Codification:	§ 5-1-77-0-0-0-1, et seq.
Title:	Default Arbitration Service Provider Resolution
Promulgation Date:	Latest date of signature below (electronic voting)
Authority for Promulgation:	Próspera ZEDE ("PZ") Charter and Bylaws, as amended, §§1-3-36-0-0-0-3.05(4) and/or 3.09(8)

OPERATIVE TEXT OF PZ RULE/ACTION:

RESOLVED that the undersigned Technical Secretary promulgates with the prior approval of the trustees of the Próspera Council the following rule/action:
The attached Default Arbitration Service Provider Resolution.

ROLL CALL OF VOTES:

1.	**Approving Promulgation?**	Yes/Sí
By:		
Name: Tristan M. Monterroso	**Title: Technical Secretary/Council Trustee**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		
2.	**Approving Promulgation?**	Yes/Sí
By: Erick A. Brimen (Dec 31, 2019)		
Name: Erick A. Brimen	**Title: Council Secretary**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		
3.	**Approving Promulgation?**	Yes/Sí
By: Gabriel Delgado Ayau (Dec 26, 2019)		
Name: Gabriel Delgado Ayau	**Title: Council Trustee**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		

4.	**Approving Promulgation?**	Yes/Sí
By: oliver porter (Dec 27, 2019)		
Name: Oliver Porter	**Title: Council Trustee**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		
5.	**Approving Promulgation?**	Yes/Sí
By: Jeanette Doran (Dec 26, 2019)		
Name: Jeanette Doran	**Title: Council Trustee**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		
6.	**Approving Promulgation?**	Yes/Sí
By: Rodrigo Quercia (Dec 26, 2019)		
Name: Rodrigo Quercia	**Title: Council Treasurer**	
Caveat(s): Vote conditioned on conflict clearance approval by Dr. Schlomach		
7.	**Approving Promulgation?**	Yes/Sí
By: Deborah Mills (Dec 26, 2019)		
Name: Deborah Mills	**Title: Council Trustee**	
Caveat(s):		
8.	**Approving Promulgation?**	Open Seat/Asiento abierto
By:		
Name:	**Title:**	
Caveat(s):		
9.	**Approving Promulgation?**	Open Seat/Asiento abierto
By:		
Name:	**Title:**	
Caveat(s):		

Technical Secretary Action		
PZ Rule/Action Promulgated with Prior Council Approval?		Yes/Sí
By: 		
Name: Tristan M. Monterroso	**Title: Technical Secretary**	
Caveat(s): Promulgation conditioned on conflict clearance approval by Dr. Schlomach		
Council Secretary Certification		
Is this record certified as evidencing the official act of the PZ and duly noted in its public records?		Yes/Sí
By: Erick A. Brimen Erick A. Brimen (Dec 31, 2019)		
Name: Erick A. Brimen	**Title: Council Secretary**	
Caveat(s): Certification conditioned on conflict clearance approval by Dr. Schlomach		

Codificación:	§ 5-1-77-0-0-0-1, et seq.
Título:	Resolución del Proveedor de Servicios de Arbitraje por Defecto
Fecha de Promulgación:	La última fecha de la firma abajo
Autoridad para la Promulgación:	Estatutos y Reglamentos de Próspera ZEDE ("PZ"), según enmendados, §§1-3-36-0-0-0-3.05(4) y/o 3.09(8)

TEXTO OPERATIVO DE LA REGLA/ACCIÓN PZ:

RESUELVE que el Secretario Técnico abajo firmante promulgue, con la aprobación previa de los fideicomisarios del Consejo de Próspera, la siguiente regla/acción:
La Resolución del Proveedor de Servicios de Arbitraje por Defecto adjunta

VOTACIÓN NOMINAL:

1.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: 		
Nombre: Tristan Monterroso	**Título: Secretario Técnico**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		

2.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Erick A. Brimen Erick A. Brimen (Dec 31, 2019)		
Nombre: Erick A. Brimen	**Título: Secretarío del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		
3.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Gabriel Delgado Ayau Gabriel Delgado Ayau (Dec 26, 2019)		
Nombre: Gabriel Delgado Ayau	**Título: Fideicomisario del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		
4.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: O.W. Porter oliver porter (Dec 27, 2019)		
Nombre: Oliver Porter	**Título: Fideicomisario del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		

5.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Jeanette Doran (Dec 26, 2019)		
Nombre: Jeanette Doran	**Título: Fideicomisario del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		
6.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Rodrigo Quercia Rodrigo Quercia (Dec 26, 2019)		
Nombre: Rodrigo Quercia	**Título: Tesorero del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		
7.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Deborah Mills (Dec 26, 2019)		
Nombre: Deborah Mills	**Título: Fideicomisario del Consejo**	
Advertencia(s):		

8.	**¿Aprobando la Promulgación?**	Open Seat/Asiento abierto
Por:		
Nombre:	**Título:**	
Advertencia(s):		
9.	**¿Aprobando la Promulgación?**	Open Seat/Asiento abierto
Por:		
Nombre:	**Título:**	
Advertencia(s):		
Acción de la Secretarío Técnico		
Regla/acción de PZ promulgado con la aprobación previa del Consejo?		Yes/Sí
Por: 		
Nombre: Tristan M. Monterroso	**Título: Secretarío Técnico**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		

Certificación del Secretario del Consejo		
¿Está este registro certificado como evidencia del acto oficial de la PZ y debidamente anotado en sus registros públicos?		Yes/Sí
Por: Erick A. Brimen (Dec 31, 2019)		
Nombre: Erick A. Brimen	**Título: Secretario del Consejo**	
Advertencia(s): Condicionada a la determinación de que el conflicto de intereses es resuelto por el Dr. Schlomach porque la política es razonable.		

DEFAULT ARBITRATION SERVICE PROVIDER RESOLUTION

Sec. 1. TITLE. This Resolution shall be known as the "Default Arbitration Service Provider Resolution."

Sec. 2. CONSENT AND RECOGNITION. In consideration of the outstanding reputation and qualifications of the identified "Founding Judges" of Próspera Arbitration Center LLC, whose curricula vitae and background check results are attached hereto, in review of the careful structuring of the Próspera Arbitration Center LLC Operating Agreement, also attached hereto, to vest working arbitrators with substantial control over the operations of the Center as well as a controlling position over the ethics board that appoints arbitrators and regulates the impartiality, qualifications and character of all arbitrators thereof, and further upon determination that Próspera Arbitration Center LLC, supported by North Bay GSP, Inc. and the Promoter and Organizer, is capable of discharging the requisite responsibilities of the Default Arbitration Service Provider, Próspera ZEDE by and through its Technical Secretary and Council of Trustees hereby approves as reasonable and ratifies the actions of the Technical Secretary in consenting to the subcontract agreement attached hereto between North Bay GSP, Inc. and Próspera Arbitration Center LLC as rightfully delegating to Próspera Arbitration Center LLC the status, title and authority of the default Arbitration Service Provider under the Próspera Arbitration Statute, §§2-1-37-1-0-0-1 through 2-1-37-8-0-0-64, pursuant to the exclusively delegated authority of North Bay GSP, Inc. as General Service Provider under the Resolution of the Technical Secretary and Council of Trustees of Próspera ZEDE Authorizing Entry into Third Amended Response to Request for Proposal (General Services Provider), §5-1-57-0-0-0-1 (September 27, 2019) ("GSP Selection Resolution").

Sec. 3. CONFLICT DISCLOSURE AND EFFECTIVENESS.

(a) Disclosure. By virtue of its ownership of Próspera Arbitration Center LLC, this Resolution benefits or appears to benefit the Promoter and Organizer and/or its parent NeWay Capital LLC, in which the Technical Secretary (through a blind trust) and Trustees Brimen, Delgado, Quercia, and Porter have proprietary interests and/or control positions. Further, Trustee Doran has served as corporate counsel for the Promoter and Organizer and NeWay Capital LLC.

(b) Effectiveness. This Resolution is pursuant to and within the exclusive authority previously granted to North Bay GSP, Inc. in the GSP Selection Resolution, which was previously deemed commercially reasonable by independent public-private partnership expert Dr. Byron Schlomach. Without prejudicing such previously granted authority or the binding nature of the subcontract with Próspera Arbitration Center LLC pursuant thereto, and solely for purposes of reaffirming and clarifying the resolution of all implicated actual or apparent conflicts of interest, this Resolution is subject to approval as reasonable by independent public policy and public-private partnership expert Dr. Byron Schlomach to resolve the actual or apparent conflicts of interest implicated by the foregoing disclosure. This Resolution shall be effective on publication provided that the written opinion of Dr. Schlomach approving the same is published concurrently.

RESOLUCIÓN DEL PROVEEDOR DE SERVICIOS DE ARBITRAJE POR DEFECTO

Sec. 1. TITULO. Esta resolución se conocerá como "Resolución del Proveedor de Servicios de Arbitraje por Defecto".

Sec. 2. CONSENTIMIENTO Y RECONOCIMIENTO. En consideración a la excelente reputación y calificaciones de los identificados "Jueces Fundadores" de Próspera Arbitration Center LLC, cuyos currículum vitae y resultados de la verificación de antecedentes se adjuntan al presente, en revisión de la cuidadosa estructuración del Acuerdo de Operación de Próspera Arbitration Center LLC, también adjunto al presente, para conferir a los árbitros que trabajan en el Centro un control sustancial sobre las operaciones del Centro, así como una posición de control sobre el consejo de ética que nombra a los árbitros y regula la imparcialidad, las calificaciones y el carácter de todos los árbitros del mismo, y además tras la determinación de que Próspera Arbitration Center LLC, apoyado por North Bay GSP, Inc. y el Promotor y Organizador, es capaz de cumplir con las responsabilidades requeridas del Proveedor de Servicios de Arbitraje por Incumplimiento, Próspera ZEDE por y a través de su Secretario Técnico y el Consejo de Fideicomisarios aprueba por la presente como razonable y ratifica las acciones del Secretario Técnico al consentir el acuerdo de subcontratación adjunto al presente entre North Bay GSP, Inc. y Próspera Arbitration Center LLC como delegando legítimamente a Próspera Arbitration Center LLC el estatus, título y autoridad del Proveedor de Servicios de Arbitraje por defecto bajo el Estatuto de Próspera Arbitraje, §§2-1-37-1-0-0-1 a 2-1-37-8-0-0-64, conforme a la autoridad exclusivamente delegada de North Bay GSP, Inc. como Proveedor de Servicios Generales bajo la Resolución del Secretario Técnico y el Consejo de Custodios de Próspera ZEDE que autoriza la entrada en la Tercera Respuesta Enmendada a la Solicitud de Propuesta (Proveedor de Servicios Generales), §5-1-57-0-0-0-1 (27 de septiembre de 2019) ("Resolución de Selección del SGP").

Sección 3. LA DIVULGACIÓN Y LA EFICACIA DE LOS CONFLICTOS.

(a) Divulgación. En virtud de su propiedad de Próspera Arbitration Center LLC, esta Resolución beneficia o parece beneficiar al Promotor y Organizador y/o a su matriz NeWay Capital LLC, en la que el Secretario Técnico (a través de un fideicomiso ciego) y los Fideicomisarios Brimen, Delgado, Quercia y Porter tienen intereses propietarios y/o posiciones de control. Además, el Fideicomisario Doran ha servido como consejero corporativo del Promotor y Organizador y de NeWay Capital LLC.

(b) Eficacia. Esta Resolución está en conformidad y dentro de la autoridad exclusiva previamente otorgada a North Bay GSP, Inc. en la Resolución de Selección del GSP, la cual fue previamente considerada comercialmente razonable por el experto independiente en asociaciones público-privadas Dr. Byron Schlomach. Sin perjuicio de dicha autoridad previamente otorgada o la naturaleza vinculante del subcontrato con Próspera Arbitration Center LLC de conformidad con la misma, y únicamente con el fin de reafirmar y aclarar la resolución de todos los conflictos de intereses reales o aparentes implicados, esta Resolución está sujeta a la aprobación como razonable por parte del experto en política pública y asociaciones público-privadas Dr. Byron Schlomach para resolver los conflictos de intereses reales o aparentes implicados por la divulgación anterior. La presente resolución entrará en vigor en el momento de su publicación, siempre que se publique simultáneamente la opinión escrita del Dr. Schlomach que la aprueba.

Justice John Pelander



EDUCATION:
LL.M. (Master of Laws in Judicial Process) University of Virginia School of Law, 1998

J.D., with high distinction and Order of the Coif University of Arizona College of Law, 1976
Executive Editor, Arizona Law Review, 1975-1976
B.A., cum laude, Wittenberg University, 1973

JUDICIAL CLERKSHIP:
U.S. Court of Appeals for the Ninth Circuit,
Judge Richard H. Chambers, 1976-1977

PROFESSIONAL EXPERIENCE:
Justice, Arizona Supreme Court, September 2009 – February 28, 2019
Judge, Arizona Court of Appeals, Division Two, May 1995 – August 2009
Chief Judge, July 2004 – June 2009
Vice Chief Judge, July 1999 – June 2004
Partner, Slutes, Sakrison, Grant & Pelander, P.C., 1984-1995
Partner, Slutes, Browning, Sakrison & Grant, P.C., 1981-1984
Associate and Partner, Slutes, Browning, Zlaket & Sakrison, P.C., 1977-1981

HONORS AND AWARDS:
Citation Award, Wittenberg University, 2010
Professional Achievement Award, University of Arizona James E. Rogers College of Law, 2010
Distinguished Alumnus Award, University of Arizona James E. Rogers College of Law, 2007
Second Year Law Student Contributing Most to Legal Scholarship, 1975
Outstanding First Year Writer, Arizona Law Review, 1974
Arizona State Bar Award, 1974 (top exam in course on legal ethics)
Standard Oil of Ohio Scholarship, Wittenberg University (4 years)
Alumni Scholarship, Wittenberg University (4 years)

PROFESSIONAL AFFILIATIONS AND ACTIVITIES:
American Law Institute (2016-present)
Council of Chief Judges of the State Courts of Appeal
Vice President (2008-2009); Secretary/Treasurer (2007-2008)
Arizona Judicial Council, 2004-2009
Arizona Judicial Performance Review Commission, 2000-2007
Judicial Ethics Advisory Committee, 1997-2004
Chairman, November 2000 – May 2004
Arizona Supreme Court CourTools Committee, 2008-present
Arizona Supreme Court Advisory Rules Committee for Rules of Commission on Judicial Conduct, 2000-2001
Arizona College of Trial Advocacy, Faculty, 1993-1995, 2007-2009
American Board of Trial Advocates, 1987-present
Arizona State Bar Appellate Practice Section, 1995-present
Executive Council, 1996-1999
Arizona State Bar Civil Practice and Procedure Committee, 1983-1984
Morris K. Udall Inn of Court, 2006-2009
Presenter at many state and county bar association CLE programs
Moot court judge, University of Arizona College of Law, 1995-present

PUBLICATIONS:
Judicial Performance Review in Arizona: Goals, Practical Effects and Concerns, 30 Ariz. St. L. J. 643 (1998)
Michigan v. Tucker: A Warning About Miranda, 17 Ariz. L. Rev. 188 (1975)
Religious Freedom and the Native American Church, 16 Ariz. L. Rev. 554 (1974)
Prelitigation Investigation, Analysis and Employment of Experts, ch. 2, Arizona Personal Injury Guide (1991)

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Contact

john.gemmill@cox.net

www.linkedin.com/in/john-gemmill-87823b45 (LinkedIn)

Top Skills

Adjudication
Public Speaking
Nonprofit Organizations
Legal Research

John Gemmill



Retired Judge, Arizona Court of Appeals
Phoenix, Arizona

Summary

A native Arizonan, John Gemmill grew up northwest of Phoenix on a cattle feedlot and farm known as Circle One Livestock Company at Lizard Acres. As a kid, he wanted to be a cowboy, train engineer, United States Senator, Naval Officer, geophysicist, farmer/rancher, philosopher, and comedian; but he ended up as an attorney and judge. He graduated with highest distinction from the University of Arizona College of Agriculture with double majors in Animal Science and Agricultural Economics. Following active duty with the United States Navy, John returned to the University of Arizona College of Law and received the Juris Doctor degree with highest distinction, graduating second in his class. He practiced law in Phoenix, focusing on personal injury, wrongful death, product liability, insurance, and commercial disputes. In 2001, he was appointed to Division One of the Arizona Court of Appeals. His colleagues elected him Vice Chief Judge of the Division for 2003-2006 and Chief Judge for 2006-2008. He has received a Distinguished Alumnus Award from the University of Arizona College of Law and an Alumni Achievement Award from the University of Arizona College of Agriculture and Life Sciences. In 2014 he received the Judicial Excellence Award from the Arizona Association of Defense Counsel. In 2015 he was inducted into the Maricopa County Bar Association Hall of Fame. John retired from the court on June 30, 2016. He continued to serve part-time, as a judge pro tem, for nearly two more years. Additionally, John has traveled to the Democratic Republic of Congo for justice conferences in Eastern Congo, in 2010, 2013, 2015, and 2017, and serves on the Congo Initiative-USA Board of Directors. John and his wife, Linda, are active members of their church in Phoenix. He is very grateful for his wife, daughters, sons-in-law, and grandchildren, and for his time on the court of appeals bench.

Experience

John C. Gemmill, llc
Attorney
January 2018 - Present
Phoenix, Arizona Area

Available for Appellate and Trial Consulting and Mediations

Judicial Branch, State of Arizona
Judge Pro Tem, Arizona Court of Appeals, Division One
July 2016 - June 2018 (2 years)
Phoenix, Arizona

Judicial Branch, State of Arizona
Judge, Arizona Court of Appeals, Division One
May 2001 - June 2016 (15 years 2 months)
Phoenix, Arizona Area

Served as Vice Chief Judge 2003-2006 and as Chief Judge of Division One of the Court of Appeals 2006-2008. Participated in Division One's appellate mediation program.

Teilborg, Sanders & Parks, P.C., now known as Sanders & Parks, P.C.
Attorney
1976 - 2001 (26 years)
Phoenix, Arizona

Spent many years handling personal injury, wrongful death, product liability, insurance, and commercial litigation. Considerable jury trial and appellate experience, plus substantial mediation experience. Was a director and officer of the law firm, including President.

Education

University of Arizona

Juris Doctor; Bachelor of Science in Agriculture.



PROFILE

I was a Navy JAG officer from 1972 to 1976. I was then a litigation attorney with Robbins & Green, with perhaps some 20 trials under my belt. I was appointed a Superior Court Judge in 1991. I passed through the 4 major departments. While most judges are extremely well qualified, I was pleased to consistently rank among the highest in judicial evaluations. I returned to litigation as a Deputy County Attorney in 2011, handling civil litigation first in property tax appeals. I then handled pure civil litigation, defending the county directly and its employees (elected officials and employees) in trials and by motion practice. I argued before the 9th circuit in Seattle and San Francisco.

In my travels I have spoken to lawyers in Hermosillo, Mexico, and Nasik, India, I was a Rotation for 42 years. I have been involved with the Boy Scouts for decades, being a Scoutmaster 3 times including 3 years between 2013 and 2016. I am moderately fluent in Spanish, having taught Spanish for 1 1/2 years. As judge I even conducted several family court hearings entirely in Spanish given the agreement of all parties and knowing that the electronic recording would allow any speak to fully review what was done

CONTACT

PHONE:
602-531-7411

EMAIL:
kennethmangum@yahoo.com

KENNETH MANGUM

RETIRED JUDGE AND TRIAL ATTORNEY

EDUCATION

J.D., University of Chicago
1972

B.A., Brigham Young University
1969
Graduated *magna cum laude*

WORK EXPERIENCE

Deputy County Attorney, Maricopa County, Arizona
2011-18

Judge, Superior Court, Maricopa County, Arizona
1991-2011

- **Civil Department, 2008–11**
- **Family Court, 2006-08**
- **Juvenile Court, 2002-06**
- **Civil Department, 1998-2002**
- **Criminal Department, 1994-98**
- **Family Court, 1992-1994**
- **Civil Department, 1991-92**

Trial Attorney, Robbins & Green
1977-90

JAG Officer, U.S. Navy
1972-76

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NICK DRANIAS LAW & POLICY ANALYSIS LLC

A NETWORK OF INDEPENDENT ATTORNEYS AND POLICY ANALYSTS, NOT A PARTNERSHIP

3145 E. CHANDLER BLVD., SUITE 110
PHOENIX, ARIZONA 85048
OFFICE: 602-539-2703
FAX: 602-483-1658

SOLE MANAGING MEMBER:
NICHOLAS C. DRANIAS, ESQ. — LICENSED IN AZ, DC, IL, MN, TX

OF COUNSEL:
JEANETTE K. DORAN, ESQ. — LICENSED IN NORTH CAROLINA
JOHN P. D'ARCO, ESQ. — LICENSED IN AZ, DC, IL
NADIA G. SEMERDJIEVA, ESQ. — LICENSED IN CALIFORNIA

March 13, 2019

Sr. Carlos Alejandro Pineda Pinel
Secretario Alterno / Coordinador
Comision Permanente CAMP

Sr. Tristan M. Monterroso
Technical Secretary
ZEDE Village of North Bay Council
Island of Roatan, Bay Islands, Republic of Honduras

Dr. Titus Gebel
COO/CLO
Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

RE: Background Check on Judicial Candidate Mangum

Gentlemen:

Attached please find the results of the background check that was performed on the above Judicial Candidate. The attached report was generated through a service "NameScan" that uses both its own comprehensive proprietary database and the Thomson-Reuters Law Enforcement, International Sanctions, PEP, AML, KYC database, which appears to set the standard in the international financial community. The database includes terrorists, sanctioned persons, members of organized crime, financial criminals, human rights abusers, and other criminals or alleged criminals. If a person is on one of these lists, he or she will be flagged in the NameScan report accordingly.

