss and expense incurred as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to any such loss or expense.

5.3 Right to Engage in Other Activities. Subject to any other written agreements with the Company or any Subsidiary of the Company or between or among any Members, to which a Person may be a party or otherwise subject, each Member and Director, at any time and from time to time, may engage in and own interests in other business ventures of any type and description, independently or with others. As a material part of the consideration for this Agreement and the transactions entered into hereunder and under the Transaction Documents, except as otherwise provided in any other written agreements with the Company or any Subsidiary of the Company or between or among any Members, the Members and the Company hereby (a) consent to and approve the right for any Member to engage in and own interests in such other business ventures, (b) agree that no Member or its Affiliates shall have any obligation to permit the other Members or the Company to participate in any such activities and (c) waive any claim based upon the corporate opportunity doctrine or any alleged unfairness to the

Company; provided, however, that, notwithstanding anything to the contrary in the foregoing, no Member will, or permit any of his, her or its respective Affiliates to, engage or participate in, directly or indirectly, individually or as a security holder, director, officer, employee, partner, consultant, or agent of any other Person, the business of a Competitor; provided, further, however, that the foregoing proviso shall not apply (A) to any engagement or participation in the business of a Competitor by a Member so long as neither such Member nor any of its Affiliates (x) owns more than a five percent (5%) economic stake in such Competitor, (y) is a member of or an observer to any board of directors, or similar governing body or committee thereof, of such Competitor or any of its Affiliates or (z) is otherwise an officer, employee, or consultant, to or of such Competitor or any of its Affiliates, (B) if any investment in a publicly held Competitor is made on behalf of any Member or Affiliate of such Member by an unaffiliated third party investment manager with discretionary authority and without direction from such Member, or is made by an investment fund or other pooled investment vehicle in which such Member or an Affiliate of such Member has invested that is managed by an unaffiliated third party investment manager that takes no direction from such Member, (C) to any investment in a publicly held Competitor in connection with the investment activities of the Affiliates of any Member which are institutional equity funds or (D) to any activities of PC Management, Inc. and its Affiliates which the Members acknowledge has been conducting business prior to the formation of the Company.

5.4 Transactions Between the Company and the Members. Notwithstanding that it may constitute a conflict of interest, the Members and the members of the Board and their respective Affiliates may engage in any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service or the establishment of any salary, other compensation or other terms of employment) with the Company and/or one or more of its Subsidiaries so long as such transaction is, as reasonably determined by the Board in good faith, (a) on arm's-length, commercially reasonable terms; provided that such commercially reasonable terms are (i) no less favorable to the Company than those generally being provided to or available from unrelated third parties and (ii) fair and reasonable to the Company, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Company), and (b) approved by the Board in accordance with this Agreement and consented to as necessary under Section 6.7.

5.5 Limitation of Liability.

(a) Except as otherwise provided herein or in any agreement entered into by such Person and the Company, and to the maximum extent permitted by the Act, no present or former Director or any of such Director's Affiliates, agents or representatives shall be liable to the Company or to any Member for any act or omission performed or omitted by such Person in its capacity as a Director; provided that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's willful misconduct, gross negligence, bad faith or knowing violation of law (including the Act) or for any present or future breaches of any representations, warranties or covenants by such Director or such Director’s Affiliates contained herein or in any other agreements with the Company. The Board and its members may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its Affiliates, agents or representatives, and the Board shall not be responsible for any misconduct or

negligence on the part of any such Person appointed by the Board (so long as such Person was selected in good faith and with reasonable care). The Board shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Board in good faith reliance on such advice shall in no event subject any Director or any of his or her Affiliates, agents or representatives to liability to the Company or any Member.

(b) Whenever in this Agreement or any other agreement contemplated herein, the Board is permitted or required to take any action, the Board and its members shall be entitled to consider such interests and factors as they desire (including the interests of any Director as a Member); provided that the Board shall act in good faith.

(c) Whenever in this Agreement the Board is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, the Board shall act under such express standard and, to the extent permitted by applicable law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Board acts in good faith or such other express standard required, the resolution, action or terms so made, taken or provided by the Board shall not constitute a breach of this Agreement or any other agreement contemplated herein or impose liability upon the Board or any of its Affiliates, employees, agents or representatives.

(d) Each Director shall owe the Members fiduciary duties comparable to those that a director of a corporation organized under the General Corporation Law of the State of Delaware would owe its stockholders under applicable Delaware law.

(e) Except as otherwise required by law or the provisions of this Agreement, the Company shall indemnify its present and former Directors (and his or her heirs, executors and personal and legal representatives) against any losses, liabilities, damages or expenses (including amounts owed for attorneys' fees, judgments and settlements in connection with any threatened, pending or completed action, suit or proceeding) to which any of such Persons may directly or indirectly become subject for action taken or omitted to be taken on behalf of the Company or in connection with any involvement with the Company or its Subsidiaries (including serving as a manager, Officer, director, consultant or employee of the Company or its Subsidiaries), unless such losses, liabilities, damages or expenses are caused by such Person's gross negligence, willful misconduct or bad faith; provided, however, that, except for proceedings to enforce rights to indemnification, the Company shall not be obligated to indemnify any Director (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized or consented to by the Board. The right to indemnification conferred by this Section 5.5(e) shall include the right to be paid by the Company the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Company of an undertaking by or on behalf of the Director receiving advancement to repay the amount advanced if it shall ultimately be determined that such Director is not entitled to be indemnified by the Company under this Section 5.5(e).