The check came back clear as to any criminal or national security threat flagging. This makes it exceedingly unlikely that the candidate has any sort of criminal or national security threat background. I also ran a report on each judicial candidate personally with Interpol's wanted person "Red Notice" search function. Each Interpol report came back clear. Lastly, I ran a google search on each judicial candidate and discovered no negative reports of a criminal nature.

Given that this Judicial Candidate is high profile, based on my 22 years of experience as a practicing attorney during which I have conducted similar background investigations, it is my belief that any alleged or actual criminal background of significance within the last 10 years would have been discovered by this search. Accordingly, it is my belief that this Judicial Candidate has been cleared for consideration after a diligent background investigation.

deepL Spanish translation

Se adjuntan los resultados de la verificación de antecedentes que se llevó a cabo sobre el candidato judicial mencionado anteriormente. El informe adjunto se generó a través de un servicio "NameScan" que utiliza tanto su propia base de datos de propiedad exclusiva como la base de datos de Thomson-Reuters Law Enforcement, International Sanctions, PEP, AML, KYC, que parece establecer el estándar en la comunidad financiera internacional. La base de datos incluye terroristas, personas sancionadas, miembros del crimen organizado, criminales financieros, abusadores de los derechos humanos y otros criminales o presuntos criminales. Si una persona está en una de estas listas, se marcará en el informe de NameScan en consecuencia.

El cheque fue devuelto limpio en cuanto a cualquier amenaza criminal o de seguridad nacional. Esto hace extremadamente improbable que el candidato tenga algún tipo de antecedentes penales o de amenazas a la seguridad nacional. También hice un informe sobre cada candidato judicial personalmente con la función de búsqueda de la persona buscada por Interpol, la "notificación roja". Cada informe de la Interpol fue claro. Por último, hice una búsqueda en Google sobre cada candidato judicial y no descubrí ningún informe negativo de naturaleza criminal.

Dado que este Candidato Judicial es de alto perfil, basado en mis 22 años de experiencia como abogado en ejercicio durante los cuales he llevado a cabo investigaciones de antecedentes similares, creo que cualquier antecedente criminal presunto o real de importancia en los últimos 10 años habría sido descubierto por esta búsqueda. Por consiguiente, creo que este Candidato Judicial ha sido autorizado para ser considerado después de una diligente investigación de antecedentes.

Muy atentamente,



Nicholas C. Dranias
CEO/Sole Managing Member

NameScan
Powered by MemberCheck
t: +61 2 94 53 5466
e: info@namescan.io
w: namescan.io

SCAN REPORT

Order ID: NSO198053 Scan Date: 13/03/2019 Scanned by: Nicholas Dranias Names scanned: 1 Person

PERSON SCAN SUMMARY

Details Scanned

First+Middle Name / Original Script	Last Name	DOB	Gender	Country	Scan ID	Exact Matches	Close Matches
Kenneth	Mangum		Male	United States	NSP1910911	0	0

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Scan ID	Scan Date	First+Middle Name / Original Script	Last Name	Date of Birth	Gender	Country	Exact Matches
NSP1910911	13/03/2019 9:11	Kenneth	Mangum		Male	United States	0

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Scan ID	Scan Date	First+Middle Name / Original Script	Last Name	Date of Birth	Gender	Country	Close Matches
NSP1910911	13/03/2019 9:11	Kenneth	Mangum		Male	United States	0

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ABOUT NAMESCAN SCANNING

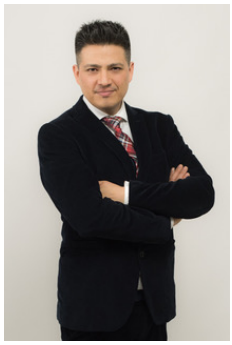
NameScan scans against the Thomson Reuters World-Check database, comprising Politically Exposed Persons, their Relatives and Close Associates, Persons and Entities of Special Interest and persons on sanction and other official lists.
Outlined below are details of the World-Check database (see namescan.io for further details).

- Global Coverage
  - Intelligence researched by global research teams in 60+ local languages to identify and connect hidden risks
  - Specialist research including terrorism and insurgency, organised crime, Middle East, PEPs and Associates, Sanctions
  - Local and international government records, 100,000+ media sources covered
  - Early warning system for pre-judicial cases
  - 530+ sanction and watch lists monitored globally
  - 240+ countries and territories covered
- 25% of World-Check data is derived from information on sanctions, watch or regulatory and law enforcement lists. This includes all major international and national lists published by governments and independent, nongovernment bodies (including OFAC, UN, EU, UK HM Treasury, CANS, DFAT, SECO, HK).
- 75% of World-Check data consists of PEP information, as well as individuals and entities not found on official lists but who instead are reported to be connected to sanctioned parties or reported to have been investigated for, or convicted of engaging in, financial crime, slavery and human abuse-related activities.
- The details sought in relation to each individual are:
  - Full name, any maiden name or AKAs, and variations of the surname
  - Place and date of birth
  - Locations, citizenships
  - Occupation and information on additional roles
  - For immediate relatives, the relationship to the public figure e.g. spouse, son, daughter.
- The persons sought to be included in the database in respect of each country include:
  - PEPs - individuals elected or appointed to a PEP position or an immediate relative or close associate (RCA) of a primary PEP in the following:
    - International Organisations
    - Regional Organisations
    - National Government
    - Sub-National Government
    - Local Government
    - Non-Government Organisations
  - Individuals and entities included on the OFAC list and other official, sanction, and regulatory and law enforcement lists.

Please note: this report is designed to alert you to possible risk and to situations where further scrutiny may be appropriate. This does not imply that subjects included in this report necessarily pose actual risk.

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Dr. Pablo Palma Calderón, LL.M.



Reichenhaller Str. 17
D-14199 Berlin

+49 171 - 17 363 14
pablo@palma-palma.de

geb. 17. Januar 1975, Chile
deutsch, verheiratet

BERUFSERFAHRUNG

02/2010 – heute

KANZLEI PALMA & PALMA ABOGADOS, BERLIN: SELBSTÄNDIGER ANWALT

WWW.PALMA-PALMA.DE

- Gründung der Kanzlei Palma & Palma Abogados als einziger chilenischer Rechtsanwalt mit Zulassung in Deutschland
- Rechtsberatung für chilenisches Recht
- Gesellschafts- und Zivilrecht mit dem Schwerpunkt Vertragsrecht
- Vertragsgestaltung, -bearbeitung (inkl. Prüfung, Kommentierung, Risikoanalyse, etc. von Kundenverträgen)
- Mediation im Familien- und Erbrecht
- Enge Zusammenarbeit mit Behörden und Partnern in Chile

04/2012 – heute

DERECHO-CHILE, BERLIN – SANTIAGO DE CHILE: GRÜNDER / MANAGING DIRECTOR

WWW.DERECHO-CHILE.CL

- Gründer eines Portals für die Vermittlung von Aufträgen für Rechtsanwälte in Chile
- Gewinner des Programms Start-Up Chile, Generation 9 (Accelerator)

09/2009 – 05/2011

DIGITAL PERFORMANCE GMBH, BERLIN: COUNTRY MANAGER SPAIN/ LATINAMERICA (MIT PERSONALVERANTWORTUNG)

- Verantwortung für die Länder Spanien, Chile, Argentinien und Mexiko in den Bereichen Online Marketing, Business Development und Kundenservice
- Durchführen von Markt- und Wettbewerbsanalysen, Konzeption von Business Cases und Evaluieren von Handlungsoptionen
- Produkteinführung, -anpassung und -weiterentwicklung in den jeweiligen Ländern
- Konzeption, Durchführung, Auswertung und Optimierung von Online Marketing Kampagnen (SEA, Online-Video (YouTube), Social Media, Display, Affiliation)
- Verwaltung und Optimierung des Marketingbudgets
- Akquise, Pflege und Ausbau von lokalen Partnern
- Verhandlungen mit lokalen Netzwerkpartnern

04/2009 – 08/2009

ROCKET INTERNET SE, BERLIN: PRAKTIKANT

- Mitarbeit im Business Development und Online Marketing für verschiedene Projekte in Spanien
- Bearbeitung und Anpassung der AGB und Datenschutzerklärungen für verschiedene Projekte in Spanien

Pablo Palma Calderón, LL.M. - Reichenhaller Str. 17 - 14199 Berlin - pablo@palma-palma.de - +49 171 - 17 363 14

AUSBILDUNG

04/2012 – 12/2016 **FREIE UNIVERSITÄT ZU BERLIN: RECHTSWISSENSCHAFTEN PROMOTION**

- Dissertation zum Thema „Schützt das geltende Recht in Europa, Deutschland und Chile personenbezogene Daten in sozialen Netzwerken hinreichend vor Missbrauch?“
- Betreuer: Herr Prof. Dr. Determann (Baker & McKenzie LLP)

10/2007 – 10/2008 **HUMBOLDT-UNIVERSITÄT ZU BERLIN: MASTER OF LAWS (LL.M.)**

- Schwerpunkt: Europäisches Vertrags- und Verfassungsrecht

03/1997 – 05/2005 **UNIVERSIDAD DEL MAR, CHILE: STUDIUM DER RECHTSWISSENSCHAFTEN**

- Abschluss: Abogado (Rechtsanwalt in Chile)

VORTRÄGE

07/05/2013 **BUNDESMINISTERIUM FÜR WIRTSCHAFT UND TECHNOLOGIE, BERLIN:**

- Gastredner zum Thema „*Rechtliche Herausforderungen und Eintrittsbarrieren beim Markteintritt in Chile“* bei der Informationsveranstaltung „Geothermie und Kleinwasserkraft in Chile“

03/08/2012 **INSTITUTE FOR CULTURAL DIPLOMACY, BERLIN**

- Gastredner zum Thema „*Rechtliche Rahmenbedingungen in Chile“* bei “Europe Meets Latin America: A Forum for Young Leaders (EMLA)”

04/07/2012 **BUNDESMINISTERIUM FÜR WIRTSCHAFT UND TECHNOLOGIE (RENEWABLES ACADEMY AG), LUDWIGSHAFEN**

- Gastredner zum Thema „*Recht in Chile“* bei der Informationsveranstaltung „Energieeffizienz in der Industrie in Chile“

PUBLIKATIONEN

Bücher: Koautor: *Data Protection & Privacy- Jurisdictional Comparisons*, Verlag Thomson Reuters, 2016

Datenschutz in sozialen Netzwerken in Europa, Deutschland und Chile: Eine rechtsvergleichende Untersuchung zum europäischen, deutschen und Chile, Verlag Peter Lang GmbH, 2017

SONSTIGES

Mitgliedschaften
Deutsch-Chilenische Industrie- und Handelskammer (Camchal)
Rechtsanwaltskammer Berlin (RAK)
Rechtsanwaltskammer Valparaíso, Chile
Lateinamerika Verein (LAV)

Kenntnisse
Spanisch (Muttersprache), Deutsch (verhandlungssicher) Englisch (gut)
Windows, MAX OS X

Berlin, 28. März 2018



SUSANNA DOKUPIL



3617 ALBANS • HOUSTON, TX 77005 • (832) 746-5127 • SDOKUPIL@ME.COM

EDUCATION

GEORGE WASHINGTON UNIVERSITY, M.P.S., STRATEGIC PUBLIC RELATIONS, MAY 2016

HARVARD LAW SCHOOL, J.D., JUNE 2000

BAYLOR UNIVERSITY, M.A., CHURCH-STATE STUDIES, DECEMBER 1996

BAYLOR UNIVERSITY, B.A., *MAGNA CUM LAUDE*, UNIVERSITY SCHOLARS, MAY 1994

EXPERIENCE

CEO
PALADIN STRATEGIES 2015-2019
CONSULTS ON POLITICAL, PUBLIC RELATIONS, FUNDRAISING, AND BUSINESS STRATEGY, CREATES VIDEOS ON LEGAL AND BUSINESS TOPICS TO DISTILL COMPLEX IDEAS AND/OR ADD EMOTIONAL RESONANCE, SERVES POLITICAL, NONPROFIT, LEGAL AND TECH STARTUP CLIENTS.

CANDIDATE FOR TEXAS STATE REPRESENTATIVE
SUSANNA FOR STATE REP CAMPAIGN 2016-17
LED A CAMPAIGN TEAM IN THE REPUBLICAN PRIMARY IN A RACE COSTING NEARLY $2M, ENDORSED AND SUPPORTED WITH $250K OF CAMPAIGN ADS BY THE GOVERNOR OF TEXAS, MADE FREQUENT RADIO AND TV APPEARANCES.

SPECIAL COUNSEL
UNITED STATES SENATE JUDICIARY COMMITTEE 2010
PREPARED MEMOS AND TALKING POINTS TO ASSIST REPUBLICAN MEMBERS OF THE COMMITTEE IN EVALUATING THE NOMINATION OF ELENA KAGAN TO THE U.S. SUPREME COURT

ASSISTANT SOLICITOR GENERAL
OFFICE OF THE TEXAS ATTORNEY GENERAL 2006-2009
REPRESENTED THE STATE OF TEXAS BEFORE THE UNITED STATES SUPREME COURT, FEDERAL AND STATE APPELLATE COURTS, AND FEDERAL DISTRICT COURT, PRIMARILY IN RELIGIOUS LIBERTIES CASES.

ASSISTANT ATTORNEY GENERAL
OFFICE OF THE TEXAS ATTORNEY GENERAL 2004-2006
ADVISED THE DEPUTY FOR LEGAL COUNSEL ON POLITICALLY SENSITIVE MATTERS.

OF COUNSEL, ALEXANDER DUBOSE JONES & TOWNSEND, LLP
HOUSTON, TX 2003-2004
REPRESENTED INDIVIDUALS IN BANKRUPTCY LITIGATION, ARGUED BEFORE THE FIFTH CIRCUIT.

ASSOCIATE, BAKER BOTTS, L.L.P.
HOUSTON, TX 2001-2003
RESEARCHED AND DRAFTED TRIAL AND APPELLATE BRIEFS IN COMMERCIAL LITIGATION CASES.

LAW CLERK, CHAMBERS OF THE HONORABLE JERRY E. SMITH
U.S. COURT OF APPEALS FOR THE FIFTH CIRCUIT 2000-2001
PREPARED RESEARCH MEMOS AND DRAFTS OF COURT DOCUMENTS FOR PENDING CASES.

ACTIVITIES

THE TEXAS REVIEW OF LAW & POLITICS, MEMBER, BOARD OF ADVISORS HOUSTON SYMPHONY, MEMBER, GOVERNING BOARD, 2010-2014

THE FEDERALIST SOCIETY, RELIGIOUS LIBERTIES EXECUTIVE COMMITTEE, 2001-10

HARVARD JOURNAL OF LAW & PUBLIC POLICY, EDITOR-IN-CHIEF, 2000

FREQUENTLY PUBLISHED AUTHOR/COMMENTATOR

MEDIA

MICHAEL BERRY SHOW, FEB. 13, 2018 (DISCUSSING CAMPAIGN FOR STATE REPRESENTATIVE).

BEN STREUSAND SHOW, JAN. 25, 2018 (DISCUSSING CAMPAIGN FOR STATE REPRESENTATIVE).

GREG GROOGAN'S *WHAT'S YOUR POINT* ON FOX 26, JAN. 14, 2018 (DISCUSSING CAMPAIGN FOR STATE REPRESENTATIVE).

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PAUL BETTENCOURT SHOW, SEP. 29, 2014 (DISCUSSING TELEVISED LT. GOV. DEBATE).

MICHAEL MEDVED SHOW, FEB. 28, 2011, HOUR 3, 25:52-31:50 (DISCUSSING HEALTH CARE COMPACT).

LEGISLATIVE TESTIMONY

TESTIMONY BEFORE SELECT COMMITTEE ON STATE SOVEREIGNTY, TEXAS STATE HOUSE OF REPRESENTATIVES, H.B. 5 (HEALTH CARE COMPACT), MAR. 17, 2011.

TESTIMONY BEFORE PROPERTY/CASUALTY SUBCOMMITTEE OF INSURANCE COMMITTEE, GEORGIA STATE HOUSE OF REPRESENTATIVES, H.B. 461 (HEALTH CARE COMPACT), MAR. 8, 2011.

TESTIMONY BEFORE PUBLIC HEALTH, WELFARE, AND SAFETY COMMITTEE, MONTANA STATE SENATE, H.B. 526 (HEALTH CARE COMPACT), MAR. 7, 2011.

TESTIMONY BEFORE HEALTH CARE POLICY COMMITTEE, MISSOURI STATE HOUSE OF REPRESENTATIVES, H.B. 423 (HEALTH CARE COMPACT), FEB. 23, 2011.

TESTIMONY BEFORE HEALTHCARE AND MEDICAL LIABILITY REFORM COMMITTEE, ARIZONA STATE SENATE, S.B. 1592 (HEALTH CARE COMPACT), FEB. 16, 2011.

TESTIMONY BEFORE PUBLIC HEALTH COMMITTEE, TEXAS STATE LEGISLATURE, H.B. 2997 (COMMITTEE SUBSTITUTE) (ABORTION REPORTING REQUIREMENTS), APR. 21, 2005.

PRESENTATIONS

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KINGWOOD TEA PARTY, *HOW CONCERNED CONSERVATIVE VOTERS MIGHT EVALUATE JUDICIAL CANDIDATES*, SEP. 15, 2014 (MODERATED PANEL WITH JUSTICE BRETT BUSBY, JUSTICE MICHAEL MASSENGALE, AND JUDGE GRANT DORFMAN).

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HARRIS COUNTY REPUBLICAN PARTY, *ACCEPTANCE SPEECH FOR THE OFFICE OF VICE CHAIRMAN*, JUL. 12, 2014.

GREATER HOUSTON FEDERATION OF REPUBLICAN WOMEN, *HOW SHOULD CONSERVATIVE VOTERS EVALUATE STATE JUDICIAL CANDIDATES?*, MAY 20, 2014 (MODERATED PANEL WITH JUSTICE BRETT BUSBY, JUSTICE MICHAEL MASSENGALE, AND JUDGE GRANT DORFMAN).

DAVID HOROWITZ FREEDOM CENTER, TEXAS WEEKEND, *DOCUMENTING THE AMERICAN DREAM*: *A NEW ERA IN MESSAGING*, MAY 3, 2014 (ON PANEL DISCUSSING THE ACTIVIST MIND).

PRIVATE EVENT, *WHY TEXAS SUPREME COURT ELECTIONS MATTER AND HOW TO EVALUATE JUDICIAL CANDIDATES*, FEB. 20, 2014 (MODERATED PANEL WITH CHIEF JUSTICE TOM PHILLIPS, JUSTICE BRETT BUSBY, JUSTICE MICHAEL MASSENGALE, AND JUDGE GRANT DORFMAN).

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TEXAS REVIEW OF LAW & POLITICS ANNUAL BANQUET, *INTRODUCTION OF THE HONORABLE JERRY E. SMITH,* TEXAS REVIEW OF LAW & POLITICS *JURIST OF THE YEAR*, APR. 12, 2003.

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LAW REVIEW ARTICLES:

"THOU SHALT NOT BEAR FALSE WITNESS": "SHAM" SECULAR PURPOSE IN TEN COMMANDMENTS DISPLAYS, 28 HARVARD JOURNAL OF LAW & PUBLIC POLICY 609, 609-50 (2005).

FUNCTION FOLLOWS FORM: LOCKE V. DAVEY*'S UNNECESSARY PARSING*, 2003-04 CATO SUPREME COURT REVIEW 327, 327-56 (2004).

THE SEPARATION OF MOSQUE AND STATE: ISLAM AND DEMOCRACY IN MODERN TURKEY, 105 WEST VIRGINIA LAW REVIEW 53, 53-129 (2002).

SECURITY TAKEOVERS AND BAILOUTS: AVIATION AND THE RETURN OF BIG GOVERNMENT, 6 TEXAS REVIEW OF LAW & POLITICS 431, 431-90 (2002) (WITH TARA L. BRANUM).

A SUNNY DOME WITH CAVES OF ICE: THE ILLUSION OF CHARITABLE CHOICE, 5 TEXAS REVIEW OF LAW & POLITICS 149, 149-208 (2000).