5.6 Indemnification of Officers. The Company, at the direction of the Board, may indemnify and advance expenses to an Officer, employee or agent of the Company or any Subsidiary to the same extent and subject to the same conditions under which it shall indemnify and advance expenses under Section 5.5(e).

5.7 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this **Article V** shall not be exclusive of any other right that a Member or Director, or other Person indemnified pursuant to this **Article V** may have or hereafter acquire under any contract, law (common or statutory) or provision of this Agreement.

5.8 Insurance. The Company or one or more of the Subsidiaries shall obtain and maintain, at its expense, insurance to protect itself and any Member, Director, Officer or agent of the Company or any Subsidiary who is or was serving at the request of the Company or any Subsidiary as a manager, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this **Article V**. The Company shall use its best efforts to cause its insurance providers, if any, to satisfy any claims under this **Article V** to the fullest extent of the coverage provided, notwithstanding any other indemnities or insurance available to any Director from any other source.

5.9 Savings Clause. If this **Article V** or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Person indemnified pursuant to this **Article V** as to costs, charges and expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement with respect to any Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this **Article V** that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.10 Officers. The officers of the Company shall consist of Jeff Mason, Chief Executive Officer (“CEO”) and Chief Financial Officer who shall report directly to the Board and shall have such duties, responsibilities and additional titles as the Board may determine from time to time, and such other officers (with such duties) as the Board may determine who shall report directly to the CEO (the **"Officers"**). All of the Officers of the Company shall be elected annually by the Board. An Officer shall remain an officer of the Company unless and until such Officer's successor is elected and qualified, removed by the Board (with or without cause) or such Officer's resignation, death or incapacity, subject to employment agreements and employment manuals. The Officers shall be responsible for the day-to-day management and operations of the Company and shall have such duties and the powers as determined by the Board. Designation of an Officer shall not, of itself, create any contractual or employment rights.

Article VI
Members

6.1 No Control of the Company; Other Limitations. Unless a Member is also a Director or an Officer, a Member shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, all such powers being vested solely and exclusively in the Board.

6.2 Liability.

(a) Except as otherwise required by the Act, a Member, as such, shall not be personally liable for any of the debts, liabilities, contracts or any other obligations of the Company.

(b) Except as otherwise provided herein or in any agreement entered into by such Person and the Company, and to the maximum extent permitted by the Act, no present or former Member or any of such Member's Affiliates, employees, agents or representatives shall be liable to the Company or to any other Unit Holder for any act or omission performed or omitted by such Person in its capacity as a Member.

6.3 Incapacity or Dissolution. The death, incapacity, dissolution or bankruptcy of a Member, or the Transfer of all of his, her or its interest in the Company to anyone that is not a Member, shall not cause a dissolution of the Company, but the rights of such Member to share in the Profits and Losses of the Company, to receive distributions of Company funds and to assign an interest pursuant to **Article VII** hereof shall, on the happening of such an event, devolve on his or its successor-in-interest, if any, and the Company shall continue as a limited liability company under the Act.

6.4 Members' Meetings. Meetings of the Members for the transaction of such business as may properly be brought before the meeting shall be held on such dates and at such times as may be determined by the Board. Except as required by non-waivable provisions of applicable law, the Board shall not be required to convene any meetings of the Members.

(a) Place of Members' Meetings. All meetings of the Members shall be held at the principal place of business of the Company or at any other place in the United States as shall be specified or fixed in the notices or waivers of notice thereof; provided that a Member may participate in a meeting of the Members by means of telephone or similar communications equipment, so long as all of the Members participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

(b) Notice of Members' Meeting. Except as otherwise required by law or provided in this Agreement, written notice of any meeting of Members stating the place, date and hour of the meeting and the purpose for which the meeting is called, shall be given to each Member entitled to vote at such meeting not less than five (5) nor more than sixty (60) days before the meeting date, by or at the direction of the Board; provided that in the event of exigent circumstances, a Member meeting may be called by the Board or any Investor, so long as such Investor holds not less than five percent (5%) of the outstanding Common Units (calculated on a Common Equivalent Basis), on not less than 48-hours' prior notice.

(c) Waiver of Notice. Any Member, either before or after any Members' meeting, may waive in writing notice of the meeting, and such waiver shall be deemed the equivalent of giving notice. Attendance at a meeting by a Member shall constitute a waiver of notice, except when the Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(d) Proxies. To the fullest extent permitted by law, a Member entitled to vote at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another Person or Persons to act for such Member by proxy authorized by an instrument in writing or by an electronic transmission permitted by law and filed in accordance with the procedure established for such meeting or action.

(e) Members' Voting Rights. Each Member shall be entitled to one vote for each Common Unit held of record by such Member as of the corresponding record date. The Members shall not be entitled to cumulative voting.

(f) Quorum and Required Vote. Except as otherwise required by law or as provided in this Agreement, at any meeting of the Members, the presence of the Members holding a majority of the Common Units, in person or by proxy, shall constitute a quorum for the transaction of business. Except as otherwise required by law or provided in this Agreement, at any meeting of the Members at which a quorum is present, the affirmative vote of the Members holding a majority of the Common Units that are present at the meeting in person or by proxy and entitled to vote on the subject matter shall be the act of the Members.

(g) Action by Written Consent. Except as otherwise provided by law, any action required or permitted to be taken at a Members' meeting may be taken without a meeting and without a vote if a written consent is signed or electronically transmitted by a Majority in Interest of the Members, including all of the Investors, and such writings or electronic transmissions are filed with the records of the meetings of the Board. Notice of any action taken without a meeting shall be given to all Members promptly following the taking thereof. Any such action taken shall have the same force and effect as if action had been taken by the Members at a meeting thereof.