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INSIDE THE HEARINGS: RACHEL BRAND, THE AMERICAN ENTERPRISE ONLINE, FEB. 7, 2006, *AVAILABLE AT* HTTP://TAEMAG.COM/ISSUES/ARTICLEID.18998/ARTICLE_DETAIL.ASP.

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I PLAINTIFF: A CHAT WITH JOSHUA DAVEY, 5 ENGAGE 136, 136-40 (2004).

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THE OPRAH PRESIDENT, THE AMERICAN ENTERPRISE, DEC. 2004, AT 55 (REVIEWING BILL CLINTON, MY LIFE (2004)).

SOUTHERN MANIFESTO, THE AMERICAN ENTERPRISE, JUNE 2004, AT 54-55 (REVIEWING ZELL MILLER, A NATIONAL PARTY NO MORE: THE CONSCIENCE OF A CONSERVATIVE DEMOCRAT (2003)).

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BOOK NOTE, 37 J. CHURCH & STATE 667 (1995) (REVIEWING KEITH J. PAVLISHCHEK, JOHN COURTNEY MURRAY AND THE DILEMMA OF RELIGIOUS TOLERATION (1994)).*

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The Ecology of the New York Liberal, The American Enterprise Online, Aug. 31, 2004, *available at* http://www.taemag.com/issues/articleID.18206/article_detail.asp.

Personally Opposed, But . . . , The American Enterprise Online, July 27, 2004, *available at* http://www.taemag.com/issues/articleID.18167/article_detail.asp.

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* PUBLISHED UNDER THE NAME SUSANNA GOOCH.

ILYA SHAPIRO
Cato Institute
1000 Mass. Ave. NW
Washington, DC 20001
(202) 218-4600
ishapiro@cato.org
www.cato.org/people/shapiro.html
www.twitter.com/ishapiro



EDUCATION

University of Chicago Law School, J.D. June 2003
Quarter-Finalist, Hinton Moot Court
Staff Member, *Chicago Journal of International Law*
Federalist Society
Edmund Burke Debating Society – Chief Whip
Selected to be Member of Delegation for Japanese Law Society Tour of Japan

London School of Economics, M.Sc. in International Relations July 2000
Thesis: *Global Politics by Other Means: The Transformation of the Olympics in the Post-Cold War Era*

Princeton University, A.B. June 1999
Woodrow Wilson School of Public and International Affairs
Certificates in Latin American Studies and Russian Studies
Senior Thesis: *Siberian Law, Patagonian Politics: Evolving Constitutionalism in Russia and Argentina* (Finalist for Best Thesis Prize)
Managing Editor, *Princeton Journal of Foreign Affairs* 1998-99
Columnist, *Daily Princetonian* 1995-99
Staff Director, *Princeton Tory* 1998
Chairman, Inter-College Council 1996-97
Editor-in-Chief, *Princeton Sentinel* 1996-97
Secretary-General, Princeton Model United Nations 1996

University of Buenos Aires March-July 1997
Faculty of Latin American Social Sciences (FLACSO)
Study Abroad Program March-July 1997

EMPLOYMENT EXPERIENCE

Cato Institute Washington, DC 2007 - present
Senior Fellow in Constitutional Studies
Editor-in-Chief, Cato Supreme Court Review
- Edit one of the premiere Supreme Court journals
- Organize conferences and book forums regarding relevant legal issues
- Write articles and op-eds for a variety of publications
- Speaking engagements around the United States and abroad
- Draft and commission amicus briefs for filing in the U.S. Supreme Court

Multi-National Force-Iraq (MNFI) Baghdad, Iraq Summer 2007
Special Assistant/Advisor on Rule of Law Issues
- Traveled to Iraq at personal invitation of Gen. David H. Petraeus

- Worked directly under the head U.S. military lawyer in Iraq, Col. Mark Martins
- Provided technical advice on issues relating to development of legal institutions
- Liaised among Rule of Law officials at Departments of State, Defense, Justice
- Raised awareness of Rule of Law development in U.S. media

Patton Boggs LLP Washington, DC 2006 – 2007
Associate
- Complex commercial litigation, often with large international aspects
- Appellate/motion practice
- Political law and public policy

George Washington University Law School Washington, DC 2005 – 2007
Adjunct Professor of Legal Research and Writing

Cleary, Gottlieb, Steen & Hamilton LLP
Associate Washington, DC 2004 – 2006
Summer Associate Washington and Brussels Summer 2002
- Litigation (international, complex commercial)
- Antitrust
- Securities enforcement

Bush-Cheney '04, Arlington, VA and Ft. Lauderdale, FL Aug-Nov 2004
Policy Staff
- Researched and presented issues relating to homeland security and legal affairs
- Prepared debate materials for President Bush's debates against Sen. Kerry

RNC Legal Deployment
- Researched legal issues relating to new Florida election statutes
- Ensured integrity of voting process in Broward County, FL

Judge E. Grady Jolly, U.S. Court of Appeals, 5th Circuit Jackson, MS 2003-04 Term
Law Clerk
- Researched and wrote bench memoranda ahead of oral argument
- Drafted legal opinions to decide cases brought before the court

Dorsey & Whitney LLP New York, NY Summer 2001
Summer Associate
- Research and writing in complex commercial litigation and intellectual property

Rt Hon Michael Jack MP London, UK 1999-2000
Parliamentary Researcher
- Researched education issues affecting Northern England
- Participated in discussions regarding Conservative Party foreign policy

UN Center for International Crime Prevention Vienna, Austria Summer 1999
Researcher
- Researched and wrote paper on the link between Rule of Law and Development
- Researched and drafted preface to report on corruption in Hungary
- Compiled and analyzed Transnational Organized Crime Repository
- Compiled and analyzed Global Firearms Database

Competitive Enterprise Institute Washington, DC Summer 1998
Policy Intern

- Researched issues relating to international trade, IMF, international agreements
- Wrote policy papers, op-eds, press releases
- Edited manuscripts before publication

University Center for Human Values Princeton, NJ 1996-98

Research Assistant

- Aided senior faculty in Politics, Philosophy, Religion
- Managed publicity and website

Office of U.S. Senator Bill Frist (R-TN) Washington, DC Winter 1997

Legislative Intern

- Various research, writing, press, office assignments

PUBLICATIONS

Books and Book Chapters

- Editor, *Cato Supreme Court Review: 2017-2018* (ISBN: 978-1-948647-19-9).
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- "Libel Tourism and Free Speech: Will the First Amendment Protect Us from Terrorists?" (2009 http://object.cato.org/sites/cato.org/files/pubs/pdf/corr-v-mwaa.pdfunpublished manuscript on file with University of Louisville Law Review).
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- "Mix of Judges and Politics," Letter to the Editor, *The Washington Lawyer*, May 2008. http://www.dcbar.org/for_lawyers/resources/publications/washington_lawyer/may_2008/letters.cfm
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TCS Column

From 2004-07, I was a columnist with the popular and well-regarded online magazine, TCS Daily.com (formerly Tech Central Station). In that time I wrote about 70 articles, available at my archives here: http://www.ideasinactiontv.com/tcs_daily/ilya-shapiro/. Highlights include:

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Blogs

I am an occasional contributor to Cato @ Liberty, http://www.cato-at-liberty.org.

Conferences, Speeches, Panels

- "Supreme Court Roundup," South Texas College of Law Houston, Nov. 12, 2018.

- West Virginia Law, Nov.7.
- Ohio State Law, Nov.7.
- Ohio Northern Law, Nov.6.
- Toledo Law, Nov.6.
- Michigan State Law, Nov. 5.
- TBD, Cornell Law, Oct. 30.
- TBD, WashU St. Louis Law, Oct.25.
- TBD, Mizzou Law, Oct. 24.
- TBD, Arkansas Law, Oct.23.
- TBD, Drake University Law, Oct.18.
- TBD, Northern Illinois Law, Oct.17.
- TBD, UChicago Law, Oct.17.
- "The New Supreme Court," Cato Institute Hill Briefing, Oct. 16, 2018.
- Invited Discussant, "Delegation, Nondelegation, and Un-Delegation: The Powers of Congress and Agencies," Research Roundtable, C. Boyden Gray Center for the Study of the Administrative State, Antonin Scalia Law School, George Mason University, Oct. 11-12, 2018.
- DEBATE ON LOCHNER, Widener University Delaware Law School, Oct. 10, 2018.
- TBD, St. Louis U, Oct.9.
- Scotus review, Southern Illinois Law, Oct.8.
- Scotus review, Loyola-Chicago Law, Oct.2.
- Scotus review, Northwestern Law, Oct.1
- "The New Supreme Court," Cato Club 200, Middleburg, VA, Sept.28, 2018.
- "The Sweet Mystery of Justice Anthony Kennedy," University of Virginia Law School Federalist Society Chapter, Sept. 27, 2018.
- Debate, "TBD," Georgetown University Law Center Federalist Society Chapter, Sept. 26, 2018.
- Debate, "TBD," UT-Austin Law School Federalist Society Chapter, Sept. 25, 2018.
- [Supreme Court Review/Preview], Baylor University Law School Federalist Society Chapter, Sept. 24, 2018.
- Panel, "The Privileges or Immunities Clause," The 14th Amendment at 150 Symposium, Antonin Scalia Law School, George Mason University, Sept. 21, 2018.
- "Supreme Court Review," St. Thomas University (Miami) Law School Federalist Society Chapter, Sept. 20, 2018.
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- Organizer and Moderator, Cato Constitution Day Symposium, Washington, Sept. 17, 2018. https://www.cato.org/events/17th-annual-constitution-day
- "*Stare Decisis*: When Should Judges Overrule Established Precedent?," New York City Federalist Society Lawyers Capter, Sept. 13, 2018. https://bit.ly/2ODRN3f
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Rutgers-Newark Federalist Society Chapter, Sept. 13, 2018.
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- "What Can We Expect form the New Supreme Court?," Duke Univ. Law School Federalist Society Chapter, Sept. 10, 2018.
- "Supreme Court Review," Burlington (VT) Federalist Society Lawyers Chapter, Sept. 6, 2018.
- Debate, "How Best Should Property Owners Vindicate Their Rights?," Vermont Law School Federalist Society Chapter, Sept. 5, 2018.
- "Wedding Cakes, Sports Betting, and the Travel Ban: A Big Year at the Supreme Court and a New Justice to Come" Univ. of Florida Law School Federalist Society Chapter, Sept. 4, 2018.
- "Supreme Court Review," Columbia (SC) Federalist Society Lawyers Chapter, Aug. 30, 2018.
- "Supreme Court Review," Charleston (SC) Federalist Society Lawyers Chapter, Aug. 30, 2018.
- "The Sweet Mystery of Justice Anthony Kennedy," University of South Carolina Law School Federalist Society Chapter, Aug. 29, 2018.
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- “Supreme Court Roundup,” Baltimore Lawyers Federalist Society Chapter, Aug. 21, 2018.
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- “Preserving the Law: Trump, Immigration, and DACA,” Claremont Institute Town Hall (Teleforum), May 4, 2018. http://bit.ly/2wfmrea
- “High on Federalism: Marijuana’s Challenge to State-Federal Relations," University of Chicago Law School Federalist Society Chapter, May 3, 2018.
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- “Immigration Reform: What’s Right, What’s Wrong, and What’s to Come,” University of Memphis School of Law Federalist Society Chapter, Apr. 12, 2018.
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- Panel, “Are Administrative Law Judges Unconstitutional?,” Heritage Foundation, Apr. 10, 2018.
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- “DACA, Travel Ban, and Sanctuary Cities: A Discussion of Immigration Litigation in the Trump Era,” University of Arizona Law School Federalist Society Chapter, Mar.29, 2018.
- “Evolving Technologies and the Fourth Amendment," Pace University Law School Federalist Society Chapter, Mar. 20, 2018.
- "The Future of the Supreme Court and Judicial Nominations”, Cato Intern Seminar, Washington, DC, Mar. 15, 2018.
- Panel, “A Lightning Round Debate on Immigration Issues: Travel Ban, DACA, Sanctuary Cities & More”, Yeshiva University Cardozo Law School Federalist Society Chapter, Mar. 14, 2018.
- “High on Federalism: Marijuana's Challenge to Federal-State Relations,” Baltimore School of Law Federalist Society Chapter, Mar. 13, 2018.
- Panel, “First Amendment Report Card,” South by Southwest, Austin, TX, Mar. 9, 2018.
- “Political Speech on T-Shirts and in Union Halls,” Claremont Institute Town Hall (Teleforum), Mar. 6, 2018. http://bit.ly/2FXUVFG
- Panelist, Moot Court for *Minnesota Voters Alliance v. Mansky*, Georgetown University Law Center Supreme Court Institute, Washington, Feb. 23, 2018.
- Panelist, “Should Public-Sector Workers Be Forced to Pay Union Fees?: A Preview of *Janus v. American Federation of State, County, and Municipal Employees*,” Cato Institute, Feb. 15, 2018. http://bit.ly/2H5pl5x

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- Debate, "The Ilyas Debate the Travel Ban," Fordam University Law School Federalist Society Chapter, Feb. 13, 2018.
- Panelist, "The Wedding Cake Case, Gay Rights, & the First Amendment," First Amendment Salon in Association with the Floyd Abrams Institute for Freedom of Expression at Yale Law School, Washington, Feb. 12, 2018. http://bit.ly/2DIzsv2; http://bit.ly/2pYO5X8
- Discussant, "The Supreme Court at Mid-Term," Stanford University Law School Conference, Feb. 9, 2018.
- Panel, "Immigration: How to Fix the Broken System," UNLV Law Federalist Society Chpter, Feb. 8, 2018.
- Debate, "Masterpiece Cakeshop", Willamette College of Law Federalist Society Chatper, Feb. 7, 2018. https://t.co/k30GyVcblj
- "Judicial Nominations: Where are the President and Senate Taking the Courts?", Cincinnati Lawyers Federalist Society Chapter. Jan. 25, 2018.
- "Religious Liberty at a Crossroads: Legal Perspectives," Thomas More College, Jan. 24, 2018.
- "Why the Immigration System Is the Worst Part of the U.S. Government (and How to Fix It)," University of Louisville Law School Federalist Society Chapter, Jan. 24, 2018.
- "*Stare Decisis* in the Wake of *Citizens United*: When Should Courts Overturn Precedent?", BYU Law School Federalist Society Chapter, Jan. 18, 2018.
- "*Janus and Workers' Rights*: When Should Courts Overturn Precedent," Salt Lake City Lawyers Federalist Society Chapter, Jan. 18, 2018.
- "Why the Immigration System Is the Worst Part of the U.S. Government (and How to Fix It)," Concordia University (Boise) Law School Federalist Society Chapter, Jan. 17, 2018
- Panel, "Just Another Brick In the Wall: Immigration Policy in Today's Charged Political Climate," University of Idaho Law School Federalist Society Chapter, Jan 16, 2018.
- "Understanding and Improving the U.S. Immigration System," Gonzaga University Law School Federalist Society Chapter, Jan. 16, 2018.
- "Religious Liberty and Freedom from Compelled Speech," Claremont Institute Town Hall (Teleforum), Dec. 11, 2017. http://bit.ly/2kVXTkT
- Panelist, "Free Speech Takes the Cake: Can States Compel Speech?," Heritage Foundation, Dec. 6, 2017. http://bit.ly/2i2fHX0; http://bit.ly/2AcyDO9
- Debate, "The First Amendment vs. Anti-Discrimination Law: A Preview of *Masterpiece Cakeshop v. Colorado Civil Rights Commission* on the Eve of Oral Argument," Cato Institute, Dec. 4, 2017. http://bit.ly/2B9xHH3
- Panelist, Moot Court for *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission,* Heritage Foundation, Washington, Dec. 1, 2017.
- "The Future of the Supreme Court," University of South Carolina School of Law Federalist Society Chapter, Nov. 29, 2017.
- "What the *Heller*: Why The Supreme Court Won't Take Any More 2nd Amendment Cases (and What to Do If It Does)," Washington & Lee Law School Fed. Society Chapter, Nov. 28, 2017.
- "What the *Heller*: Why SCOTUS Won't Hear Any More 2nd Amendment Cases," University of North Dakota Law School Federalist Society Chapter, Nov.15, 2017.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," University of Minnesota Law School Federalist Society Chapter, Nov.14, 2017.
- "How I Became a Citizen: Why the Immigration System is the Worst Part of the US Government (and How to Fix It)," St. Thomas University (Minn.) Law School Federalist Society Chapter, Nov.13, 2017.
- "Should We End Life Tenure? A FedSoc and ACS Panel on Fixing the Supreme Court", UCLA Law School Federalist Society Chapter, Nov. 8, 2017.
- "Why the Immigration System is the Worst Part of the U.S. Government (and How to Fix It)," University of Kansas School of Law Federalist Society Chapter, Nov. 7, 2017.
- "*Masterpiece Cakeshop*," William & Mary University Law School Federalist Society Chapter, Nov. 6, 2017.

- Panel, “Challenges to Religious Liberty in 21st Century America,” The Constitution and the Courts: Challenges, Opportunties, and the Future of Freedom, William F. Buckley, Jr. Program Annual Conference, Yale University, Nov. 3, 2017. http://bit.ly/2zle2X0; http://bit.ly/2yL9mWr
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” New York Law School Federalist Society Chapter, Nov 2, 2017.
- Debate, “*Masterpiece Cakeshop*,” Quinnipiac University School of Law Federalist Society Chapter, Nov. 1, 2017.
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” University of Connecticut School of Law Federalist Society Chapter, Nov. 1, 2017.
- “What the *Heller*: Why SCOTUS Won’t Hear Any More 2nd Amendment Cases,” Chapman University Law School Federalist Society Chapter, Oct 30, 2017.
- Debate, “Executive Order No. 13769: The Travel Ban and Systemic Issues of Deportation and Asylum,” Florida International University Law School Federalist Society Chapter, Oct. 25, 2017.
- “SCOTUS Roundup,” South Texas College of Law Houston Federalist Society Chapter, Oct. 19, 2017.
- “When Is a Trademark Too Offensive?: The First Amendment, Commercial Speech, and Rock ‘n’ Roll,” Loyola University (New Orleans) College of Law Federalist Society Chapter, Oct 18, 2017.
- “Why the Immigration System is the Worst Part of the U.S. Government (and How to Fix It),” Tulane University Law School Federalist Society Chapter, Oct. 18, 2017.
- “The Supreme Court & American Politics,” RIAS Berlin Commission, Washington, Oct. 13, 2017.
- “Supreme Court Roundup,” Piedmont Triad (Winston-Salem, NC) Federalist Society Lawyers Chapter, Oct. 12, 2017.
- Debate, “Article V Conventions,” Cato Club 200 Summit, Laguna Beach, CA, Oct. 7, 2017.
- "Supreme Court Preview," Lincoln Club of Orange County DC Visit, Oct.4, 2017.
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” Creighton Law School Federalist Society Chapter, Oct. 3, 2017.
- “A Supreme Court Preview on the First Day of the New Term,” University of South Dakota Law School Federalist Society Chapter, Oct. 2, 2017.
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” University of Nebraska Law School Federalist Society Chapter, Oct. 2, 2017.
- “The Roberts Court under a Trump Presidency," Boston College Law School Federalist Society Chapter, Sept. 26, 2017.
- “The New Supreme Court Term and Future Nominations," Suffolk University Law School Federalist Society Chapter, Sept. 26, 2017.
- Debate, “The President and the Emoluments Clauses: A Discussion 200 Years in the Making," Harvard University Law School Federalist Society Chapter, Sept. 25, 2017.
- Debate, “21st Century Violations of the Emoluments Clauses: Who Violates the Constitution, and Who Cares?," Capital University (Columbus, OH) Law School Federalist Society Chapter, Sept. 21, 2017.
- “Preview of the Upcoming Supreme Court Term & The Future of the Court,” Cleveland-Marshall College of Law Federalist Society Chapter, Sept. 20, 2017.
- Debate, “U.S. Supreme Court Preview,” University of Akron School of Law Federalist Society Chapter, Sept. 19, 2017.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, Sept. 18, 2017. http://bit.ly/2vbMHUN
- Debate, “Campaign Finance and the First Amendment," UT-Austin Law School Federalist Society Chapter, Sept. 14, 2017. http://bit.ly/2x2oDFG
- “Disparaging Trademarks, Holy Playgrounds, and Facebook Prosecutions," Baylor University Law School Federalist Society Chapter, Sept. 13, 2017.
- “Supreme Court Roundup: Holy Playgrounds, Disparaging Trademarks, and Facebook Prosecutions,” Southern Methodist University Law School Federalist Society Chapter, Sept. 12, 2017.
- “Supreme Court Roundup,” Columbia Federalist Society Lawyers Chapter, Aug. 30, 2017.
- “Supreme Court Preview: What Does the Next Term Hold," Greenville Federalist Society Lawyers

Chapter, Aug. 29, 2017.