(h) Record Date. The date on which notice of a meeting of Members is sent shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting (including any adjournment thereof). The record date for determining the Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company.

6.5 Duties of the Parties. Except as otherwise provided in any other agreement between a Member and the Company, nothing herein shall be deemed to restrict in any way the rights of any Member, any Affiliate of any Member, or any member or shareholder of any Member or each of their respective Affiliates to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity. The organization of the Company shall be without prejudice

to their respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Except as otherwise provided in any other agreement between a Member and the Company, no Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company or any Member even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner, member, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity. Each Member hereby waives any rights the Member or its Affiliates might otherwise have to share or participate in such other interests or activities of any other Member, the Member's Affiliates, or any member or shareholder of any Member or each of their respective Affiliates.

6.6 Confidentiality. Each Member recognizes and acknowledges that it has and may in the future receive Confidential Information. Except as otherwise agreed to by the Board, each Member (on behalf of itself and, to the extent that such Member would be responsible for the acts of the following persons under principles of agency law, its directors, officers, shareholders, partners, employees, agents, managers and members) agrees that it will not, during or after the term of this Agreement, whether directly or indirectly through an Affiliate or otherwise, disclose any Confidential Information to any Person for any reason or purpose whatsoever, except (a) to authorized directors, officers, representatives, agents and employees of the Company or its Subsidiaries and as otherwise may be proper in the course of performing such Member's obligations, or enforcing such Member's rights, under this Agreement and the agreements expressly contemplated hereby; (b) to such Member's (or any of its Affiliates') Affiliates, auditors, attorneys or other agents; (c) to any investor in the equity or assets of such Member or its Affiliates in the ordinary course of such Member’s or Affiliates’ business; provided that (x) such Confidential Information disclosed to such investors shall, unless otherwise consented to by the Board, be limited to customary financial information of the Company and its Subsidiaries in reports to the equity owners of such Member in the ordinary course of business of such Member and (y) such investors have been advised of the confidential nature of the Confidential Information and/or have agreed to be subject to confidentiality requirements similar to this Section 6.6, or (d) to any bona fide prospective purchaser of the equity or assets of such Member or its Affiliates or the Units held by such Member, or prospective merger partner of such Member or its Affiliates, provided that such purchaser or merger partner agrees to be bound by the provisions of this Section 6.6; or (d) as is required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation, provided that, to the extent permitted by law, the Member required to make such disclosure shall provide to the Board prompt notice of such disclosure.

6.7 Restrictions on Related Party Transactions. Notwithstanding anything to the contrary in this Agreement, the Board will not approve or authorize the Company to take or engage in, nor permit any Subsidiary to enter into, amend, modify or supplement any material agreement, transaction, commitment or arrangement with any Related Party or waive any material rights of the Company and/or any of its Subsidiaries or fail to exercise a remedy of the Company and/or any of its Subsidiaries with respect to any such agreement(s), transaction(s), commitment(s) or arrangement(s), except for customary employment arrangements (but not

employment agreements) and benefit programs, in each case, unless such agreement(s), transaction(s), commitment(s) or arrangement(s) is or are determined by the Board in good faith to be on arm's-length, commercially reasonable terms; provided that such commercially reasonable terms are no less favorable to the Company than those generally being provided to or available from unrelated third parties.

Article VII
Certificates; Transfer of Units

7.1 Certificates. The Company may issue certificates representing Units or other equity interests in the Company (the "**Certificates**") in the Board's sole discretion, and shall so issue such Certificates to any Investor upon request. The Certificates shall be in such form as shall be determined by the Board and shall be signed on behalf of the Company by an officer of the Company authorized to do so by the Board. The Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom a Certificate is issued, with the Capital Contribution and the date of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Certificate, a replacement may be issued upon such terms and indemnity to the Company as the Board or the Company's counsel may prescribe.

7.2 Legends. Certificates, if any, representing Units or other equity interests that are issued to any Unit Holder shall bear a legend in substantially the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH OR PURSUANT TO AN EXEMPTION THEREFROM. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AS SET FORTH IN AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, A COPY OF WHICH WILL BE FURNISHED BY LIMITLESS MOBILE HOLDINGS, LLC TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

7.3 Transfers.

(a) Any Member may Transfer all or any portion of his, her or its Units (or any other equity interests in the Company issued after the Effective Date), upon not less than ten (10) business days prior written notice to the Board, to (i) a Permitted Transferee, (ii) subject to compliance with this Section 7.3 and Sections 7.4, 7.5, and 7.6, any other Person provided that neither such Person nor any of his, her or its Affiliates is a Competitor, or (iii) subject to compliance with this Section 7.3 and Sections 7.4 and 7.5 and 7.6, and after having obtained the prior written consent of the Board, which consent may be given or withheld in the Board's sole discretion, to a Competitor; and (iv) in any case, obtaining any required FCC approval.

Notwithstanding anything to the contrary in this Agreement, no Member or any of its Affiliates may affect a Transfer of all or any portion of his, her or its Units (or any other equity interests in the Company issued after the Effective Date) by means of a direct or indirect Transfer of the equity interests in such Member or any of its Affiliates without complying with all of the provisions of this Section 7.3 and Sections 7.4, 7.5 and 7.6.