- "High on Federalism: Marijyana's Challenge to Federal-State Relations," UC Davis Federalist Society Chapter, Aug. 24, 2017.
- "Judicial Engagement," Hertog Foundation Summer Program, Washington, July 24, 2017.
- Moderator, "*A Debt Against the Living: An Introduction to Originalism*," Cato Institute, July 24, 2017. http://bit.ly/2vbEakP
- "Supreme Court Review," Tulsa Federalist Society Lawyers Chapter, July 20, 2017.
- "Supreme Court Review," Oklahoma City Federalist Society Lawyers Chapter, July 20, 2017.
- "Supreme Court Review," Research Triangle (Raleigh, NC) Federalist Society Lawyers Chapter, July 19, 2017. http://bit.ly/2vbcTyW
- "Supreme Court Review," Baltimore Federalist Society Lawyers Chapter, July 18, 2017.
- "Supreme Court Review," The Fund for American Studies Legal Studies Institute, Washington, July 17, 2017.
- "SCOTUS Review," Federalist Society Capitol Hill Chapter, Washington, July 14, 2017.
- "The Future of Judicial Nominations under President Trump," Madison Federalist Society Lawyers Chapter, June 21, 2017.
- "The Future of Judicial Nominations under President Trump," Milwaukee Federalist Society Lawyers Chapter, June 20, 2017.
- "The Politics of the U.S. Supreme Court," Istituto Bruno Leoni, Rome, Italy, June 12, 2017. http://bit.ly/2rf2L5A
- Judge, Harlan Institute-ConSource Virtual Sup. Court Competition, Washington, May 18, 2017.
- Panel, "The Growth and Future of the Libertarian Legal Movement," Cato Institute, May 6, 2017.
- Panel, "Rolling Back the Excesses of Obama," National Policy Conference, Republican National Lawyers Association, Washington, DC, May 5, 2017. http://bit.ly/2rft9w4
- "The New Supreme Court, Post-Nuclear Senate, and Future of Judicial Nominations," Delaware Lawyers Federalist Society Chapter (Wilmington), May 2, 2017.
- Panel, *The Soul of the First Amendment*, Cato Institute, May 1, 2017. https://www.cato.org/events/soul-first-amendment
- Debate, "A Discussion on Immigration," Temple Federalist Society Chapter, Apr. 20, 2017.
- ""The New Supreme Court, Post-Nuclear Senate, and Future of Judicial Nominations," Cato Intern Seminar, Washington, DC, Apr. 17, 2017.
- "Why the Immigration System Is the Worst Part of the US Government (and How to Fix It),"Dallas Lawyers Federalist Society Chapter, Apr. 13, 2017.
- Panel, "The Future of SCOTUS," Federalist Society Capitol Hill Event, Apr. 11, 2017. http://www.fed-soc.org/events/detail/the-future-of-scotus
- "Why the Immigration System Is the Worst Part of the U.S. Government (and How to Fix It)," UC Davis Federalist Society Chapter, Apr. 5, 2017.
- "Why the Immigration System is the Worst Part of the U.S. Government (and How to Fix It), Sacramento Lawyers Federalist Society Chapter, Apr. 4, 2017.
- Panelist, Moot Court for *Trinity Lutheran Church v. Comer*, American Center for Law and Justice, Washington, Apr. 3, 2017.
- Panel, "Supreme Court Roundup: What Lies Ahead," Yeshiva University Cardozo Law School Federalist Society Chapter, Mar. 29, 2017.
- Guest Speaker, Yale Law School Supreme Court Seminar, Mar.28, 2017.
- "Talking SCOTUS: An In-Depth Look into Judge Gorsuch," Emory University School of Law Federalist Society Chapter, Mar. 27, 2017.
- "The Future of the Supreme Court," Michigan State University Law School Federalist Society Chapter, Mar. 23, 2017.
- Moderator, "Rethinking Regulatory Takings: A Preview of Murr v. Wisconsin on the Eve of Oral Argument," Cato Instiute, Mar. 17, 2017. https://www.cato.org/multimedia/events/rethinking-regulatory-takings-preview-murr-v-wisconsin-eve-oral-argument
- Panel, "Regulating the Sharing Economy," Arizona State University Law School Federalist
- "Trump's Judges – and What We Should All Look for in Judicial Nominations," Goldwater Institute Intern Seminar, Mar. 13, 2017.

- Panel, “What’s the Verdict on Neil Gorsuch?”, Chicago-Kent College of Law Federalist Society Chapter, Mar. 9, 2017. https://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-participates-event-whats-verdict-neil-gorsuch-hosted
- “President Trump and the Future of the Federal Courts,” Indianapolis Lawyers Federalist Society Chapter, Mar.9, 2017.
- “Trump’s Judges: Populism, Restraint, and Other Considerations,” Tulane University Law School Federalist Society Chapter, Mar.8, 2017.
- “*Lee v. Tam* ‘Disparaging Trademarks? Should Disparaging Language be Regulated?”, Louisiana State University Law School Federalist Society Chapter, Mar. 7, 2017.
- “The Supreme Court: Reasons for Optimism?”, Cato Benefactors Summit, Naples, FL, Mar.3, 2017.
- Debate, "The Proper Role of the Supreme Court," University of Miami Federalist Society Chapter, Mar. 2, 2017.
- “The Future of the Supreme Court,” Republican Jewish Coalition South Florida Chapter, Aventura, FL, Mar. 1, 2017.
- Debate, “Is the US Immigration System Broken?”, Florida International University Law School Federalist Society Chapter, Mar. 1, 2017.
- “The Future of the U.S. Supreme Court,” Republican Jewish Coalition Orlando Chapter, Feb. 28, 2017.
- Debate, “Gender Identity in the Classroom,” University of Florida Law School Federalist Society Chapter, Feb. 28, 2016.
- “Trump’s Judges and the Future of the Supreme Court,” UNLV Federalist Society Chapter, Feb. 23, 2017.
- “Litigating Obamcare,” University of Pittsburgh DC Semester, Washington, Feb.16, 2017
- “Trump’s Judges: Restraint, Populism, and Other Things to Consider,” Stanford University Law School Federalist Society Chapter, Feb. 14, 2017.
- “High on Federalism: Marijuana and State-Federal Relations,” University of California–Berkeley, Law School Federalist Society Chapter, Feb. 13, 2017.
- Discussant, “The Supreme Court at Mid-Term,” Stanford University Law School Conference, Feb.11, 2017.
- “The Art of the Pick: Trump’s Judges and the Role of a Judge,” Belmont University Law School Federalist Society Chapter, Feb. 7, 2017.
- “Trump's Judges: What We Know and What We Should Want,” Montgomery Lawyers Federalist Society Chapter, Feb. 3, 2017.
- “Trump's Judges: What We Know and What We Should Want,” Birmingham Lawyers Federalist Society Chapter, Feb. 2, 2017.
- Panel, “Environmental Regulation and Use of Benefit-Cost Analysis by Policymakers”, University of Kentucky Business School, Jan. 31, 2017.
- “High Federalism,” University of Kentucky Law School Federalist Society Chapter, Jan. 31, 2017
- “Trump’s Judges: What We Know and What We Can Expect,” Northen Kentucky College of Law Federalist Society Chapter, Jan. 30, 2017
- “Trump’s Judges: What We Know and What We Can Expect,” Louisville Federalist Society Chapter, Jan. 30, 2017
- Panel, “Religious freedom for All: A Multi-Faith Conversation,” ERLC Religious Liberty Summit (Washington, DC), Jan. 25, 2017.
- "Terrific Lists and Nuclear Options: Judicial Nominations in the Trump Administration," Duke University Federalist Society Chapter, Jan. 24, 2017.
- "Trump’s Supreme Court: A look at Potential Nominees and the Future of the Supreme Court," Elon Federalist Society Chapter, Jan. 23, 2017.
- “The Bill of Rights on Trial: Free Speech, Commerce, and the Fourth Amendment,” Claremont Institute Town Hall (Teleforum), Jan. 19, 2017.
- “SCOTUS Series – *Lee v. Tam*,” American Univeristy, Jan. 18, 2017. http://www.pijip.org/tam/
- “SCOTUS takes on “The Slants” and the Slurs: Free Speech and Offensive Trademarks,” University of Denver Law School Federalist Society Chapter, Jan. 17, 2017.

- "Trump's Judges: What Can We Expect at the Supreme Court and Beyond?," Denver Lawyers Federalist Society Chapter, Jan. 11, 2017.
- "The New President and the Future of the Supreme Court," American Legion Post 18, McLean, VA, Dec. 20, 2016.
- "Cato in the Courts: Wall Street Edition," Cato Hill Briefing, Washington, DC, Dec. 9, 2016. https://www.cato.org/events/cato-courts-wall-street-edition
- Panel, "Cities Fight the Banks: The Case of Bank of America v. City of Miami," GMU Law and Economics Center Conference, Atlanta, Dec. 6, 2016. http://www.cvent.com/events/twelfth-annual-meeting-of-the-american-college-of-business-court-judges/agenda-844156649224407280796 0eccf69c04d.aspx
- "Judicial Abdication and the Growth of Government," Acton Institute, Grand Rapids, Dec. 1, 2016. http://blog.acton.org/archives/91197-video-ilya-shapiro-on-judicial-abdication-and-the-growth-of-government.html; https://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-judicial-abdication-growth-government-action
- "Trump's Judges: What Can We Expect at the Supreme Court and Beyond?," Grand Rapids Federalist Society Lawyers Chapter, Nov. 30, 2016.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," University of Michigan Law School Federalist Society Chapter, Nov. 29, 2016.
- Panel, *Trinity Lutheran*, American Univeristy Washington College of Law Jewish Law Students Association, Nov. 15, 2016.
- "How John Roberts Begat Donald Trump." Cato Intern Seminar, Washington, DC, Nov. 11, 2016.
- "Buy Local…Smoke Local? Marijuana and Federalism," University of Iowa College of Law Federalist Society Chapter, Nov. 10, 2016
- "High on Federalism: Marijuana and State-Federal Relations," Drake University Law School Federalist Society Chapter, Nov. 9, 2016
- "Why the Immigration System is the Worst Part of the U.S. Government (and How to Fix It)," University of Nebraska Law Federalist Society Chapter, Nov. 8, 2016
- Panel, "The Gig Economy," Law and the Disruptive Workplace Symposium, *University of Chicago Legal Forum*, Chicago, November 4, 2016.
- Debate, "Citizens Divided: *Citizens United*, *Stare Decisis*, and the Future of Campaign Finance," Northern Illinois Univ. Law School Federalist Society Chapter, Nov. 3, 2016.
- "Freezing Neighborhoods in Amber: When Over-Preservation Impedes City Growth," University of Chicago Law School Federalist Society Chapter, Nov. 2, 2016.
- Debate, "Dollars & Sense: A Debate on *Citizens United* and Campaign Finance Law," Penn State University Law School Federalist Society Chapter, October 31, 2016.
- "Presidential Politics - How Judicial Restraint Led to Our Populist Movement," Hartford Federalist Society Lawyers Chapter, October 28, 2016.
- Debate, "This Forum Believes the *Citizens United* Decision Has Not Harmed American Democracy," Williams Forum, Williams College, Williamstown, MA, October 27, 2016. https://www.youtube.com/watch?v=4wwHSU14uJM
- "Judicial Restraint and the Rise of American Populism," Harvard University Law School Federalist Society Chapter, October 27, 2016.
- Debate, "How Should Judges Judge?," Faulkner University Thomas Goode Jones Law School Federalist Society Chapter, October 26, 2016.
- Debate, "How Should Judges Judge?," University of Alabama Law School Federalist Society Chapter, October 25, 2016.
- Debate, "How Should Judges Judge?," Samford University Cumberland Law School Federalist Society Chapter, October 24, 2016.
- "The Rise of Populism in American Politics *or* How John Roberts Begat Donald Trump," University of Baltimore Law School Federalist Society Chapter, October 20, 2016.
- Debate, "*Citizens United* and Money in Politics," Villanova University Law School Federalist Society Chapter, October 19, 2016.
- "Remembering Scalia with Ilya Shapiro," St. John's Law School Federalist Society Chapter, October 18, 2016.

- "John Roberts: Midwife of the 2016 Election?," Cato Club 200 Summit, Park City, Utah, October 14, 2016.
- "Supreme Court Roundup," Houston College of Law Federalist Society Chapter, October 11, 2016. https://www.youtube.com/watch?v=2t8GfKSglHU&list=UUrBoVDu8YZHvnMB7crzxSOA&index=1
- "Election 2016 and the Future of the Supreme Court," Republican Jewish Coalition Houston Chapter, Oct.10, 2016.
- "Supreme Court Roundup," University of Houston Law Center Federalist Society Chapter, October 10, 2016. https://drive.google.com/file/d/0B_AgSdPtx73DRlM0Y1p1X1lGSzg/view; https://www.youtube.com/watch?v=oStSe8yrM7o&list=UUrBoVDu8YZHvnMB7crzxSOA&index=2
- "Money in Politics," NC State University Park Scholars DC Program, Oct. 7, 2016.
- "Against Judicial Restraint: The Judiciary and the Rise of American Populism," Yale University Law School Federalist Society Chapter, October 6, 2016.
- Moderator, Unraveled: Obamacare, Religious Liberty, and Executive Power, Washington, September 28, 2016. http://www.cato.org/events/unraveled-obamacare-religious-liberty-executive-power
- "How John Roberts Begat Donald Trump," Charlotte Federalist Society Lawyers Chapter, September 27, 2016.
- Debate, "Executive Power in the Aftermath of *US v. Texas*," Rutgers-Camden Law School Federalist Society Chapter, September 26, 2016.
- "How John Roberts Begat Donald Trump," University of Pennsylvania Law School Federalist Society Chapter, September 21, 2016.
- "Scalia's Seat and Beyond: Judicial Nominations at the Federal and State Levels," Orlando Federalist Society Lawyers Chapter, September 20, 2016.
- "Scalia's Seat and Beyond: Judicial Nominations at the Federal and State Levels," Tampa Federalist Society Lawyers Chapter, September 19, 2016.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 15, 2016. http://www.cato.org/events/15th-annual-constitution-day
- "Supreme Court Preview," Columbia (SC) Federalist Society Lawyers Chapter, September 14, 2016.
- "Supreme Court Preview," Greenville (SC) Federalist Society Lawyers Chapter, September 13, 2016.
- "How John Roberts Begat Donald Trump: The Rise of American Populism," UT-Knoxville Law School Federalist Society Chapter, September 12, 2016.
- "Supreme Court Review/Preview," Columbia Law School Federalist Society Chapter, September 8, 2016.
- "Supreme Court Review," Oklahoma City Lawyers Federalist Sociaty Chapter, July 26, 2016.
- "Supreme Court Review," Tulsa Lawyers Federalist Society Chapter, July 25, 2016.
- "Supreme Court Roundup," Triangle (Raligh, NC) Lawyers Federalist Society Chapter, July 14, 2016. http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-gives-speech-key-developments-during-scotus-2015-16-term
- Attorney Coach/Moot Court Judge, "Constitutional Academy," Bill of Rights Institute, Washington, DC, July 13, 2016. http://www.billofrightsinstitute.org/engage/students-programs-events/academy/
- "Supreme Court Review," Balimore Federalist Society Lawyers Chapter, July 12, 2016.
- "Supreme Court Review," Legal Studies Institute Summer Program, The Fund for American Studies, Washington, July 11, 2016
- "*Evenwel v. Abbott* and Other Voting Controversies," Cleveland Federalist Society Lawyers Chapter, July 7, 2016.
- Panel, "Supreme Court Vacancy: The Effects of a Court Divided," Alliance for Justice, Washington, DC, June 29, 2016. https://org2.salsalabs.com/o/6539/p/salsa/event/common/public/index.sjs?event_KEY=81874
- Panel, "The Constitution at a Crossroads," American Constitution Society's 2016 National Convention, Washington, DC, June 11, 2016.

- Panel, “First Amendment Issues in Consumer Payments: No Surcharge Rules and Content Discrimination,” George Mason Law and Economics Center Attorneys General Education Program: Sixth Annual Public Policy Insitute on Financial Services Regulation, Arlington, VA, June 7, 2016. http://www.cvent.com/events/sixth-annual-public-policy-institute-on-financial-services-regulation/agenda-abcf860a4f3c432889f49be3f49a9edb.aspx
- Panelist, Moot Court for *Defense Distributed v. U.S. Dept. of State*, Cato Institute, May 23, 2016.
- Luncheon, “Justice Scalia’s Legacy and the Supreme Court’s Future,” Rio Grande Foundation, Albaquerque, NM, May 12, 2016. http://www.errorsofenchantment.com/2016/04/15/ilya-shapiro-luncheon-justice-scalias-legacy-and-the-supreme-courts-future-albuquerque/
- CLE Course, “In Focus: Court's Review of Obama Administration Immigration,” DC Bar, May 5, 2016. https://www.dcbar.org/marketplace/event-details.cfm?productcd=C85160512
- “National Economic Liberty Forum,” Institute for Justice Conference, Dallas, Apr.28 2016.
- Debate, “Is President Obama’s executive order preventing deportation constitutional?” Reason Foundation, Washington, Apr. 21, 2016. https://www.youtube.com/watch?v=lDTrpxyw4ZI&feature=youtu.be
- Debate, “Is Jim Crow Back? Voting Rights After *Shelby County v. Holder*”, University of Connecticut Law School Federalist Society Chapter, Apr.19, 2016.
- “Justice Scalia’s Legacy and Succession,” America’s Future Foundation Chicago Chapter, Apr. 18, 2016.
- Debate, “But What About the Bakers?: Religious Liberty after *Obergefell*,” Southern Illinois University Law School Federalist Society Chapter, Apr.13, 2016.
- Debate, “But What About the Bakers?: Religious Liberty after *Obergefell*,” Northern Illinois College of Law Federalist Society Chapter, Apr. 12, 2016
- “The Sweet Mystery of Justice Anthony Kennedy,” University of Chicago Law School Federalist Society Chapter, Apr. 12, 2016. http://www.law.uchicago.edu/audio/ilya-shapiro%C2%A0-sweet-mystery-anthony-kennedy?utm_content=buffer4abab&utm_medium=social&utm_source=twitter.com&utm_campaign=buffer
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” UNLV Law School Federalist Society Chapter, Apr. 11, 2016.
- “Luncheon on Marijuana Law: State vs. Federal Law,” Las Vegas Federalist Society Lawyers Chapter, Apr. 8, 2016. http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-topic-marijuana-law-high-federalism-hosted-las
- Panel, “The Future of the Voting Rights Act,” Mississippi Law Journal Voting Rights Act Symposium, Apr. 7, 2016. http://law.olemiss.edu/event/mississippi-law-journal-voting-rights-act-symposium/2016-04-08/
- Debate, “Voting Rights After Shelby County v. Holder: Return to Jim Crow or a Brave New World?”, University of Memphis Law School Federalist Society Chapter, Apr. 6, 2016. https://www.youtube.com/watch?v=IHFhxcuZn50
- “A Brave New World: The Supreme Court Without Justice Scalia,” Colorado University (Boulder) Program on Conservative Thought & Policy, Mar. 30, 2016. http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-brave-new-world-future-without-justice-scalia
- Moderator, “Hate Crimes, Cyberspace & The First Amendment,” First Amendment Salon in Association with the Floyd Abrams Institute for Freedom of Expression at Yale Law School, Washington, Mar. 29, 2016. http://isp.yale.edu/event/abrams-first-amendment-salon-1
- Panel, “U.S. Army Corps of Engineers V. Hawkes,” Hoover Institution, Washington, Mar. 24, 2016. http://www.hoover.org/events/us-army-corps-engineers-v-hawkes
- “Scalia's Legacy – Lunch with Ilya Shapiro,” Mississippi Lawyers Federalist Society Chapter, Jackson, MS, Mar. 22, 2016.
- “America’s Town Hall – Policy Panel 2016, Topic: Voting Rights,” Panim El Panim (BBYO Conference), Washington, Mar. 20, 2016
- Moderator and Organizer, “Will Obamacare Trump Religious Organizations? A Preview of *Zubik v. Burwell* on the Eve of Oral Argument,” Cato Policy Forum, Mar. 18, 2016.

http://www.cato.org/events/will-obamacare-trump-religious-organizations-preview-zubik-v-burwell-eve-oral-argument