(b) In addition to the other requirements of this Section 7.3, unless waived by the Board, no Transfer of all or any portion of Units (or any other equity interests in the Company issued after the Effective Date) shall be made unless the following conditions are met:

(i) the Transfer will not violate registration requirements under any Federal or state securities laws;

(ii) the transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement and assume all obligations of the transferor under this Agreement with respect to the Units (or any other equity interests in the Company issued after the Effective Date) being Transferred (a "**Joinder"**);

(iii) the Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

(iv) the Transfer will not cause the Company to be treated as a "publicly traded partnership" within the meaning of the Code and Regulations; and

(v) the Transfer will not cause the Company to be required to register with the Securities and Exchange Commission any class or series of equity securities pursuant to the Securities Exchange Act of 1934, as amended.

(c) No transferee of a Member's Unit (or any other equity interests in the Company issued after the Effective Date) shall become a Substituted Member unless such Transfer has been made in compliance with Sections 7.3(a) and 7.3(b).

(d) Each Member hereby acknowledges the reasonableness of the conditions contained in this Section 7.3 in view of the purposes of the Company and the relationship of the Members. Any Person to whom Units (or any other equity interests in the Company issued after the Effective Date) are attempted to be transferred in violation of this Section 7.3 shall (i) not be entitled to vote on matters coming before the Members, participate in the management of the Company (including as Director or any right to designate, approve or vote for the election of any Director), act as an officer, employee or agent of the Company, receive distributions (including any Tax Distributions) from the Company or have any other rights in or with respect to the Units (or any other equity interests in the Company issued after the Effective Date), and (ii) instead be treated solely as an Economic Owner for all purposes in this Agreement.

7.4 Right of First Offer.

(a) If, at any time and from time to time, any Member (a "**Selling Investor"**) determines to Transfer any or all of its Units in accordance with Section 7.3 (a "**Proposed Sale"**), such Selling Investor shall give prompt written notice of such Proposed Sale to the Board

and each Investor (each such Investor (other than the Selling Investor), a "**Buying Investor"**), which notice (for purposes of this Section 7.4, the "**Proposed Sale Notice"**) shall (i) identify the class and number of Units which such Selling Investor desires to sell (such Units, the "**ROFO Securities"**), and (ii) offer such Buying Investors the right to purchase all of such ROFO Securities.

(b) Each such Buying Investor shall have thirty (30) days from the date of transmittal of such Proposed Sale Notice (the "**Notice Period"**) in which to offer to purchase all of the ROFO Securities covered by such Proposed Sale Notice (such an election, a "**ROFO Offer"**), which ROFO Offer shall constitute an irrevocable offer to purchase all of the ROFO Shares specified by such ROFO Offer on terms and conditions set forth in such ROFO Offer subject only to the negotiation of customary transaction documents reasonably satisfactory to the Selling Investor and the Buying Investor.

(c) Upon receipt of one or more timely ROFO Offers, the Selling Investor shall have the right, in his, her or its sole discretion, to accept the most favorable ROFO Offer by delivering written notice of such election within fifteen (15) days following the expiration of the 30-day period described in Section 7.4(b) above to the Board and each Buying Investor. If the Selling Investor accepts a ROFO Offer, the applicable Buying Investor (the "**Winning Buying Investor"**) shall close (the "**ROFO Closing"**) on the purchase of the ROFO Securities to be purchased by such Winning Buying Investor on a date specified by the Board, which date shall not be later than sixty (60) days from the date of the ROFO Offer (the "**ROFO Securities Closing Date"**). At the ROFO Closing, (i) the Selling Investor shall (A) endorse and deliver to the Company any certificates (but only if certificates representing ROFO Securities have been issued) representing the ROFO Securities held by such Selling Investor for cancellation by the Company, (B) execute and deliver any other instruments requested by the Board to evidence the Transfer of the ROFO Securities to the Winning Buying Investor and (C) execute and deliver a transfer agreement in a form reasonably acceptable to Company (a "**Transfer Agreement"**), and (ii) the Winning Buying Investor shall purchase the ROFO Securities by delivering a certified bank check or checks in the appropriate amount (or by wire transfer of immediately available funds, if the Selling Investor provides wire transfer instructions) to the Selling Investor.

(d) If the Selling Investor does not elect to accept any of the ROFO Offers, the Selling Investor may, subject to Sections 7.3(b) and 7.5, during the one hundred twenty (120) days immediately following the end of the Notice Period, sell not less than all of the ROFO Securities at a per Unit purchase price for each class of Unit comprising the ROFO Securities not less than 110% of the highest purchase price specified in, and on terms and conditions no less favorable to the Selling Investor than, any timely ROFO Offer. Promptly after such sale, the Selling Investor shall notify the Board of the consummation thereof and shall furnish such evidence of the completion and time of completion of such sale and of the terms thereof as may be reasonably requested by the Board. If, at the end of such 120-day period, the Selling Investor has not completed the sale of all of the ROFO Securities, all of the restrictions on Transfer contained in this Agreement shall again be in effect with respect to such ROFO Securities. Each of the Selling Investor and the Buying Investors will bear his, her or its own costs of any sale of Units pursuant to this Section 7.4.

7.5 Co-Sale Option of Members. In the event a Member (a "**Transferring Member"**) proposes to Transfer all or any portion of his, her or its Units in response to a bona fide offer for cash (a "**Transaction Offer"**) from a Person that is not a Permitted Transferee of such Transferring Member (the "**Offeror"**), and such Transfer is not a Sale of the Company (with respect to which Section 7.6(a) shall apply), such Transferring Member may do so only pursuant to and in accordance with the following provisions of this Section 7.5.