- "Election 2016: Obama vs. Scalia," Republican Jewish Coalition, D.C. Chapter, Mar. 15, 2016.
- Panel, *Evenwel v. Abbott*, Catholic Universtity Law School, Mar. 14, 2016 http://www.law.edu/2016-Spring/2016-0315-LawPublicPolicyVotingRights.cfm
- Moderator and Organizer, "Do Landowners Have a Right to Challenge Federal Regulation of Their Property? A Preview of *Army Corps of Engineers v. Hawkes* on the Eve of Oral Argument," Cato Policy Forum, Mar. 14, 2016. http://www.cato.org/events/do-landowners-have-right-challenge-federal-regulation-their-property-preview-army-corps
- "Election 2016: Obama vs. Scalia," Republican Jewish Coalition, Arizona Chapter (Paradise Valley, AZ), Mar. 9, 2016
- Panel, "Dearly Beloved: A Conversation on Religious Liberty," CPAC (National Harbor, MD), Mar. 3, 2016. https://www.youtube.com/watch?v=HRcxwmoR9v0
- Debate, "*Fisher v. University of Texas at Austin* (II): Affirmative Action and the Equal Protection Clause," Rutgers University–Camden Law School Federalist Society Chapter, Feb. 22, 2016.
- Debate, "God, Gays, & Weddings Cakes: Are Gay Rights & Religious Liberties at Odds," Cardozo Law School (NYC) Federalist Society Chapter, Feb. 22, 2016
- "The Libertarian State of the Union," Cato Hill Briefing, Jan. 29, 2016. http://www.cato.org/events/libertarian-state-union-2016
- "*Lawless: The Obama Administration's Unprecedented Assault on the Constitution and the Rule of Law*," Book Forum, Cato Institute, Jan. 6, 2016. http://www.cato.org/events/lawless-obama-administrations-unprecedented-assault-constitution-rule-law
- "Fighting for Equal Protection: Affirmative Action & One-Person, One-Vote," Claremont Institute Town Hall (Teleforum), Dec.17, 2015. http://www.claremont.org/page/ccj-townhalls/town-hall---december-17th-2015/
- Moderator and Organizer, "Will the Supreme Court End Affirmative Action? A Preview of *Fisher v. UT-Austin* on the Eve of Oral Argument," Cato Policy Forum, Dec. 7, 2015. http://www.cato.org/events/will-supreme-court-end-affirmative-action-preview-fisher-v-university-texas-austin-eve-oral
- "How I Became a Citizen or Why the Immigration System is the Worst Part of the U.S. Government (and How to Fix it)," Brigham Young University Law School Federalist Society Chapter, Dec. 3, 2015.
- "The Sweet Mystery of Anthony Kennedy," Salt Lake City Federalist Society Lawyers Chapter, Dec. 2, 2015.
- Debate, "*Evenwel v. Abbott* and the Meaning of 'One Person, One Vote,'" Northwestern University Law School Federalist Society Chapter, Nov.19, 2015.
- "Stephen Colbert Is Right to Lampoon Our Campaign Finance System (And So Can You!)," Cato Intern Seminar, Nov. 9, 2015.
- "The Privileges or Immunities Clause," Constitutional Fellows Program, Capitol Hill, Nov.6, 2015.
- "Why the Immigration System Is the Worst Part of the U.S. Government (and How to Fix It)," Florida International University (Miami) Law School Federalist Society Chapter, Nov. 5, 2015.
- "Obama vs. the Constitution," Republican Jewish Coalition So. Fla. Chapter, Nov.4, 2015.
- "Immigration," Students for Liberty International Lecture (Skype), Nov. 3, 2015.
- Panelist, Moot Court for *Luis v. United States*, Georgetown University Law Center Supreme Court Institute, Washington, Nov.2, 2015.
- "Supreme Court Roundup," Florida A&M University Law School Federalist Society Chapter, Nov. 4, 2015.
- "Obama vs. the Constitution," University of South Carolina Law School Federalist Society Chapter, Oct. 27, 2015.
- "Obama vs. the Constitution," Republican Jewish Coalition Atlanta Chapter, Oct.26, 2015.
- "Activism, Restraint, or Engagement: What is the Role of a Judge?," John Marshall Law School (Atlanta) Federalist Society Chapter, Oct. 26, 2015.
- "Redskins Trademark in Court, and More," Federalist Society Teleforum, Oct.22, 2015. http://www.fed-soc.org/multimedia/detail/redskins-trademark-in-court-and-more-podcast

- Debate, “Freedom of Religion after *Hobby Lobby* and *Obergefell*,” New York Law School Federalist Society Chapter, Oct.21, 2015.
- “Supreme Court Roundup,” Duke University Law School Federalist Society Chapter, Oct. 20, 2015.
- Debate, "How Much is Your Vote Worth?: Voting Districts & the Supreme Court," University of Texas (Austin) Law School Federalist Society Chapter, Oct. 15, 2015. https://utexas.app.box.com/s/u7pt6me5c4sm3h7rxm6ymrenmwi5lriy
- Debate, “Photos, Flowers, and Cakes: Religious Liberty for Wedding Vendors in the Wake of Obergefell,” Seattle Univ. Law School Federalist Society Chapter, Oct. 14, 2015.
- “America’s Broken Immigration System,” Los Angeles Federalist Society Lawyers Chapter, Oct. 13, 2015.
- “High on Federalism: Marijuana’s Challenge to Federal-State Relations,” Michigan State university Law School Federalist Society Chapter, Oct. 7, 2015.
- Debate, “Is Gay Marriage Good for America?”, Northwood College (Midland, MI), Oct. 6, 2015. https://mediasite.northwood.edu/Mediasite/Play/d857fde8221447639cf10c98872e7df11d
- “The Sweet Mystery of Justice Kennedy,” University of Michigan Law School Federalist Society Chapter, Oct. 6, 2015.
- “Supreme Court Review/Preview,” Marquette University Law School Federalist Society Chapter, Oct. 5, 2015.
- “Supreme Court Roundup,” Texas Tech University School of Law Federalist Society Chapter, Sept. 30, 2015.
- “Supreme Court Roundup,” South Texas College of Law Federalist Society Chapter, Sept. 29, 2015. http://joshblackman.com/blog/2015/09/29/fourth-annual-scotus-roundup-at-south-texas-college-of-law-federalist-society-with-ilya-shapiro/
- Debate, “*Obergefell v. Hodges*: Right Decision, Wrong Reasons,” University of Missouri Law School Federalist Society Chapter, Sept. 28, 2015.
- Panel, “Involving Amicus Organizations in Appellate Practice,” Joint Appellate Advocacy Training, Fort Myer (Arlington, VA), Sept. 23, 2015.
- Panelist, Moot Court for *Beicker v. Hickenlooper*, Cato Institute, Sept. 22, 2015.
- “Supreme Court Review/Preview,” Tallahassee Lawyers Federalist Society Chapter, Sept. 21, 2015.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 17, 2015. http://www.cato.org/events/14th-annual-constitution-day
- “Supreme Court Roundup,” Indiana University McKinney School of Law (Indianapolis) Federalist Society Chapter, Sept. 15, 2015.
- “Supreme Court Roundup,” Indiana University Maurer School of Law (Bloomington) Federalist Society Chapter, Sept. 15, 2015.
- “Supreme Court Roundup,” University of Cincinnati Law School Federalist Society Chapter, Sept. 14, 2015.
- Debate, “If Love Is Equal, Where’s the Equal Protection Clause?”, Drake University Law School Federalist Society Chapter, Sept. 9, 2015.
- “A Supreme Court Roundup,” Savannah Law School Federalist Society Chapter, Sept. 3, 2015.
- “Supreme Court Review,” Emory University Law School Federalist Society Chapter, Sept. 2, 2015.
- Book Forum, “Truth Overruled: The Future of Marriage and Religious Freedom,” Heritage Foundation, Sept.1, 2015. http://www.heritage.org/events/2015/09/truth-overruled
- “Supreme Court Roundup of the Contentious Last Term,” Chapman University Law School Federalist Society Chapter, Aug. 25, 2015.
- “Supreme Court Roundup: Fishy Prosecutions, Obamacare Shenanigans, and Big Gay Weddings: Another Year at the Supreme Court,” Whittier Law School Federalist Society Chapter, Aug. 24, 2015.
- “Supreme Court Roundup,” Loyola Law School (L.A.) Federalist Society Chapter, Aug. 24, 2015.
- “The Roberts Court After 10 Years,” Southeastern Association of Law Schools Annual Conference, Boca Raton, July 28, 2015.

- "Supreme Court Review," Oklahoma City Federalist Society Lawyers Chapter, July 22, 2015.
- "Supreme Court Review," Tulsa Federalist Society Lawyers Chapter, July 21, 2015.
- "2015 Supreme Court Review," Triangle Federalist Society Lawyers Chapter, Raleigh, July 15, 2015.
- "*The Conservatarian Manifesto*," Cato Book Forum, July 14, 2015. http://www.cato.org/events/conservatarian-manifesto
- "Fishy Prosecutions, Obamacare Shenanigans, and Big Gay Weddings: Reviewing the Supreme Court Term," Rhode Island Federalist Society Lawyers Chapter, Providence, July 13, 2015.
- "In the Wake of *King v. Burwell*: Options for Congress," Cato Hill Briefing, July 9, 2015. http://www.cato.org/events/wake-king-v-burwell-options-congress
- "Stephen Colbert Is Right to Lampoon Our Campaign Finance System (And So Can You!)," Cato Intern Seminar, July 1, 2015.
- "Gay Marriage Cases Decided: *Obergefell v. Hodges*," Federalist Society Teleforum, June 26, 2015.
- Organizer and Moderator, "Property Rights on the 10th Anniversary of *Kelo v. New London*," Cato Conference, Washington, June 11, 2015. http://www.cato.org/events/property-rights-10th-anniversary-kelo-v-city-new-london
- Organizer and Moderator, "Magna Carta and the Rule of Law," Cato Conference, Washington, June 4, 2015. http://www.cato.org/events/magna-carta-rule-law-around-world
- "Religious Exemptions After *Hobby Lobby*: Where Do We Go From Here?", New York City Bar Association, May 14, 2015.
- Debate, "Obama's Record at the Supreme Court," St. Louis Federalist Society Lawyers Chapter, May 14, 2015.
- "Rule of Law and Economic Development," Liberty and Innovation Marathon, Brazil, May 2-9, 2015. (7 events in the cities of Curitiba, Ponta Grossa, Londrina, Maringá, and Cascavel) http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-constitutional-influences-economic-development
- "*King v. Burwell* and the Supreme Court's Libertarian Moment," Laffer Group Policy Conference, Washington DC, May 1, 2015.
- "Defining the Issue," Program on Alleged Abuses of Presidential Power, George Washington University Law School, Apr. 30, 2015.
- "The Court Weighs in on Government Threats to Family Farms & Traditional Families," Claremont Institute Town Hall (Teleforum), Apr. 30, 2015. http://www.claremont.org/page/ccj-townhalls/town-hall---april-30-2015/
- Debate, "Debating Marriage: A Supreme Court Review," Yale University Law School Federalist Society Chapter, Apr. 22, 2015.
- "Liberalism, Conservatism, and the Jews," Tikvah Fund Workshop, New York City, Apr.19-21, 2015.
- "The Supreme Court's Libertarian Moment?", Cato City Seminar, Houston, Apr. 17, 2015.
- "The Supreme Court's Libertarian Moment?", Cato City Seminar, Dallas, Apr. 16, 2015.
- Debate, "*King v. Burwell* and Implications for the Future of the Affordable Care Act," American University Washington School of Law, Apr. 2, 2015.
- "The Drug War's War on the Constitution," John Marshall Law School (Chicago) Federalist Society Chapter, Mar. 31, 2015.
- "The Drug War's War on the Constitution," Loyola University (Chicago) Law School Federalist Society Chapter, Mar. 31, 2015.
- "Supreme Court Midterm Review," University of Southern California Law School Federalist Society Chapter, Mar. 24, 2015.
- Debate on Same-Sex Marriage, Lincoln Club of Orange County, Newport Beach (CA), Mar. 23, 2015.
- "Same-Sex Marriage: A Constitutional Right?", Charlotte Law School Federalist Society Chapter, Mar. 18, 2015.
- [Same-Sex Marriage], University of South Carolina Law School Federalist Society Chapter, Mar. 18, 2015.

- "Harnessing the Debt Ceiling Debate to Limit Government: What Can Be Done to Check and Balance Washington?", Cato Institute Policy Forum, Mar. 17, 2015.
- "Chaining the Beast: How States Can Limit the Federal Government," Students for Liberty Webinar, Mar. 16, 2015.
- "Text, Typos, and the Right to Bear Arms," Claremont Institute Town Hall (Teleforum), Mar. 11, 2015. http://www.claremont.org/page/ccj-townhalls/town-hall---march-11-2015/
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Orange County Lawyers Federalist Society Chapter, Mar. 10, 2015.
- "Obama's Executive Action on Immigration: Is It Good Policy? Is It Constitutional?", Republican Jewish Coalition Orange County Chapter, Mar. 10, 2015.
- Debate, "The Legality of President Obama's Executive Action on Immigration," UCLA Law School Federalist Society Chapter, Mar. 9, 2015.
- "Obama's Executive Action on Immigration: Is It Good Policy? Is It Constitutional?", Republican Jewish Coalition New York City Chapter, Mar. 3, 2015.
- Debate, "The Obamacare Redux: *King v. Burwell*," Columbia University Law School Federalist Society Chapter, Mar. 2, 2015.
- "Fundraising and Judicial Elections: *Yulee-Williams v. The Florida Bar*," George Washington University Law School Political Law Society, Feb. 25, 2015.
- Debate, "Religious Liberties for Corporations?", Georgetown Center for the Constitution, Feb.25, 2015.
- "Friends and Foes of *King v. Burwell*: Several More Interesting Legal and Policy Arguments," American Enterprise Institute, Washington, Feb. 23, 2015. http://www.aei.org/events/friends-foes-king-v-burwell-several-interesting-legal-policy-arguments/
- "Immigration," Federalist Society Lunch Panel, National Press Club (DC), Feb. 17, 2015. http://www.fed-soc.org/events/detail/immigration-22
- "Gays, Guns, and Ganja: The Libertarian Moment at the Supreme Court," International Students for Liberty Conference, Feb.13, 2015. http://isflc.org/cato-the-2015-isflc/
- "President Obama's Executive Actions on Immigration," Stanford University Law School Federalist Society, Feb.10, 2015.
- Discussant, "The Supreme Court at Mid-Term," Stanford University Law School Conference, Feb.7, 2015.
- Panelist, "The Future of Religious Liberty in the Shadow of Obamacare," University of Pennsylvania Law School Federalist Society Student Symposium, Feb. 6, 2015.
- "Stephen Colbert Is Right to Lampoon Our Campaign Finance System (And So Can You!)," Cato Intern Seminar, Feb. 2, 2015.
- "Supreme Court Overview," James Madison Institute, Tallahassee, Jan.27, 2015.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Florida State University Law School Federalist Society Chapter, Jan.27, 2015.
- "Gay Marriage, Obamacare, and Fishy Prosecutions: Another Year at the Supreme Court," Florida A&M University Law School Federalist Society Chapter, Jan.26, 2015.
- "Supreme Court Overview," James Madison Institute, Orlando, Jan.23, 2015.
- "Obama's Executive Action on Immigration: Is It Good Policy? Is It Constitutional?", Republican Jewish Coalition Philadelphia Chapter, Jan. 21, 2015.
- "Policy & Politics of Immigration Reform, Post-Election 2014," American Jewish Committee, Philadelphia, Jan. 21, 2015.
- "Religious Liberties for Corporations? Hobby Lobby, the Affordable Care Act, and the Constitution," Cato Book Forum, Dec.16, 2014.
- "Supreme Court Roundup," Long Island Fed. Society Lawyers Chapter, Dec.9, 2014.
- "Compact for a Balanced Budget Now!", ALEC States & Nations Policy Summit, Dec. 5, 2014.
- "Threats, Free Speech, and the Law in the Internet Age: *Elonis v. U.S.*," Supreme Court Colloquium, Brandeis University, Dec.2, 2014.
- Debate, "Campaign Finance," Washington University Law School Federalist Society Chapter, Nov.25, 2014.

- "High on Federalism: Marijuana's Challenge to Federal-State Relations," UC-Davis Law School Federalist Society Chapter, Nov.20, 2014.
- "Ilya Shapiro on Hobby Lobby," UC-Berkeley College of Law Federalist Society Chapter, Nov.19, 2014.
- "The Drug War's War on the Constitution," Hastings College of Law Federalist Society Chapter, Nov.18, 2014.
- Debate, "Who Should Pay for Your Hobbies? Hobby Lobby, the ACA, and the Constitution," University of Illinois College of Law Federalist Society Chapter, Nov. 17, 2014.
- Article V Debate, Tea Party Patriots Local Coordinator Conference, Washington, Nov.15, 2014.
- "Corporate Rights after *Hobby Lobby* and *Citizens United*," University of Georgia Law School Federalist Society Chapter, Nov.12, 2014.
- "Why the Immigration System Is the Worst Part of the Government (and How to Reform It)," Campbell University Law School Federalist Society Chapter, Nov.11, 2014.
- "Supreme Court Preview Cocktail Party," New York City Young Lawyers Federalist Society Chapter, Nov.10, 2014.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," University of Idaho Law School Federalist Society Chapter, Nov.6, 2014.
- Debate, "The Constitutionality of the Affordable Care Act," Concordia University Law School (Boise) Federalist Society Chapter, Nov.5, 2014.
- Debate, "Last Term's Three Biggest Cases," Marquette University Law School Federalist Society Chapter, Oct.30, 2014.
- "What Is the Government Smoking? How the War on Drigs Is a War on the Constitution," Chicago-Kent College of Law Federalist Society Chapter, Oct. 29, 2014.
- "How the Drug War Has Perverted the Constitution," University of Chicago Law School Federalist Society Chapter, Oct. 29, 2014.
- "*Hobby Lobby*: What Does Corporate Religious Liberty Mean for You?", University of Iowa Federalist Society Chapter, Oct.28, 2014.
- Debate on *Hobby Lobby*, Drake University Law School Federalist Society Chapter, Oct.28, 2014.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Creighton University Law School Federalist Society Chapter, Oct.27, 2014.
- Debate, "Does Every Vote Count?" University of Akron Law School Federalist Society Chapter, Oct. 23, 2014.
- Debate, "Corporate Rights After *Citizens United* and *Hobby Lobby*," Cleveland-Marshall College of Law Federalist Society Chapter, Oct.23, 2014.
- Debate, "*Hobby Lobby*: A Crafty Exception?", Case Western Reserve University Law School Federalist Society Chapter, Oct.22, 2014.
- Debate, "Religious Liberty for Corporations? *Hobby Lobby*, Obamacare, and the Supreme Court," Univ. of Toledo Law School Federalist Society Chapter, Oct.22, 2014.
- Testimony before the U.S. Civil Rights Commission, Hearing on Stand Your Ground Laws, Orlando, Oct.17, 2014.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Kansas University Law School Federalist Society Chapter, Oct. 16, 2014.
- "Corporate Rights after *Citizens United* and *Hobby Lobby*," Tulsa University Law School Federalist Society Chapter, Oct. 15, 2014.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," Washburn University Law School Federalist Society Chapter, Oct. 14, 2014.
- "High on Federalism: Marijuana's Challenge to Federal-State Relations," University of Missouri Law School Federalist Society Chapter, Oct. 13, 2014.
- Mini-Retreat on Judicial Review, Office of Sen. Ted Cruz, Washington, Oct. 10, 2014.
- "What Was Hobby Lobby All About? Plus Other Big Supreme Court Decisions," Temple University Law School Federalist Society Chapter, Oct. 9, 2014.
- Supreme Court Review/Preview, Drexel University Law School Federalist Society Chapter, Oct. 7, 2014.

- Supreme Court Review/Preview, Penn State University Dickinson College of Law Federalist Society Chapter, Oct. 6, 2014.
- "High on Federalism," Mercer University Law School (Macon, GA) Federalist Society Chapter, Sept.30, 2014.
- "Obama vs. the Constitution," Savannah Law School Federalist Society Chapter, Sept. 29, 2014.
- Debate, "*Hobby Lobby*, Obamacare, and the Supreme Court," Georgia State University Law School Federalist Society Chapter, Sept. 29, 2014.
- "Supreme Court Roundup," Nashville Federalist Society Lawyers Chapter, Sept.24, 2014.
- "The Sweet Mystery of Justice Kennedy," Vanderbilt University Law School Federalist Society Chapter, Sept. 23, 2014.
- "Cato at the Court: Defending the Constitution," Cato Club 200, Middleburg, VA, Sept. 19, 2014 (with Roger Pilon).
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 17, 2014. http://www.cato.org/events/13th-annual-constitution-day
- Debate on Originalism, Northern Illinois University Law School Federalist Society Chapter, Sept. 16, 2014.
- Debate, "Who Should Pay for Your Hobbies? A Debate on Hobby Lobby, Corporate Rights, and Religious Liberties," DePaul University Law School Federalist Society Chapter, Sept. 15, 2014.
- "The Future of Voting Rights," Conference on Civil Rights in the United States, Sept. 9, 2014. http://www.fed-soc.org/events/detail/civil-rights-in-the-united-states http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-future-voting-rights-federalist-society
- Debate, "Campaign Finance Reform," University of Houston Law School Chapter, Sept. 5, 2014.
- "Supreme Court Roundup," South Texas College of Law Federalist Society Chapter, Sept. 4, 2014. http://joshblackman.com/blog/2014/09/03/video-supreme-court-roundup-at-south-texas-college-of-law-with-ilya-shapiro/ https://www.youtube.com/watch?v=4r7gSilymBs&list=UUrBoVDu8YZHvnMB7crzxSOA
- "What You Need to Know About Campaign Finance Law," Cato Intern Seminar, Washington, DC, August 1, 2014.
- "Supreme Court Review," Triangle (Raleigh, NC) Federalist Society Lawyers Chapter, July 31, 2014.
- "2013-14 Supreme Court Roundup," Tulsa Federalist Society Lawyers Chater, July 24, 2014. https://www.eventbrite.com/e/2013-14-supreme-court-round-up-tickets-11527658537
- "Supreme Court Review," Oklahoma City Federalist Society Lawyers Chapter, July 24, 2014.
- "Affirmative Action, Campaign Finance, Obamacare Mandates, and More: Reviewing the Supreme Court's Last Term," Baltimore Federalist Society Lawyers Chapter, July 16, 2014.
- "Public Interest Law," The Fund for American Studies Legal Studies Institute, July 14, 2014.
- "*McCutcheon v. FEC*: Two Books on the Supreme Court's Latest Campaign Finance Case," Cato Policy Forum, June 18, 2014. http://www.cato.org/events/mccutcheon-v-fec-two-books-supreme-courts-latest-campaign-finance-case
- "Voting in America," *The Hill* at the Library of Congress, June 11, 2014. http://thehill.com/event/207999-voting-in-america
- "Suspending the Law: The Obama Administration's Approach to Extending Executive Power and Evading Judicial Review," Cato Policy Forum, May 21, 2014. http://www.cato.org/events/suspending-law-obama-administrations-new-approach-extending-executive-power-evading-judicial
- "What You Need to Know About Campaign Finance Law," Cato Intern Seminar, Washington, DC, May 9, 2014.
- "Beyond the Individual Mandate: The Obamacare 'Tax' Is Still Unconstitutional," Cato Institute Policy Forum, May 8, 2014. http://www.cato.org/events/beyond-individual-mandate-obamacare-tax-still-unconstitutional
- "President Obama vs. The Constitution," New Orleans Federalist Society Lawyers Chapter, May 2, 2014.

- "*McCutcheon v. FEC* and the Future of Campaign Finance Law," New Jersey Federalist Society Lawyers Chapter, Apr. 29, 2014.
- Debate, "Obama vs. the Constitution," University of Minnesota Law School Federalist Society Chapter, Apr. 23, 2014.
- "Stephen Colbert Is Right to Lampoon Our Campaign Finance System (And So Can You!)," Minnesota Lawyers Federalist Society Chapter, Apr. 22, 2014.
- Debate, "The Obama Administration and the Constitution," William Mitchell College of Law (St. Paul, MN) Federalist Society Chapter, Apr. 21, 2014.
  http://youtu.be/60VOPC0td2o
  https://www.youtube.com/watch?v=60VOPC0td2o&feature=youtu.be
- Panelist, Moot Court for *Susan B. Anthony List v. Driehaus*, Heritage Foundation, Washington, Apr. 14, 2014.
- Panelist, "The Post-*Shelby* Voting Rights Act: Federal Policies and Concerns," NIU Law Review Symposium on *Shelby County v. Holder*: A New Perspective on Voting Rights, DeKalb, IL, Apr. 11, 2014.
- Debate, "Federalist Society All-Stars Debate: What's Worse for U.S. Politics, Our Campaign Finance System or the Warped Voting Rights Act?," Northern Illinois University Law School Federalist Society Chapter, Apr. 10, 2014.
- [Campaign Finance], IIT Chicago-Kent College of Law Federalist Society Chapter, Apr. 10, 2014.
- "President Obama's Top 10 Constitutional Violations," University of Kentucky Law School Federalist Society Chapter, Apr. 8, 2014.
- Debate, "The Pen & The Phone vs. The Constitution: Debating Presidential Executive Actions," University of Louisville Law School Federalist Society Chapter, Apr. 7, 2014.
- "Why the Rule of Law is Necessary to Economic Development," University of South Carolina Law School Federalist Society Chapter, Apr. 1, 2014.
- "Engaging the Courts: Guns, Gays, and Lying Politicians," Cato Sponsor E-Briefing, Mar. 20, 2014. http://www.cato.org/sponsor-e-briefing
- "President Obama vs. The Constitution," Republican Jewish Coalition Philadelphia Chapter, Mar. 17, 2014.
- Debate, "The Voting Rights Act Is No More . . . Actually It's Just Modified," University of Colorado (Boulder) Law School Federalist Society Chapter, Mar. 11, 2014.
- "The HHS Mandate: *Hobby Lobby* and Religious Liberty," Denver Federalist Society Lawyers Chapter, Mar. 10, 2014.
- Debate, "Originalism vs. Living Constitutionalism," University of Denver Law School Federalist Society Chapter, Mar. 10, 2014.
- "The Pen & The Phone vs. The Constitution," Steamboat Institute Après-Ski, Steamboat Springs (CO), Mar. 8, 2014.
- Debate, "Stephen Colbert is Right to Lampoon Our Campaign Finance Regime: *Citizens United* and the Future of Election Regulation," Rutgers University (Camden) Law School, Feb. 26, 2014.
- "President Obama vs. The Constitution," Republican Jewish Coalition Chapter Leaders Conference Call, Feb. 25, 2014.
- "A Court More Engaged: Five Coming Decisions," Cato Benefactors Summit, Sarasota, FL, February 21, 2014.
- "The President vs. the Constitution," Columbia Federalist Society Lawyers Chapter, Feb. 18, 2014.
- "President Obama vs. The Constitution," The Charleston Meeting, Feb.17, 2014.
- "How I Got My Green Card *or* Why the Immigration System is the Worst Part of the U.S. Government (and How to Reform It)," University of California-Davis Law School Federalist Society Chapter, Feb. 10, 2014.
- Discussant, "The Supreme Court at Mid-Term," Stanford University Law School Conference, Feb.8, 2014.

- "Status of the Voting Rights Act After *Shelby County v. Holder*," Richard E. Nelson Symposium, University of Florida Law School, Feb. 7, 2014. http://mediasite.video.ufl.edu/Mediasite/Play/2787412c2b094adca73a27c823e2a2811d
- *Shelby County* and the Future of the Voting Rights Act," University of Florida Law School Federalist Society Chapter, Feb. 6, 2014.
- "Obama vs. the Constitution," Tallahassee Lawyers Federalist Society Chapter, Feb. 5, 2014.
- "Oh, That Rent-Seeking Mouse: Intellectual Property and Public Choice Theory," Florida State University Law School Federalist Society Chapter, Feb. 5, 2014.
- "What's Going on at the Supreme Court?" Florida A&M University Law School Federalist Society Chapter, Feb. 4, 2014.
- "The HHS Mandate," Florida Coastal Law School Federalist Society Chapter, Feb. 4, 2014.
- Guest Lecture, "Rent Control and the Constitution," Principles of Macroeconomics Class, Hawaii Pacific University, Jan. 31, 2014.
- "Education and the Constitution," National School Choice Week Educators' Roundtable, Honolulu, Jan. 30, 2014.
- "Supreme Court Update," Grassroot Institute of Hawaii, Honolulu, Jan. 30, 2014.
- "President Obama's Top 10 Constitutional Violations," University of Hawaii Law School Federalist Society Chapter, Jan. 29, 2014.
- "President Obama vs. The Constitution," Republican Jewish Coalition Los Angeles Chapter, Jan. 28, 2014.
- "President Obama's Top 10 Constitutional Violations," UCLA Law School Federalist Society Chapter, Jan. 28, 2014.
- "The Libertarian State of the Union", Cato Capitol Hill Briefing, Jan. 24, 2014. http://www.cato.org/events/libertarian-state-union-2014
- Debate, "The Sweet Mystery of Anthony Kennedy," Temple University Law School Federalist Society Chapter, Jan. 23, 2014.
- "Privileges or Immunities: Reclaiming the Lost Clause," George Washington University Law School Federalist Society Chapter, Jan. 16, 2014.
- "Obama vs. the Constitution," University of North Carolina Law School Federalist Society Chapter, Jan. 15, 2014.
- Debate, "The Second Amendment and Stand Your Ground," North Carolina Central University Law School Federalist Society Chapter, Jan. 14, 2014.
- Panelist, Moot Court for *Noel Canning v. NLRB*, Heritage Foundation, Washington, Jan. 8, 2014.
- "Do Corporations Have Religious Liberties?", National Constitution Center (Philadelphia), Dec.10, 2013. http://constitutioncenter.org/calendar/town-hall-tuesday-tuesday-december-10-2013 http://blog.constitutioncenter.org/2013/12/video-religious-liberties-for-corporations/
- "Balancing the Budget through a Compact," ALEC Annual Meeting Federalism Taskforce, Washington, Dec. 5, 2013.
- "Federalism & States' Rights," Republican Policy Committee, Washington, Dec. 5, 2013.
- "*Elane Photography* and Religious Accomodation," Skype Lecture to a Sociology of Law Class at Case Western Reserve University, Dec. 3, 2013.
- "Obama vs. the Constitution," Washburn University Law School Federalist Society Chapter, Nov. 26, 2013.
- "*Mount Holly* Settlement," Federalist Society Teleforum, Nov. 22, 2013. http://www.fed-soc.org/publications/detail/mt-holly-settlement-podcast
- "*Shelby County* and the Future of Voting Rights, Gonzaga University Jones Law School Federalist Society Chapter, Nov. 20, 2013.
- Debate, "Money as Political Speech", University of Idaho Law School, Nov. 19, 2013.
- Debate, "Voting Rights in 2013: *Shelby County* and Voter ID," Seattle University Law School Federalist Society Chapter, Nov. 19, 2013. http://www.law.seattleu.edu/multimedia-library/student-organizations/federalist-society?destinationID=xERrv13GCEOS_Lr4zju34Q&contentID=rTzLMT0bTkW5FYi_WrixBg&orderByDirection=asc&pageIndex=1&pageSize=10

http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-debates-voting-rights-act-2013-seattle-university-school

- "How Should Government Define Marriage?", Institute for Humane Studies Forum, University of North Carolina, Nov. 12, 2013.
- "The Scope of the Treaty Power," The Charleston Meeting, Nov.11, 2013.
  http://new.livestream.com/libertystudio/NOV2013Charleston/videos/34632704
  http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-bond-v-united-states-charleston-meeting
- "*Bond v. United States*," Charleston Library Society, Nov. 11, 2013.
- "The Sweet Mystery of Justice Anthony Kennedy," Montgomery Lawyers Federalist Society Chapter, Nov. 7, 2013.
- "*McCutcheon v. FEC*: An Evening with Ilya Shapiro," Mobile Lawyers Federalist Society Chapter, Nov. 6, 2013.
- Debate on Voting Rights, Faulkner University Thomas Goode Jones Law School Federalist Society Chapter, Nov. 6, 2013.
- Debate, "*Shelby County v. Holder*: Admitting Defeat or Accepting Victory?", Samford University Cumberland School of Law, Nov. 5, 2013.
- "*Shelby County* and the Future of Labor Rights," University of Alabama Law School Federalist Society Chapter, Nov. 5, 2013.
- Debate, "Can the Constitution Resolve the Cebt-Ceiling Debate?" University of Pennsylvania Law School Federalist Society Chapter, Oct. 20, 2013.
  http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-debt-ceiling-penn-federalist
- "The Sweet Mystery of Anthony Kennedy," Villanova University Law School Federalist Society, Oct. 29, 2013.
- Debate,"Can the President Use the Fourteenth Amendment to Raise the Debt Ceiling?" National Constitution Center (Philadelphia), Oct. 29, 2013.
  http://constitutioncenter.org/calendar/town-hall-tuesday-can-the-president-use-the-14th-amendment-to-raise-the-deb
  http://vimeo.com/78212969
- "Supreme Court Preview," South Texas College of Law Federalist Society Chapter, Oct. 23, 2013.
- "Supreme Court Preview," University of Houston Law School Federalist Society Chapter, Oct. 23, 2013.
- Debate "The Voting Rights Act, the Supreme Court, and Democracy in America," Rice University Federalist Society Chapter, Oct. 22, 2013.
- "Supreme Court Review/Preview," Mercer University Law School Federalist Society Chapter, Oct. 15, 2013.
- Debate, "*Shelby County* and the Future of the Voting Rights Act," University of Georgia Law School Federalist Society Chapter, Oct. 14, 2013.
- "Why Obama Keeps Losing at the Supreme Court," Birmingham Lawyers Federalist Society Chapter, Oct. 11, 2013.
- "High on Federalism: Implications of State Marijuana Legalization," Emory University Law School Federalist Society Chapter, Oct. 10, 2013.
- Panelist, Moot Court for *Kaley v. United States*, Georgetown University Law Center Supreme Court Institute, Washington, Oct. 9, 2013.
- Panelist, Moot Court for *Schuette v. Coalition to Defend Affirmative Action*, Heritage Foundation, Washington, Oct. 9, 2013.
- "Supreme Court Preview," Quinnipiac Law School Federalist Society Chapter, Oct. 7, 2013.
- "Supreme Court Preview," George Mason University Law School Federalist Society Chapter, Oct. 3, 2013.
- "Voter ID, the Voting Rights Act, and the Supreme Court," Orange County Lawyers Federalist Society Chapter, Sept. 27, 2013.

- "Taking the Long View on Constitutional Restoration," Cato Club 200 Retreat, Laguna Beach, CA, Sept. 27, 2013 (with Roger Pilon and Bob Levy).
- Debate, "High on Federalism: Marijuana's Challenge to Federal-State Relations," University of Southern California Federalist Society Chapter, Sept. 26, 2013. http://lawweb.usc.edu/news/article.cfm?newsID=4060
- "Rule of Law and Economic Development," Universidad EAFIT, Medellín, Colombia, Sept. 24, 2013.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 17, 2013. http://www.cato.org/events/12th-annual-constitution-day
- Moderator and Organizer, "Unprecedented: The Constitutional Challenge to Obamacare," Cato Institute Book Forum, Washington, September 13, 2013. http://www.cato.org/events/unprecedented-constitutional-challenge-obamacare http://www.booktv.org/Program/14950/LIVE+ONLINE+FRIDAY+Noon+ET+Unprecedented+The+Constitutional+Challenge+to+Obamacare.aspx#.UjMPvpI_mWQ.twitter
- Debate, "Originalism," Northern Illinois University Law School Federalist Society Chapter, Sept. 11, 2013.
- "Anti-Discrimination and Individual Liberties," Federalist Society Teleforum, Sept. 10, 2013. http://www.fed-soc.org/publications/detail/anti-discrimination-and-individual-liberties-elane-photography-v-willock-podcast
- "What the Supreme Court Means to You," The Charleston Meeting, Sept. 9, 2013.
- "Not by the Book: A Conversation on the Supreme Court," Charleston (SC) Library Society, Sept. 9, 2013
- Guest Lecture, Politics & the Media Class, The Citadel, Charleston, SC, Sept. 9, 2013.
- Panelist, Moot Court for *Arkansas Game & Fish Commission v. United States*, Washington, Sept. 4, 2013.
- "Supreme Court Roundup," Alexandria Young Republicans, August 5, 2013.
- Organizer and Moderator, "Public Interest Law Panel," The Fund for American Studies Legal Studies Institute, held at the Cato Institute in Washington, July 23, 2013.
- "Supreme Court Roundup," Tulsa Federalist Society Lawyers Chapter, July 22, 2013.
- "Occupy Pennsylvania Ave.: How the Government's Unconstitutional Policies Harm the 99%," University of Chicago Law School Federalist Society Chapter, May 2, 2013.
- "Litigation Update: Same-Sex Marriage at the Supreme Court," Triangle Federalist Society Lawyers Chapter, Raleigh, NC, May 1, 2013.
- "Why Does Constitutional Law Diverge From Constitutional Text," Cato Intern Seminar, April 29, 2013.
- "Health Care Panel," Republican National Lawyers Association Policy Conference, Washington, April 26, 2013.
- "A Discussion of Gay Marriage," University of Washington Law School Federalist Society Chapter, April 23, 2013.
- "Marijuana Federalism: Why Gonzales v. Raich Isn't the End of the Story," Seattle Federalist Society Lawyers Chapter, April 22, 2013. http://blogs.seattletimes.com/opinionnw/2013/04/24/a-marijuana-update-federal-law-vs-state-power/
- "Occupy Pennsylvania Ave.: How the Government's Unconstitutional Policies Harm the 99%," University of New Mexico Law School Federalist Society Chapter, April 18, 2013.
- "After the Arguments: What's Next for Marriage Equality?", Cato Capitol Hill Briefing, April 12, 2013. http://www.cato.org/events/after-arguments-whats-next-marriage-equality
- Panel, "Same-Sex Marriage in the Courts," University of Chicago Alumni of Boston, April 10, 2013.
- "*Florida v. Jardines* and the Future of the Fourth Amendment," New England School of Law Federalist Society Chapter, April 10, 2013.
- "Federalism and Drug Control Policy," Marquette University Law School Federalist Society Chapter, April 9, 2013. http://law.marquette.edu/facultyblog/2013/04/09/does-federal-law-actually-preempt-relaxed-state-marijuana-laws

- Debate, “The Right to Bear Arms: Is Nationwide Concealed Carry Inevitable?”, Northern Illinois University Law School Federalist Society Chapter, April 8, 2013.
- “Is Section 5 of the Voting Rights Act Constitutional?”, Rutgers University-Newark Law School Federalist Society Chapter, April 4, 2013.
- “Why President Obama’s Recess Appointments Are Unconstitutional,” Fordham University Law School Federalist Society Chapter, April 4, 2013.
- “Obama and the Constitution,” Republican Jewish Coalition New York CityChapter, April 4, 2013.
- “Is Section 5 of the Voting Rights Act Constitutional?, NYU Law School Federalist Society Chapter, April 3, 2013.
- “Judicial Activism: Implications on Societal Norms, Jurisprudence, and the Character of Citizens,” University of Wyoming Law School Federalist Society Chapter, April 2, 2013.
- Debate, “*Fisher* and the Future of Affirmative Action,” University of Colorado-Boulder Law School Federalist Society, April 2, 2013.
- “Obamacare 2.0 (and 3.0, 4.0, etc.): The Neverending Obamacare Litigation,” University of Denver Law School Federalist Society, April 1, 2013.
- Panel, “Law, Politics, and Same-Sex Marriage,” Cato Institute Policy Forum, March 27, 2013. http://www.cato.org/events/law-politics-same-sex-marriage http://www.c-spanvideo.org/program/311780-1
- “The Right Way to Reform the Immigration System," Ft. Worth Lawyers Federalist Society Chapter, March 21, 2013.
- “*Kiobel v. Royal Dutch Petroleum* and International Human Rights Claims,” University of Texas-Austin Law School Federalist Society Chapter, March 20, 2013.
- “The Obama Administration and its Continuing Assault on the Constitution,” Republican Jewish Coalition Houston Chapter, March 19, 2013.
- Debate, “Is the Roberts Court Pro-Business, Pro-Market, Pro-Conservative, or Something Else?”, University of Houston Law School Federalist Society Chapter, March 19, 2013. http://www.law.uh.edu/organizations/federalist/Events.html
- Debate, “The Future of Firearms Law and the Second Amendment in the Wake of Sandy Hook,” Barry University Law School Federalist Society Chapter, March 18, 2013.
- Panel, “Hot Issues Seminar: Rule of Law,” CPAC (National Harbor, MD), March 15, 2013. http://www.youtube.com/watch?v=mh12E4Is-kk
- Debate, "A Debate on the Right to Keep and Bear Arms," University of Missouri Federalist Society Chapter, March 13, 2013.
- “The Obama Administration and its Continuing Assault on the Constitution,” Republican Jewish Coalition Heartland Chapter (Kansas City area), March 12, 2013.
- “The Second Amendment and Gun Control,” Brigham Young University Law School Federalist Society Chapter, March 7, 2013.
- Debate, “Immigration Policy: How Should It Be Reformed, If at All?”, University of Arizona Law School Federalist Society Chapter, March 5, 2013.
- Debate, “Proposals to Reduce Gun Violence,” Phoenix Law School Federalist Society Chapter, March 4, 2013.
- “Proposals to Reform Immigration Policy,” Arizona State University Law School Federalist Society Chapter, March 4, 2013.
- Panel, “Voting Law,” Federal Courts Law Review Symposium, Charleston (SC), February 22, 2013.
- “Beyond the Individual Mandate: The Ongoing Legal Challenges to Obamacare,” Cato Policy Forum, February 7, 2013. http://www.cato.org/events/beyond-individual-mandate-ongoing-legal-challenges-obamacare
- “Libertarian State of the Union,” Cato Hill Briefing, January 30, 2013. http://www.cato.org/events/libertarian-state-union-0 http://www.cato.org/multimedia/media-highlights-tv/ilya-shapiro-discusses-constitutional-law-libertarian-state-union-c
- “U.S. Supreme Court 2013 Overview,” Florida A&M Law School Federalist Society, January 17, 2013.