(a) The Transferring Member shall cause the Transaction Offer and all of the material terms thereof to be reduced to writing and shall promptly notify the Board and each of the Members of such Transferring Member's desire to effect the Transaction Offer and otherwise comply with the provisions of this Section 7.5 (such notice, the "**Offer Notice"**). The Transferring Member's Offer Notice shall constitute an irrevocable offer to each Member of his, her or its right (the "**Co-Sale Option"**) to participate in the Transaction Offer on a pro rata basis with the Transferring Member, at a purchase price equal to the price contained in, and on the same terms and conditions of (together, the "**Co-Sale Securities"**)), the Transaction Offer. The Offer Notice shall be accompanied by a true copy of the Transaction Offer (which shall identify the Offeror and all relevant information in connection therewith).

(b) Each Member (each, a "**Co-Selling Member"**) shall have the right to exercise its Co-Sale Option and participate in the Transaction Offer by giving written notice (the "**Acceptance Notice"**) to the Transferring Member within twenty (20) days (the "**Investor Option Period"**) of receipt of the Offer Notice. A failure by any Member to timely deliver an Acceptance Notice to the Transferring Member shall be deemed an election by such Member to not accept the Co-Sale Option. Each Acceptance Notice shall indicate the maximum number of Co-Sale Securities of each class of Units such Co-Selling Member wishes to sell, including the number of Co-Sale Securities of each class of Units he, she or it would sell if one or more other Co-Selling Members or other Persons do not elect to participate in the sale on the terms and conditions stated in the Offer Notice. To the extent any Co-Selling Member exercises its Co-Sale Option in accordance with this Section 7.5, the number of Co-Sale Securities of each class of Units that the Transferring Member may Transfer in the Transaction Offer shall be correspondingly reduced.

(c) Each Co-Selling Member shall have the right to sell a portion of his, her or its Co-Sale Securities pursuant to the Transaction Offer which is equal to or less than the product obtained by multiplying (i) the total number of Co-Sale Securities of each class of Units subject to the Transaction Offer and available for sale to the Offeror by (ii) a fraction, the numerator of which is the total number of Co-Sale Securities of the applicable class of Units owned by such Co-Selling Member on the date of the Offer Notice and the denominator of which is the total number of Co-Sale Securities of the applicable class of Units then held as the date of the Offer Notice by all Co-Selling Members, the Transferring Member and any other Person who is participating as a seller in such transaction. To the extent any Co-Selling Member elects not to sell, or fails to exercise his, her or its rights to sell, the full amount of such Co-Sale Securities which he, she or it is entitled to sell pursuant to this Section 7.5, the right of the Co-Selling Members who have elected to sell Co-Sale Securities shall be increased proportionately based on their relative holdings (as among all participating Co-Selling Members) and such other participating Co-Selling Members shall have an additional five (5) business days from the date

upon which they are notified of such election or failure to exercise in which to increase the number of Co-Sale Securities to be sold by them hereunder.

(d) Within ten (10) business days after the expiration of the Investor Option Period, the Transferring Member shall notify each participating Co-Selling Member of the number of Co-Sale Securities of each class of Units held by such Co-Selling Member that will be included in the sale and the date on which the Transaction Offer will be consummated, which shall be no later than the later of (i) ninety (90) days after the expiration of the Investor Option Period and (ii) the satisfaction of any governmental approval or filing requirements, if any.

(e) Each participating Co-Selling Member may effect its participation in any Transaction Offer hereunder by delivery to the Offeror, or to the Transferring Member for delivery to the Offeror, of one or more instruments or certificates, properly endorsed for transfer, representing the Co-Sale Securities he, she or it elects to sell therein, provided, that (i) no Co-Selling Member shall be required to make any representations or warranties other than with respect to title to the Co-Sale Securities being conveyed by such Co-Selling Member, the authority to sell such Co-Sale Securities and that such sale will not contravene any legal or contractual obligation applicable to such Co-Selling Member, (ii) any indemnification obligation of such Co-Selling Member with respect to the representations, warranties and covenants of the Company and its Subsidiaries shall not exceed the lesser of (A) the value of the net proceeds received by such Member in such transaction and (B) such Member's pro rata share (based on the consideration received by the Transferring Member and each Co-Selling Member participating in such transaction) of the aggregate indemnification obligations of the Co-Selling Members and the Transferring Member, as set forth in the purchase agreement with the Offeror, and (iii) no Co-Selling Member shall be required to enter into any (A) non-compete covenant unless such non-compete covenant is limited in duration to less than 2 years and is no more restrictive than the covenant contained in Section 5.3 or (b) non-solicitation covenant unless such non-solicitation covenant is otherwise subject to customary carve-outs for general advertising and hiring in respect thereof. At the closing of the Transaction Offer, the Offeror shall remit directly to each Co-Selling Member that portion of the sale proceeds to which such Co-Selling Member is entitled by reason of its participation therein. Without limiting the foregoing, no Co-Sale Securities may be purchased by the Offeror from the Transferring Member or any of its, his or Permitted Transferees unless the Offeror simultaneously purchases from the participating Co-Selling Members all of the Co-Sale Securities that they have elected to sell pursuant to this Section 7.5, unless the failure of or refusal by such Offeror to consummate the Transaction Offer is due to such Co-Selling Member's failure to deliver such Co-Sale Securities or provide to the Offeror representations and warranties with respect to such Co-Selling Member's title to such Co-Sale Securities, the authority to sell such Co-Sale Securities and that such sale will not contravene any legal or contractual obligation applicable to such Co-Selling Member (but only if the Transferring Member and each other Co-Selling Member is required to make such representations and warranties as well), or otherwise satisfy its, his or her obligations hereunder.

(f) Any Co-Sale Securities held by a Transferring Member which are the subject of the Transaction Offer that the Transferring Member desires to sell following compliance with this Section 7.5 may be sold to the Offeror only during the period specified in Section 7.5(d) and only on terms no more favorable to the Transferring Member than those contained in the Co-Sale Offer Notice. Promptly after such sale, the Transferring Member shall

notify the Co-Selling Members of the consummation thereof and shall furnish such evidence of the completion and time of completion of such sale and of the terms thereof as may reasonably be requested by a majority in interest of the Co-Selling Investors. At the closing, the Offeror shall execute and deliver to the Company a Joinder and become a party hereto as a "Member." In the event that the Transaction Offer is not consummated within the period required by this Section 7.5, the Transaction Offer shall be deemed to lapse, and any Transfers of Co-Sale Securities pursuant to such Transaction Offer shall be deemed to be in violation of the provisions of this Agreement unless the Transferring Member once again complies with the provisions of this Section 7.5 hereof with respect to such Transaction Offer.

7.6 Drag-Along Rights. If at any time the Board elects to consummate a Sale of the Company to any Independent Third Party in a *bona fide* arm's-length transaction and such transaction is approved by a Majority-in-Interest of the Members as set forth herein (a "**Drag Along Sale**"), the Board shall notify all of the Unit Holders in writing setting forth in reasonable detail the terms and conditions of such Drag Along Sale and each Unit Holder shall, upon the written request of the Board, consent to and raise no objections to the proposed Drag Along Sale, and take all other actions reasonably necessary or desirable to cause the consummation of such Drag Along Sale; provided that, if a Drag Along Sale is structured such that any Member is given the option to transfer less than all of the Units owned by such Member (any such Member, a "**Rollover Member**"), then each Member shall have the right, but not the obligation, to transfer the same percentage of Units of each class held by such Member as is being transferred by such Rollover Member. Subject to the immediately preceding sentence, if the Drag Along Sale is structured as (i) a merger or consolidation, each Unit Holder will waive any dissenter's rights, appraisal rights or similar rights in connection with such merger or consolidation or (ii) sale of Units (including by recapitalization, consolidation, reorganization, combination or otherwise), each Unit Holder will agree to sell all of its Units (and rights to acquire any Units) on the terms and conditions approved by the Board. The obligations of the Unit Holders pursuant to this Section 7.6(a) with respect to a Drag Along Sale are subject to the following conditions: (x) the consideration payable upon consummation of such Drag Along Sale to all of the Unit Holders shall be allocated among the Unit Holders as set forth in Section 4.1(a), and (y) upon the consummation of the Drag Along Sale, all of the Unit Holders shall receive the same form of consideration per Unit of the same class or other equity interest. Each Unit Holder agrees to be bound by agreements with respect to indemnification or other obligations that the sellers of Units are required to provide in connection with a Drag Along Sale, amounts paid into escrow, amounts subject to holdbacks or amounts subject to post-closing purchase price adjustments, and agreements to appoint representatives; provided, however, that (1) any such indemnification, escrow, holdback and adjustment obligations undertaken by any Unit Holder (A) shall be several and not joint in proportion to such Unit Holder's Units in the Company determined on the basis of such Unit Holder's Pro Rata Share as of the time of such Drag Along Sale, and (B) shall not exceed the total amount of consideration received by such Unit Holder in connection with such Drag Along Sale (except with respect to representations and warranties relating solely to such Unit Holder, including title to any Units), and (2) no Member or any of his, her or its Affiliates shall be required to enter into (A) any non-compete covenant in excess of two (2) years in duration and outside the geographic scope of the Restricted Territory and is no more restrictive than the covenant contained in Section 5.3 or (B) any non-solicitation covenant unless such non-solicitation covenant is otherwise subject to customary carve-outs for general advertising and hiring in respect thereof.

7.7 Withdrawal of Members. No Member shall have the right to withdraw from the Company, except in the case of an Involuntary Withdrawal or Transfer of all of such Member's Units in accordance with the terms of this Agreement. Immediately upon the occurrence of an Involuntary Withdrawal, the successor(s) of the Member so withdrawing shall thereupon become Economic Owner(s) but shall not become Member(s).

7.8 No Appraisal Rights. No Unit Holder shall be entitled to any appraisal rights with respect to such Unit Holder's Units, whether individually or as part of any class or group of Unit Holder, in the event of a Sale of the Company.

Article VIII
Dissolution, Liquidation, and Termination of the Company

8.1 Events of Dissolution. The Company shall be dissolved upon the decision of the Board to liquidate or dissolve the Company.

8.2 Procedure for Winding Up and Dissolution.

(a) If the Company is dissolved, the Board shall wind up its affairs. On the winding up of the affairs of the Company, whether subsequent to a Sale of the Company or otherwise, the assets of the Company shall be distributed in the following order of priority:

(i) first, to pay the costs and expenses of the winding up, liquidation and termination of the Company;

(ii) second, to creditors of the Company, including any liabilities and obligations payable to the Members or Affiliates of the Members;

(iii) third, to establish reserves determined by the Board in good faith to be reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company;

(iv) fourth, to the New Investors in proportion to, and to the extent of their New Investor Unreturned Capital pro rata among such Members based upon the relative Pro Rata Share of each such Member;

(v) fifth, to the Keystone Investors and Limitless Investors in proportion to, and to the extent of their Keystone and Limitless Unreturned Capital pro rata among such Members based upon the relative Pro Rata Share of each such Member; and

(vi) Finally, to all Members in proportion to their relative Pro Rata Share.

provided, however, in the event that the winding up and dissolution is a result of a Roaming Liquidation Event, the assets of the Company shall be distributed in the following order of priority:

(i) first, to pay the costs and expenses of the winding up, liquidation and termination of the Company;

(ii) second, to creditors of the Company, including any liabilities and obligations payable to the Members or Affiliates of the Members;

(iii) third, to establish reserves determined by the Board in good faith to be reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company;

(iv) fourth, to the New Investors in proportion to, and to the extent of their New Investor Unreturned Capital pro rata among such Members based upon the relative Pro Rata Share of each such Member;

(v) fifth, to the Keystone Investors in proportion to, and to the extent of their Keystone Unreturned Capital pro rata among such Members based upon the relative Pro Rata Share of each such Member;

(vi) sixth, to the Limitless Investors in proportion to, and to the extent of their Limitless Unreturned Capital pro rata among such Members based upon the relative Pro Rata Share of each such Member; and

(vii) Finally, to all Members in proportion to their relative Pro Rata Share.