- Panelist, Moot Court for *Koontz v. St. Johns River Water Management*, Heritage Foundation, Washington, January 10, 2013.
- Moderator and Organizer, "Living with Guns: A Liberal's Case for the Second Amendment," Cato Institute Book Forum, Washington, January 9, 2013. http://www.cato.org/events/living-guns-liberals-case-second-amendment
- Panelist, Moot Court for *City of Arlington v. FCC*, Goldstein Russell LLP, Washington, January 2, 2013.
- "Arizona's SB 1070 and the Future of Immigration Policy," Washburn University Law School Federalist Society Chapter, November 20, 2012.
- Debate, "When Is It Ok to Discriminate?", Rutgers University (Camden) Law School Federalist Society Chapter, November 14, 2012.
- Debate, "Our Broken Immigration System: SB 1070 and Beyond," Temple University Law School Federalist Society Chapter, November 13, 2012.
- "Supreme Court Roundup and Post-Election Prognosis," Mississippi Federalist Society Lawyers Chapter, November 8, 2012.
- "The Constitutionality of the Voting Rights Act to Be Reviewed by the Supreme Court," Federalist Society Teleforum, November 1, 2012. http://www.fed-soc.org/events/detail/the-constitutionality-of-the-voting-rights-act-to-be-reviewed-by-the-supreme-court
- "After the Obamacare Ruling, Are There Any Limits on Federal Power?", Valparaiso Law School (Indiana) Federalist Society Chapter, October 31, 2012.
- Debate, "More Equal Than Others:*Fisher v. Texas* and Preferential Admissions," Notre Dame University Law School Federalist Society Chapter, October 31, 2012.
- Debate, "Section 5 of the Voting Rights Act," Michigan State University Law School Federalist Society Chapter, October 30, 2012.
- "Voting in America," Dallas Lawyers Federalist Society Chapter, October 29, 2012.
- "What Was John Roberts Thinking?", Cato Institure Policy Perspectives 2012, New York City, October 26, 2012. https://www.cato.org/event.php?eventid=8828
- "Immigration Reform," Harvard Law School Federalist Society Chapter, October 25, 2012.
- Panel, "Entrusting the Fourth Amendment to the Dogs: Canine Evidence and the Constitution," National Association of Criminal Defense Lawyers Forum, Washington, October 23, 2012. http://press.org/events/canine-evidence
- Debate, "The Role of Foreign Law in Constitutional Interpretation," UNLV Law School Federalist Society Chapter, October 22, 2012.
- "How Will the Presidential Election Affect the Supreme Court?", Las Vegas Federalist Society Lawyers Chapter, October 19, 2012.
- "The Supreme Court's Obamacare Decision: What Does It All Mean?", Whittier Law School Federalist Society Chapter, October 18, 2012.
- "Supreme Court Roundup", Pepperdine Law School Federalist Society Chapter, October 17, 2012.
- "Supreme Court Roundup," South Texas College of Law Federalist Society Chapter, October 11, 2012. http://joshblackman.com/blog/2012/10/11/video-ilya-shapiro-leads-the-supreme-court-round-up-at-the-south-texas-college-of-law/
- Debate, "The Supreme Court's Obamacare Ruling: Are There Any Limits Left on Federal Power?", Chicago-Kent Law School Federalist Society Chapter, October 10, 2012.
- Debate, "Obamacare Revisited," John Marshall Law School Federalist Society Chapter, October 10, 2012.
- "After *NFIB v. Sebelius*: Consequences of the Obamacare Decision," Northern Illinois University Law School Federalist Society Chapter, October 9, 2012.
- Debate, "Obamacare Smackdown! What's Next for the Affordable Care Act?", Northwestern University Law School Federalist Society Chapter, October 9, 2012.
- Debate, "The ACA Decision: Did SCOTUS Get It Right?", Duke University Law School Federalist Society Chapter, October 4, 2012. http://www.youtube.com/watch?v=4R-upqHPzW4&list=UUQZCYn0xmNrkrlszmpUPf-w&index=1&feature=plcp

- Panel, "*Fisher v. UT-Austin*: A Discussion on Affirmative Action," Georgetown University Law School ACS/Federalist Society Chapters, October 3, 2012. http://apps.law.georgetown.edu/webcasts/eventDetail.cfm?eventID=1832
- Debate, "Does *Citizens United Matter* for the 2012 Election?", Saint Louis University Law School Federalist Society Chapter, October 2, 2012.
- Panelist, Moot Court for *Arkansas Game & Fish Commission v. United States*, Heritage Foundation, Washington, October 1, 2012.
- Discussion, "Supreme Court Preview," Quinnipiac Law School Federalist Society Chapter, September 27, 2012.
- Discussion, "Supreme Court 2011 Term Roundup," Yale Law School Federalist Society Chapter, September 27, 2012.
- Panel, "The Obamacare Ruling and the Future of Health Care Policy," Princeton University, September 25, 2012.
- Voting Rights Panel, University of Baltimore Law School ACS/Federalist Society Chapters, September 25, 2012.
- Panel/Debate, "Supreme Court Preview," Boston University Law School Federalist Society Chapter, September 24, 2012.
- Debate, "The Supreme Court's Obamacare Ruling: What Does It All Mean?", Washington & Lee University Law School Federalist Society Chapter, September 21, 2012.
- Supreme Court Preview, American Constitution Society, Washington, September 20, 2012. http://www.acslaw.org/events/2012-09-20/2012-2013-supreme-court-preview
- Debate, "The Roberts Court: Is it conservative, pro-business, market-oriented, or something else entirely?", University of Pennsylvania Law School Federalist Society Chapter, September 19, 2012.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 18, 2012. http://www.cato.org/events/ccs2012/index.html
- Debate, "Was Roberts Right in the Obamacare Decision and What Does It Mean for Federal Power?", University of Akron Law School Federalist Society Chapter, September 17, 2012.
- "Supreme Court Preview: What Does the 2012-2013 Term Hold?", Greenville (SC) Federalist Society Lawyers Chapter, September 12, 2012.
- "Tax vs. Penalty: A Review of the Obamacare Ruling," Furman University (Greenville, SC), September 11, 2012. Part 1: http://vimeo.com/49423159
  Part 2: http://vimeo.com/49424686 Part 3: http://vimeo.com/49391698
- Debate, "The Supreme Court's Ruling on Obamacare," University of South Carolina Law School Federalist Society Chapter, September 11, 2012.
- "A Conversation on the Supreme Court," American Bar Association CLE Webinar, September 10, 2012. http://www.americanbar.org/calendar/2012/09/a_conversation_onthesupremecourt.html
- Debate, "Campaign Finance and *Citizens United*," Georgia State University Federalist Society Chapter, September 10, 2012. http://law.gsu.edu/events/index.php?id=5115
  www.youtube.com/watch?v=nGKTA9TEomM
- Debate on *Citizens United*, Thomas Goode Jones Law School Federalist Society, September 6, 2012.
- Debate, "A Health Care Recap," Syracuse University Law School Federalist Society Chapter, September 5, 2012.
- Debate, "The Obamacare Ruling," Cornell University Law School Federalist Society Chapter, September 4, 2012. http://www.cornellfedsoc.org/2012/08/23/a-debate-the-obamacare-ruling/
  http://www.lawschool.cornell.edu/spotlights/Law-School-Hosts-Debate-on-Obamacare-Ruling.cfm
- "Supreme Court Round-Up," Pennsylvania State University Law School Federalist Society Chapter, August 30, 2012.
- Debate, "*Florida v. HHS*," National Association of Appellate Court Attorneys, Washington DC, July 22, 2012.
- Panelist, "What to Make of the Supreme Court's Obamacare Ruling," Maverick PAC Annual Conference, Dallas, July 22, 2012.

- "Breaking Down the Supreme Court's Health Care Ruling," Lorman Audio/Web Conference, July 12, 2012.
- Facilitator, National Rent Control Strategy Conference, Washington, July 11, 2012.
- "The Supreme Court's Obamacare Ruling: What Does It All Mean?" Cato Policy Forum, July 2, 2012. http://www.cato.org/event.php?eventid=9163
- "The Supreme Court's Obamacare Ruling: What Does It All Mean?," Cato Sponsor E-Briefing, June 29, 2012.
- "Bailouts and Bankruptcy Law," Thomas M. Cooley Law School (Lansing, MI) Federalist Society Chapter, June 21, 2012.
- "Limits on Government from 1789 to Obamacare," Washington Scholars Special Lecture, Cato Institute, June 18, 2012.
- "The Role of Libertarian Think Tanks in Restoring the Constitutional Order," Goldwater Institute, Phoenix, June 7, 2012.
- Panel, "Health Care Reform's Big Test: Commerce and the Constitution," National Constitution Center, Philaldelphia, June 6, 2012. http://constitutioncenter.org/calendar/health-care-reforms-big-test-commerce-and-the-constitution http://blog.constitutioncenter.org/2012/06/what-happens-after-the-court-rules-on-health-care/
- Panel, "Perspectives From The Hill: The Road Ahead For Healthcare," Jefferies & Co. Healthcare Conference, New York City, June 5, 2012.
- Debate, "Is Obamacare Constitutional?" Bowdoin College Peucinian Society, May 3, 2012.
- "Obamacare at the Supreme Court," American Society of Anesthesiologists, Washington DC, May 1, 2012.
- "Obamacare at the Supreme Court," Laffer Group Policy Conference, Washington DC, April 27, 2012.
- Moderator, "Assessments of the Current U.S. Immigration System," Cato Conference on "Is Immigration Good for America?" April 26, 2012. http://www.cato.org/event.php?eventid=8798
- "Is Obamacare Constitutional?" Arkansas Tech, April 19, 2012.
- "Is Obamacare Constitutional?" Furman University (Greenville, SC), April 16, 2012. http://vimeo.com/40498002
- Panelist, "The Constitution and the Poor," Drake University (Des Moines) Conference, April 14, 2012.
- "Obamacare at the Supreme Court," Republican Jewish Coalition—Chicago Chapter, April 11, 2012.
- "The Constitutionality of Obamacare," Chicago-Kent Law School Federalist Society Chapter, April 11, 2012.
- Debate, "The Constitutionality of PPACA/'Obamacare,'" John Marshall University Law School Federalist Society Chapter, April 11, 2012.
- Debate, "Is Obamacare Constitutional?" Northern Illinois University Law School Federalist Society Chapter, April 10, 2012. http://www.youtube.com/watch?v=k8tVZ6AtyeE&feature=email http://www.niufedsoc.org/obamacare-jones-v-shapiro.html
- Debate, "The Constitutionality of the Affordable Care Act," Widener University Law School (Harrisburg, PA) Federalist Society Chapter, April 5, 2012.
- "Obamacare at the Supreme Court," Republican Jewish Coalition—Philadelphia Chapter, April 4, 2012.
- Debate, "Same-Sex Marriage, States' Rights, and the Constitution," University of Pennsylvania Law School Federalist Society Chapter, April 4, 2012.
- Debate, "Mandates and Medicine: What Can the Government Do to Reform Our Health Care System?" Rutgers University (Camden) Law School Federalist Society Chapter, April 2, 2012.
- "Why *Citizens United* Is Both More and Less Important Than You Think," St. Thomas University Law School (MN) Journal of Law & Public Policy Symposium, Minneapolis, March 30, 2012. http://www.stthomas.edu/law/events/citizens-united-v-federal-election-commission-jlpp-spring-symposium.html
- Debate, "Is the Affordable Care Act Constitutional?" Harvard Business School Alumni Health Program, March 29, 2012.

- Debate, “The Constitutionality of Obamacare,” Boston University Law School Federalist Society Chapter, March 29, 2012.
- “Health Reform in the Courts,” American College of Surgeons Advocacy Summit, Washington, March 26, 2012.
- Moderator, “Obamacare in the Supreme Court,” Cato Conference, March 23, 2012. http://www.cato.org/event.php?eventid=9074 http://www.cato.org/multimedia/events/obamacare-supreme-court-panel-1-individual-mandate-severability
- “Obamacare: Is It Unconstitutional, and How Will The Supreme Court Rule?, Tampa Federalist Society Lawyers Chapter, March 22, 2012.
- “Obamacare – How Will the Supreme Court Rule?” Tallahassee Federalist Society Lawyers Chapter, March 21, 2012.
- Panel, “Hyper-Partisanship and the Law’s Guardians,” Georgetown Journal of Law & Public Policy Symposium, March 20, 2012.
- Panelist, Moot Court for *NFIB v. Sebelius* (Anti-Injunction Act Issue), Heritage Foundation, Washington, March 20, 2012.
- Keynote Lunch Address, CERA Annual Conference, Washington, March 19, 2012.
- “What Will the Supreme Court Do With Obamacare?” Cato City Seminar, New York City, March 16, 2012. http://www.cato.org/event.php?eventid=8827
- “*Perry v. Perez* and the Future of Redistricting,” Federalist Society Teleforum, March 15, 2012. http://www.fed-soc.org/publications/detail/redistricting-litigation-update-podcast
- “Is Obamacare Constitutional?” Caesar Rodney Institute Fourth Annual Dinner, Wilmington, DE, March 14, 2012.
- Debate, “The Constitutionality of the Affordable Health Care Act,” Catholic University Law School Federalist Society Chapter, March 13, 2012.
- “SB 1070: Constitutional But Bad Policy,” Phoenix Federalist Society Lawyers Chapter, March 9, 2012.
- “The Constitutionality of Health Care Reform” Arizona State University Law School Federalist Society Chapter, March 8, 2012.
- Debate, “Is Obamacare Constitutional?” University of Phoenix Law School Federalist Society Chapter, March 7, 2012.
- “A Panel Discussion on the Constitutionality of the PPACA (“Obamacare”),” University of Arizona Law School Federalist Society Chapter, March 7, 2012.
- Debate, “Is Obamacare Constitutional?” Southern Methodist University Law School Federalist Society Chapter, March 6, 2012.
- “*Citizens United*, SuperPACs, and the 2012 Elections,” Republican Jewish Coalition—Phoenix Chapter, March 4, 2012.
- “Advancing Liberty Through Law: Twenty Years in Perspective,” Cato Benefactors Summit, Palm Beach, FL, February 25, 2012.
- “Why the Immigration System is the Worst Part of the US Government and How to Reform It,” University of Southern California Law School Federalist Society Chapter, February 21, 2012.
- “*Citizens United*, SuperPACs, and the 2012 Elections,” Republican Jewish Coalition—Orange County Chapter, February 20, 2012.
- “What Will the Supreme Court Do With Obamacare?” The Foolish Things Salon, Honolulu, February 16, 2012. http://www.inversecondemnation.com/inversecondemnation/2012/02/ilya-shapiro-cato-institute-in-hawaii-speaking-about-obamacare-supreme-court-cases.html
- “The U.S. Supreme Court: Impact on Hawaii,” Talk Radio Talk Story hosted by Grassroot Institute of Hawaii, Honolulu, February 16, 2012. http://new.grassrootinstitute.org/ai1ec_event/cato-senior-fellow-shapiro-to-feature-at-february-grih-talk-radio-talk-story/?instance_id=8
- Debate, “Is Obamacare Constitutional?” University of Hawaii Law School Federalist Society Chapter, February 16, 2012.
- “The U.S. Supreme Court: Impact on Hawaii,” Laissez Faire Society at Hawaii Pacific University, February 15, 2012.

- "Government <3's Bailouts," Pepperdine University Law School Federalist Society Chapter, February 13, 2012.
- "*Citizens United*, SuperPACs, and the 2012 Elections," Republican Jewish Coalition—LA Chapter, February 13, 2012.
- "The Commerce Clause: Has the Federal Government Exceeded Its Power to Regulate Interstate Commerce?" College of Charleston Political Economy Club, Charleston, SC, February 10, 2012
- Panel, "Immigration and States' Rights," Law & Society Symposium, Charleston (SC), February 10, 2012.
- Debate, "Are Corporations People? Does It Matter?" Charleston (SC) Law School Federalist Society Chapter, February 9, 2012.
- "Why Obamacare is Unconstitutional (and the Prospects for Success in the Legal Challenge)," University of Denver Law School Federalist Society Chapter, January 30, 2012.
- Debate, "Is Obamacare Constitutional?" University of Colorado-Boulder Law School Federalist Society Chapter, January 26, 2012.
- "The Libertarian State of the Union," Cato Capitol Hill Briefing, January 24, 2012. http://www.c-span.org/Events/Cato-Presents-the-quotLibertarian-State-of-the-Unionquot/10737427419/ http://www.cato.org/multimedia/cato-video/ilya-shapiro-constitution
- "Justice Thomas's Concurrence in *McDonald*: What It—and Therefore the Privileges or Immunities Clause—Means for Future Right to Keep and Bear Arms-related Litigation," NRA Civil Rights Seminar, Washington, January 7, 2012. http://vimeo.com/34767658 http://www.alicemariebeard.com/scholars/
- "An Update on Obamacare Litigation," Cato Institute State Health Policy Summit, Albuquerque, NM, January 6, 2012.
- "A Long, Strange Trip: Challenging the Constitutionality of Obamacare," Goldwater Institute, Phoenix, January 3, 2012.
- Panel, "Constitutionality of Individual Mandate and the Future of Health Reform Implementation," American Health Insurance Plans (AHIP) Fall Forum, Chicago, November 16, 2011.
- "Obamacare, Immigration, and Affirmative Action: A Look at the Supreme Court's 'Term of the Century," Cato Sponsor E-Briefing, November 14, 2011.
- Debate, "The Future of the Affordable Care Act," Georgetown University Law Center Federalist Society Chapter, November 2, 2011.
- "Supreme Court Preview," University of Mississippi Law School Federalist Society Chapter, October 31, 2011.
- "Is Obamacare Constitutional?" New Orleans Federalist Society Lawyers Chapter, October 28, 2011.
- "The Constitutionality of the Individual Mandate," Pittsburgh University Law School Federalist Society Chapter, October 27, 2011.
- Debate, "Obamacare & the Individual Mandate: Constitutional or Abuse of Power?" Duquesne University Law School Federalist Society Chapter, October 26, 2011.
- "Supreme Court Fast Forward: The Commerce Clause *After* ObamaCare," University of Akron Law School Federalist Society Chapter, October 25, 2011.
- Webinar, "Let's Settle This: The Constitutionality of the Affordable Care Act and the Likely Fallout of the High Court's Ruling," BNA CLE Program, October 20, 2011.
- Debate on Constitutionality of Obamacare, Health Law & Policy Class, Georgetown University Law Center, October 20, 2011.
- "Is Obamcare Constitutional?" University of Tennessee Law School Federalist Society Chapter, October 19, 2011.
- "ObamaCare's Constitutional Hurdles: The Path to the Supreme Court," Vanderbilt University Law School Federalist Society Chapter, October 18, 2011.
- "D.C. Voting Rights," Arlington-Falls Church Young Republicans, October 17, 2011.
- "Effecting Change in Health Care Legal Policy and Beyond," American University Washington Semester Program, October 12, 2011.

- "President Obama's Judicial Nominations: What We've Learned and What We Can Expect," Albany Federalist Society Lawyers Chapter, October 11, 2011.
- Debate, "The Health Care Debate: Dissecting the Constitution," Syracuse University Law School Federalist Society Chapter, October 11, 2011.
- Debate, "*Brown v. Entertainment Merchants Association*," Computer & Technology Law Journal Symposium, October 5, 2011.
- Debate, "Preemption by Executive Whim," Yale University Law School, October 4, 2011.
- Debate, "Citizens United and the Future of Campaign Finance Regulation," Rutgers (Newark) Law School Federalist Society Chapter, October 4, 2011.
- "The Supreme Court Review: Looking at Last Year's and This Year's Terms," Quinnipiac University Law School Federalist Society Chapter, October 3, 2011.
- "Supreme Court Preview," Roger Williams University Law School Federalist Society Chapter, October 3, 2011.
- "The Individual Mandate and the Supreme Court," ALEC Legislative Leaders Health Care Forum, Austin, October 1, 2011.
- Debate, "Is Obamacare Unconstitutional?" Universiry of Iowa Law School Federalist Society Chapter, September 29, 2011.
- Debate, "Is Obamacare Constitutional?" University of Nebraska Law School Federalist Society Chapter, September 28, 2011.
- Debate, "What Role Should Foreign Law Play in Constitutional Interpretation?" University of Florida Federalist Society Chapter, September 21, 2011.
- "Is Obamacare Constitutional?" Orlando Federalist Society Lawyers Chapter, September 20, 2011.
- "Why Rule of Law Is Essential to Economic Development," University of Texas Law School Federalist Society Chapter, September 19, 2011.
- "Is Obamacare Constitutional?" Austin Federalist Society Lawyers Chapter, September 19, 2011.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 18, 2011. http://www.cato.org/events/ccs2011/index.html
- Debate, "The Arizona Immigration Law, Sanctuary Cities, and Secure Communities: What Can States do About Illegal Aliens?" University of Virginia Law School Federalist Society Chapter, September 14, 2011.
- "Effecting Policy Change: A Constitutional Perspective," Congressional Youth Leadership Council, Washington, July 20, 2011.
- "Supreme Court Roundup: Lessons from the 2010 Term," Greenville (SC) Federalist Society Lawyers Chapter, July 19, 2011.
- Guest Speaker, "The American Public Policy Process," Georgetown University Graduate Class, June 29, 2011.
- Debate, "Is the Health Law Constitutional?" American University Washington College of Law, June 24, 2010. http://www.wcl.american.edu/lawandgov/summer/documents/2011CalendarforWeb.pdf?rd=1
- "Limits on Government from 1789 to Obamacare," Washington Scholars Special Lecture, Cato Institute, June 15, 2011.
- Debate, "Is the Patient Protection and Affordable Health Care Act Constitutional?" Rochester (NY) Federalist Society Lawyers Chapter, June 9, 2011. http://www.fed-soc.org/events/detail/is-the-patient-protection-and-affordable-health-care-act-constitutional
- Debate, "Is Obamacare Constitutional?" University of Richmond Law School Federalist Society Chapter, April 21, 2011. http://mms.tveyes.com/Transcript.asp?StationID=2890&DateTime=4%2F21%2F2011+5%3A08%3A27+PM&Term=Cato+Institute&PlayClip=TRUE
- Debate, "Is Obamacare Constitutional?" University of Denver Law School Federalist Society Chapter, April 18, 2011.
- Debate, "Is Obamacare Constitutional?" Fordham University Law School Federalist Society Chapter, April 14, 2011.