(b) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Regulations Section 1.704-1(b)(2)(ii)*(g)*, if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company and the deficit balance in such Member's Capital Account shall not be considered an asset of the Company or as a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(c) If any Member’s Capital Account is not equal to the amount to be distributed to such Member pursuant to Section 8.2, items of income, gain, loss and deduction for the fiscal year in which the Company is dissolved shall be allocated among the Members in such a manner as to cause, to the extent possible, each Member’s Capital Account to be equal to the amount to be distributed to such Member pursuant to Section 8.2.

8.3 Cancellation of Certificate. On completion of the distribution of Company assets as provided herein, the Company is terminated, and shall file a certificate of cancellation with the Secretary, cancel any other filings made pursuant to Section 2.1 and take such other actions as may be necessary to terminate the Company.

Article IX
Books, Records, Accounting, and Tax Elections

9.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Board shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

9.2 Books and Records.

(a) The Board shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, a copy of the Certificate of Formation of the Company and this Agreement and all amendments to the Certificate of Formation of the Company and this Agreement, a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's Federal, state or local tax returns.

(b) The books and records shall be kept on the cash or accrual method of accounting, as determined from time to time by the Board, and shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

(c) All matters concerning (i) the determination of the relative amount of allocations and distributions among the Members pursuant to **Articles III** and **IV** and (ii) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error.

9.3 Annual Accounting Period. The annual accounting period of the Company shall end on December 31. The Company's taxable year shall be selected by the Board, subject to the requirements and limitations of the Code.

9.4 Information Rights.

(a) Financial Information. The Company shall deliver to each Member: (i) annual audited financial statements of the Company and its Subsidiaries within 90 days after the end of the fiscal year in respect of which such statements were prepared, (ii) monthly unaudited financial statements of the Company and its Subsidiaries within 30 days after the end of the calendar month in respect of which such statements were prepared, (iii) a copy of the annual budget when and as such budget is completed, and (iv) such other financial data and information concerning the Company and its Subsidiaries as such Member shall reasonably request in writing from time to time.

(b) Tax Information. Within ninety (90) days after the end of each taxable year of the Company, the Board shall use its good faith efforts to cause to be sent to each Person who was a Unit Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Unit Holder's income tax returns for that year.

(c) Right of Inspection. The Company shall permit and shall cause each of its Subsidiaries to permit any representatives, advisors (including attorneys and accountants) or agents designated by any Member, upon reasonable notice and during normal business hours and at such Member's sole cost and expense, to (i) visit and inspect the properties of the Company and its Subsidiaries, (ii) examine the books and records of the Company and its Subsidiaries and (iii) consult with the officers, key employees and independent accountants of the Company and its Subsidiaries concerning the business of the Company and its Subsidiaries.

9.5 Tax Matters Partner; Tax Elections; Tax Returns. The Board shall designate the "tax matters partner" of the Company (the "**Tax Matters Member**") for purposes of, and in accordance with, Section 6231(a)(7) of the Code. The Tax Matters Member may be removed, and a new Tax Matters Member may be appointed by the Board in accordance with the Code and any applicable regulations promulgated under the Code. The Board may make any tax elections for the Company allowed under the Code, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. The Board may, in its reasonable discretion, make or revoke the election referred to in Section 754 of the Code.

9.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name or in the name of a Subsidiary.

Article X
General Provisions

10.1 Further Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Board deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

10.2 Notifications. Except as otherwise provided in this Agreement, any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "**notice**") required or permitted hereunder must be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, sent by facsimile or sent by recognized overnight delivery service. A notice must be addressed to a Member at the Member's last known address (or facsimile number) on the records of the Company. A notice to the Company must be addressed to the Company at the Company's principal office (or facsimile number). A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. A notice sent by facsimile will be deemed given on the

next business day after the date of such delivery so long as a copy also is sent by other means permitted hereunder. A notice sent by recognized overnight delivery service will be deemed given when received or refused. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

10.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party to this Agreement who may be injured (in addition to any other rights and remedies that may be available to such Person under this Agreement, any other agreement or under any law) shall be entitled to seek (without posting a bond or other security) one or more preliminary or permanent orders (a) restraining and enjoining any act which would constitute a breach or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

10.4 Amendment; Waivers. Except as expressly provided in this Section 10.4, this Agreement may be amended, modified or supplemented, and waivers of or consents to departures from the provisions hereof may be given, from time to time only by a written instrument approved by the Board and a Supermajority-in-Interest of the Members. Notwithstanding the foregoing, the Board shall have the right, without the consent of a Supermajority-in-Interest of the Members (but subject to the other terms and conditions of this Agreement), to amend this Agreement, including, without limitation, Exhibit A hereto, in such fashion as may be reasonably required to reflect any of the following transactions: (i) to reflect the issuance of Additional Securities and/or the admission of Additional Members in accordance with the terms of this Agreement (including pursuant to Section 3.2 and to reflect any corresponding modifications of the Members' Units, capital or other provisions of this Agreement as a result of any additional Capital Contributions pursuant to Section 3.2), or (ii) to make changes and additions necessary to reflect the terms of interests issued pursuant to Section 3.2. Notwithstanding anything to the contrary in this Section 10.4, no modification, amendment or waiver of any provision of this Agreement shall be effective as to any Member without the consent of such Member if such modification, amendment or waiver would (1) have an adverse effect on a Member that would be disproportionate to the effect thereof on any other Member, (2) reduce such Member's capital account balance, (3) require additional capital contributions from such Member, (4) increase such Member's proportional share of the liabilities of the Company, or (5) modify, amend or waive any provision of this Agreement which refers to such Member by name.

10.5 Submission to Jurisdiction; Waiver of Jury Trial.

(a) Submission to Jurisdiction. EACH OF THE PARTIES HERETO SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, AGREES THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND AGREES NOT TO BRING ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT IN ANY OTHER COURT.

EACH OF THE PARTIES WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. EACH PARTY AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR ANY OTHER PROCESS THAT MIGHT BE SERVED IN ANY ACTION OR PROCEEDING MAY BE MADE ON SUCH PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS OF THE PARTY AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 10.2. NOTHING IN THIS SECTION 10.5(a), HOWEVER, SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY IRREVOCABLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.5(b) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

10.6 GOVERNING LAW. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE EXHIBIT HERETO WILL BE GOVERNED BY THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF DELAWARE.

10.7 Notice to Members of Provisions. By executing this Agreement, each Member acknowledges that such Member has actual notice of (a) all of the provisions hereof (including the restrictions on Transfer set forth herein), and (b) all of the provisions of the Certificate of Formation of the Company.

10.8 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. Without limiting the generality of the immediately preceding sentence, no

amendment or other modification to any agreement, document, or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. The use of the words "or," "either," and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

10.9 Severability. Each provision hereof shall be considered separable. The invalidity or unenforceability of any provisions hereof in any jurisdiction shall not affect the validity, legality or enforceability of the remainder hereof in such jurisdiction or the validity, legality or enforceability hereof, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. If, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair or affect the other provisions herein.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

10.11 Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the non-prevailing party in addition to any other available remedy.

10.12 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

10.13 Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

10.14 Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or

instrument shall raise the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

10.15 Representations and Warranties. Each Member represents and warrants to the Company and the other Members that:

(a) such Member, if such Member is an entity, is duly formed, validly existing and in good standing in its jurisdiction of organization;

(b) each Member has full power and authority to enter into this Agreement and to perform the obligations of the Member hereunder; and

(c) It is acknowledged and agreed by each Member that sufficient financial and other information was given or made available to it and its owners in order to permit each of them to evaluate their investment as Members, and that they are aware that their Membership Interests have not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption from such registration requirements afforded by Section 4(2) thereof or any state securities act. Each Member represents that it is acquiring its interest in the Company for investment for its own account and not with a view to distribution or resale thereof.

10.16 Representation by Counsel. The parties hereto acknowledge that **[REDACTED]** has acted as counsel for the Company in the preparation of this Agreement, the Keystone Contribution Agreement and the Limitless Contribution Agreement and has previously acted as counsel for Keystone. Each party hereto acknowledges that it has been or has had an opportunity to be advised by independent legal counsel retained by such party in its sole discretion. Each party acknowledges that such party has had a full opportunity to review this Agreement and all related exhibits, schedules and ancillary agreements and to negotiate any and all such documents in its sole discretion, without any undue influence by any other party hereto or any third party.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Limitless Mobile Holdings, LLC as of the date first written above.

THE COMPANY:

LIMITLESS MOBILE HOLDINGS, LLC

By:_____
Name:_____
Its:_____

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Limitless Mobile Holdings, LLC as of the date first written above.

KEYSTONE INVESTORS:

_____
Robert C. Martin

_____
Linda C. Martin

MARTIN 2002 REVOCABLE TRUST

By:_____
Its: Trustee

_____
Richard B. Worley

_____
Sarah Miller Coulson

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Limitless Mobile Holdings, LLC as of the date first written above.

LIMITLESS INVESTORS:

_____
Shane Murphy

_____
Jeff Mason

_____
Edward James Croal

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement of Limitless Mobile Holdings, LLC as of the date first written above.

NEW INVESTORS:

_____
Richard B. Worley

_____
Peter Morse

_____
Sarah Miller Coulson

_____
Roy Neff

The Saint Davids Trust

By:_____
Charlie Ryan, Trustee

_____
Paul Miller

_____
Tom Bennett

_____
Steve Chulik

New Investor Signatures Continued

_____
Robert C. Martin

_____
Arden Armstrong

_____
John Broderick

_____
Leslie Anne Miller

Irrevocable Deed of Trust of Richard B. Worley For Richard G. Worley

By:_____
Trustee

By:_____
Trustee

New Investor Signatures Continued

EXECUTION COPY

Irrevocable Deed of Trust of Richard B. Worley For Elizabeth Mai Worley

By:_____
Trustee

By:_____
Trustee

_____
Mimi Drake

_____
Thomas Miller

EXECUTION COPY

EXHIBIT A

[REDACTED.

FIGURE 2 IN THE ACCOMPANYING PETITION SUMMARIZES AND UPDATES THE INFORMATION CONTAINED IN THIS EXHIBIT]

EXHIBIT B

Use of Proceeds of New Investor Capital Contribution

[REDACTED]