- Debate, “Is President Obama’s Health Reform Constitutional?” Amherst College Political Union, April 12, 2011.
- Debate, “Same Sex Marriage: Does the Constitution Require Overturning California’s Proposition 8?” Syracuse University Law School Federalist Society Chapter, April 8, 2011.
- Debate, “Fixing Our Immigration System? What’s Good Policy? What’s Constitutional?” University of Louisville Law School Federalist Society Chapter, April 6, 2011.
- “The Health Care Reform Law: What Are its Constitutional Implications?” University of Kentucky Law School Federalist Society Chapter, April 6, 2011.
- “Is Obamacare Constitucional?” Stillman College (Tuscaloosa, AL), March 30, 2011.
- Panel, "Left, Right, and the Constitution: Debating the Constitutionality of the Health Care Reform Law,” Yeshiva University Cardozo Law School, March 29, 2011.
- Panel, “Health Care Panel,” Widener University (Wilmington, DE) Law School Federalist Society, March 28, 2011. http://law.widener.edu/NewsandEvents/Articles/2011/de033011fedsocietyhealthcare.aspx
- Panel, “*PPL Montana v. Montana*,” University of Montana Law School Federalist Society Chapter, March 23, 2011.
- Debate, “A Discussion About Immigration Policy and How to Reform It,” University of Idaho Law School Federalist Society Chapter, March 22, 2011.
- Panel, “Gun Rights and the Second Amendment: A Panel Discussion of *Heller* and the Policies that Reduce Gun Violence,” Gonzaga University Law School Federalist Society Chapter, March 21, 2011.
- Debate, “Will Health Reform Survive?” UCLA Law School, March 17, 2011.
- “Supreme Court Review,” Loyola University (New Orleans) Law School Federalist Society Chapter, March 16, 2011.
- “Is the Patient Protection and Affordable Care Act (“Obamacare”) Unconstitutional?” Tulane University Law School Federalist Society Chapter, March 15, 2011.
- Panel, “Corporate Rights,” John Marshall Law School Law Review Symposium on “The Impact of *Citizens United*: Corporate Speech in the 2010 Elections,” March 4, 2011.
- Panel, “The Constitutionality of the Health Care Mandate,” Indiana University/Purdue University-Indianapolis Law School Federalist Society Chapter, March 3, 2011.
- Debate, “Judicial Activism,” Southern Methodist University Law School Federalist Society Chapter, February 23, 2011.
- Debate, “A Special Discussion About Health Care,” University of Arkansas Law School Federalist Society Chapter, February 22, 2011. http://www.nwaonline.com/news/2011/feb/23/legal-experts-argue-health-care-overhaul-20110223/ http://www.youtube.com/watch?v=oBbtbQ9lAWo
- “Are There Any Limits on Federal Power?” International Students for Liberty Annual Conference, Washington, February 20, 2011. http://politicalconferences.org/2010/07/2011-international-students-for-liberty-conference/
- Panelist, Moot Court for *Bond v. United States*, Heritage Foundation, Washington, February 18, 2011.
- Debate, “Obamacare: Extending Constitutional Power, or Just the National Debt?” University of Akron Law School Federalist Society Chapter, February 16, 2011.
- Moderator and Organizer, “Is Dodd-Frank Constitutional?,” Cato Institute Policy Forum, February 15, 2011. http://www.cato.org/event.php?eventid=7732
- Debate, “Legal Challenges to Health System Reform,” AMA National Advocacy Conference, Washington, DC, February 10, 2011. http://www.ama-assn.org/ama/pub/advocacy/get-involved/national-advocacy-conference/highlights.shtml
- Debate, “The Constitutionality of Obamacare,” Brooklyn Law School Federalist Society Chapter, February 9, 2011.
- Panel, “Federal Courts, Inc.?” American Constitution Society Conference, NYU Law School, February 8, 2011.

- Debate, “Developing the Rule of Law: Comparative Constitutionalism and Reflections from Iraq,” NYU Law School Federalist Society Chapter, February 7, 2011.
- Debate, “The Use of Foreign Law in Constitutional Interpretation,” University of Utah Law School Federalist Society Chapter, January 24, 2011.
- Debate, “The Constitutionality and Proposed Repeal of Obamacare,” Brigham Young University Law School Federalist Society Chapter, January 20, 2011. http://www.law2.byu.edu/videos_index/Federalist%20society%201-20-11.wmv
- “Why Obamacare is Unconstitutional & Prospects for Success in Challenging it in the Courts” University of Wyoming Law School Federalist Society Chapter, January 19, 2011.
- Debate, “Is Obamacare Constitutional? Its Effect on Free Markets” University of Colorado-Boulder Law School Federalist Society Chapter, January 18, 2011.
- Debate, “Point\Counterpoint: Diagnosing the Constitutionality of Federal Health Care Reforms,” Council of State Governments National Conference, Providence, December 4, 2010. http://www.csg.org/events/2010NationalConference/agenda.aspx
- Panel, “Everything You Wanted to Know About Health Reform, But Were Afraid to Ask,” American Legislative Exchange Council’s 2010 States and Nation Policy Summit (Washington, DC), December 1, 2010.
- “The Chrysler Bailout: Subverting the Constitution,” Thomas M. Cooley Law School (Auburn Hills, MI) Federalist Society Chapter, November 23, 2010.
- “Justice Kennedy: A Faint-Hearted Libertarian?” Detroit-Mercy Law School Federalist Society Chapter, November 22, 2010.
- “Health Care Reform: The Individual Mandate and the Constitution,” University of Michigan Law School Federalist Society Chapter, November 22, 2010.
- Panel Organizer and Moderator, “Election Roundup 2010,” America’s Future Foundation (Washington), November 17, 2010. http://americasfuture.org/blog/2010/11/election-roundup-2010-tea-party-takeover-or-return-to-the-norm/
- Panel, ”*ACSTO v. Winn:* The Battle Over School Choice and the Meaning of the Establishment Clause,” Catholic University Law School, November 17, 2010.
- Guest Lecture, “*Snyder v. Phelps* and *Schwarzenegger v. EMA*,” Trenton (ON) High School, Harlan Institute Skype-a-thon, November 16, 2010.
- Panel, “Obamacare: Is it Constitutional?” Cumberland University (AL) Law School Federalist Society Chapter, November 16, 2010.
- “Alice in Wonderland: The Constitutional Future of ObamaCare,” University of Alabama Law School Federalist Society Chapter, November 15, 2010.
- “Cure, Botch or Opiate? Law, Politics, & the Constitutionality of the Patient Protection and Affordable Care Act,” Florida International University Law Review Symposium, November 12, 2010.
- “How I Got My Green Card or Why the Immigration System Is the Worst Part of the U.S. Government (and How to Reform It)" St. Thomas University (Miami) Law School Federalist Society Chapter, November 11, 2010.
- Debate, “Use of Foreign Law in Constitutional Interpretation,” Florida International University (Miami) Law School Federalist Society Chapter, November 10, 2010.
- “The Arizona Immigration Law: Constitutional? Good Policy?” St. Mary’s University (San Antonio) Law School Federalist Society Chapter, November 9, 2010.
- “Oh, That Rent-Seeking Mickey Mouse: Intellectual Property and Public Choice Theory,” Texas-Wesleyan (Fort Worth) Law School Federalist Society Chapter, November 8, 2010.
- Debate, “Health Care Reform and the Constitution,” University of Maryland Law School (Baltimore), November 4, 2010. http://www.law.umaryland.edu/programs/health/reformspeakers/index.html
- Debate, “Judicial Activism: Implications on Jurisprudence, Societal Norms, and the Character of Citizens,” University of California-Berkeley Law School Federalist Society Chapter, October 28, 2010.
- Debate, “Is Obamacare Constitutional?” Pacific University (Sacramento) McGeorge Law School Federalist Society Chapter, October 27, 2010.

- Debate, “Debating the Constitution: A Conversation on Constitutional Interpretation,” Stanford University Law School Federalist Society Chapter, October 26, 2010.
- Panel, “Citizens Divided on *Citizens United*: Campaign Finance Reform and the First Amendment," Nexus Journal of Law & Policy Symposium, Chapman University Law School, October 22, 2010.
- “Guns, Dog Fights, and Corporate Political Speech: Another Year at the Supreme Court,” Orange County Lawyers Federalist Society Chapter, October 21, 2010. [OT09-10] http://ocfederalist.blogspot.com/2010/09/ilya-shapiro-of-cato-institute-on-guns.html
- Panel, “Drawing the Line on Immigration: Defining the Borders of Comprehensive Immigration Reform,” Chapman University Law School Federalist Society Chapter, October 20, 2010.
- “SB 1070 and Beyond: Why the Immigration System Is the Worst Part of the U.S. Government and How to Reform It,” University of Southern California Federalist Society Chapter, October 19, 2010.
- “Judicial Activism in the Defense of Liberty is No Vice,” Cato Interns Seminar, October 15, 2010.
- “Is Obamacare Constitutional?” Willamette University Law School Federalist Society Chapter, October 13, 2010.
- “The Constitutionality of Obamacare,” Portland Federalist Society Lawyers Chapter, October 12, 2010.
- Panel, “Health Care Reform: What It Means for the Market, the Constitution, and Oregon,” Lewis & Clark University Law School Federalist Society Chapter, October 12, 2010. http://lawmedia.lclark.edu/LawMedia/Viewer/?peid=beca0c41832142d6a39a46a851a070981d
- Panel, “Explore the shifting composition and future direction of the U.S. Supreme Court,” Missouri Bar Annual Meeting, Columbia, MO, September 30, 2010. http://www.mobar.org/data/am2010/plenary.htm
- “The Constitutionality of the Individual Mandate,” University of Missouri Law School Federalist Society Chapter, September 30, 2010.
- “Obamacare and Proposition C,” Kansas City Federalist Society Lawyers Chapter, September 29, 2010. http://kcfedsoc.org/index.php/events/ilya-shapiro-september-29-2010/
- Debate/Panel, “The Health Care Reform Act: What It Means for the Market, the Constitution, and You,” University of Kansas Law School Federalist Society Chapter, September 28, 2010.
- Debate, “The PPACA: Is the Constitution Ready?” University of Illinois Law School Federalist Society Chapter, September 22, 2010.
- “Supreme Court Preview,” Northwestern Law School Federalist Society Chapter, September 21, 2010.
- “Is the Health Care Reform Constitutional?” Loyola Law School (Chicago) Federalist Society Chapter, September 20, 2010.
- Panelist, “The Supreme Court and the Future of Economic Liberty,” Cato Capitol Hill Briefing, September 17, 2010. http://www.cato.org/event.php?eventid=7277
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 16, 2010. http://www.cato.org/events/ccs2010/index.html
- Debate, “The Constitutionality of the Individual Mandate,” Harvard University Law School Federalist Society Chapter, September 14, 2010. http://www.law.harvard.edu/media/2010/09/14_fs.mp4 http://www.cato.org/mediahighlights/index.php?radio_id=1114
- “Supreme Court Preview,” Boston University Law School Federalist Society Chapter, September 13, 2010.
- Panel, “U.S. v. Your State: A Discussion on the recent case filing of U.S. v. AZ,” Liberty University Law School Federalist Society Chapter, September 10, 2010.
- Panel, “The Health Care Reform Act: What It Means for the Market, the Constitution, and You,” University of Virginia Law School Federalist Society Chapter, September 8, 2010.
- “What’s New at the Supreme Court?” Arlington-Falls Church Young Republicans August Meeting, August 16, 2010.

- "The State of the Judiciary: How Constitutional Corruption Has Led to Perverted Confirmation Processes," Washington Scholars Special Lecture, Cato Institute, July 21, 2010.
- "The Constitution and the Courts," Tocqueville Fellows Washington Seminar, Cato Institute, July 19, 2010.
- Debate, "*Citizens United*, Republic Divided: Campaign Finance Law After *Citizens United*," American University Washington College of Law, June 24, 2010. http://www.wcl.american.edu/lawandgov/summer/documents/summercalendar.pdf?rd=1 http://www.makenolaw.org/blog/5-politicalspeech/24-citizens-united-debate http://electionlawblog.org/archives/016279.html
- Debate, "Is Obamacare Constitutional?" University of Washington Law School Federalist Society Chapter, May 27, 2010. http://www.uwtv.org/programs/displayevent.aspx?rID=31653&fID=6910
- "Justice Elena Kagan? What the President's Choice Tells Us About the Modern Court and Confirmation Process," Puget Sound Federalist Society Lawyers Chapter, Seattle, May 26, 2010.
- Panel, "Is ObamaCare Good for Patients, Doctors, Employers, & State Budgets?", Mississippi Lawyers Federalist Society Chapter, Jackson, MS, May 13, 2010. http://www.youtube.com/user/MississippiPolicy#p/u/9/CUQjXfcD3_Y
- "Is ObamaCare Good for Patients, Doctors, Employers, & State Budgets?" Baptist Hospital Doctors' Breakfast (hosted by Mississippi Lawyers Federalist Society Chapter and Mississippi Center for Public Policy), Jackson, MS, May 13, 2010.
- "Is Obamacare Constitutional?" Utah Taxes Now Conference (Utah Taxpayers Association), Salt Lake City, May 11, 2010. http://peoplewhomakethings.blogspot.com/2010/04/posts-for-april-27-2010.html
- "Is Obamacare Constitutional?" Oberlin College (OH) Ronald Reagan Political Lectureship Series, May 4, 2010.
- Debate, "Is Obamacare Constitutional?" University of Chicago Law School Federalist Society Chapter, April 30, 2010. http://www.megavideo.com/?v=GO8JFMWN http://www.georgebushvideos.net/is-obamacare-constitutional-a-uchicago-debate-shapiro-vs-strauss
- Debate, "Is Obamacare Constitutional?" John Marshall Law School Federalist Society Chapter, April 29, 2010.
- Panel, "Dismantling Obamacare," Liberty Summit, Washington, April 15, 2010.
- Panelist, Moot Court for *Jackson v. D.C. Board of Elections*, Heritage Foundation, Washington, April 14, 2010.
- Panelist, Moot Court for *Doe v. Reed*, Heritage Foundation, Washington, April 14, 2010.
- Debate, "Chrysler's Bailout: Necessary Intervention or Constitutionally Bankrupt?" Columbia University Law School Federalist Society Chapter, April 13, 2010. http://www.pointoflaw.com/archives/2010/04/federalist-cale.php
- "Campaign Finance, Animal Cruelty, and Religious Groups in Schools: Another Year at the Supreme Court," Florida Coastal University Law School, Federalist Society, April 6, 2010.
- "Cato and the Courts," Wagner College Pre-Law Society, Washington, April 5, 2010.
- "The Constitution, the Courts, and Cato" Close Up Foundation Program for New Americans, Washington, April 5, 2010.
- Lecture on First Amendment to Constitutional Law Class, FAMU Law School, March 24, 2010.
- Panel, "Free Speech of Animal Cruelty: *United States v. Stevens*," FAMU Law School Federalist Society Chapter, March 24, 2010.
- "*McDonald v. Chicago* and the Future of an Individual's Right to Bear Arms," University of Nevada-Las Vegas Federalist Society Chapter, March 4, 2010.
- Panelist, "*McDonald v. City of Chicago* and the Future of Gun Regulation," Cato Institute Capitol Hill Briefing, March 3, 2010. http://www.cato.org/event.php?eventid=6903
- "*Keeping Pandora's Box Sealed* and a Discussion of the *McDonald v. City of Chicago* Argument," Georgetown Journal of Law & Public Policy/Federalist Society Chapter, March 2, 2010.
- Panelist, "*McDonald v. City of Chicago*: The Privileges or Immunities Clause," Cato Institute Policy Forum, March 1, 2010. http://www.cato.org/event.php?eventid=6829

- "Peek-a-boo, I See a Constitutional Violation," University of Phoenix Law School Federalist Society Chapter, February 25, 2010.
- "Beyond Gun Control: *McDonald v. Chicago* and Incorporation of the Bill of Rights," American Bar Association CLE Teleconference, February 25, 2010.
- "Why the Immigration System is the Worst Part of the US Government- and How to Fix It," Arizona State University Law School Federalist Society Chapter, February 25, 2010.
- Debate, "Judicial Activism in the Defense of Liberty is No Vice," University of Arizona Law School Federalist Society Chapter, February 24, 2010.
- "*McDonald v. City of Chicago*," University of New Mexico Law School Federalist Society Chapter, February 23, 2010.
- Debate, "Judicial Activism: Implications on Jurisprudence, Societal Norms, and the Character of Citizens," University of California-Davis Law School Federalist Society Chapter, February 18, 2010.
- Debate, "The Future of the Akaka Bill: Where Do We Go From Here?" University of Hawaii Law School Federalist Society Chapter, February 10, 2010. http://www.honoluluadvertiser.com/article/20100208/BREAKING01/100208031?source=rss_breaking
- "So You Think You Know Libertarianism?" Florida State University Law School Federalist Society Chapter, February 3, 2010.
- "Campaign Finance After *Citizens United*: What Now?" Cato Institute Hill Briefing, February 2, 2010. http://www.cato.org/event.php?eventid=6904
- "Should the Second Amendment Be Applied to the States?" Suffolk University Law School Federalist Society Chapter, January 27, 2010.
- "Incorporation of the 2nd Amendment: *McDonald v. City of Chicago*," Boston College Law School Federalist Society Chapter, January 27, 2010.
- Panel, "Why the Immigration System is the Worst Part of the U.S. Government, and How to Reform It," Roger Williams Law School Federalist Society Chapter, January 26, 2010.
- Organizer, "Liberating Bone Marrow Donors" Cato Institute Policy Forum, Washington, January 19, 2010. http://www.cato.org/event.php?eventid=6833
- Participant and Presenter, NRA Conference on the Second Amendment, New Orleans, January 8-10, 2010. http://armsandthelaw.com/archives/2009/12/upcoming_legal.php
- Panelist, Moot Court for *Briscoe v. Virginia*, Heritage Foundation, Washington, January 7, 2010.
- "Judicial Activism in the Defense of Liberty is No Vice," Cato Interns Seminar, December 2, 2009.
- Post-Argument Panel, *Stop the Beach Renourishment v. Florida Dept. of Environmental Protection*, Georgetown University Law School, December 2, 2009.
- "The Looming Danger of Transnational Progressivism," Washington University (St. Louis) Federalist Society Chapter, November 17, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" St. Louis University Federalist Society Chapter, November 16, 2009.
- "How I Got My Green Card *or* Why the Immigration System is the Worst Part of the U.S. Government (and How to Reform It)," Yeshiva University Cardozo Law School Federalist Society Chapter, November 5, 2009.
- Debate, "The Chrysler Bankruptcy," Seton Hall University Law School Federalist Society Chapter, November 4, 2009.
- Guest Speaker, George Washington University Law School Legal Writing Program, November 3, 2009.
- Panel, "Drawing a Line in the Sand? Florida Beach Case Asks U.S. Supreme Court to Recognize Novel Category of Property Takings," Environmental Law Institute (Washington), November 3, 2009. http://www.eli.org/Seminars/event.cfm?eventid=500
- Panelist, Moot Court for *Graham v. Florida* and *Sullivan v. Florida*, Heritage Foundation, Washington, November 2, 2009.
- "What Can We Expect from the Supreme Court This Term?" Northern Kentucky University Chase College of Law Federalist Society Chapter, October 29, 2009. http://chaselaw.nku.edu/events/archives.php?item=1752&searchstring=&year=

- "Is Hillary Clinton Unconstitutional? The Long Strange Trip of the Emoluments Clause," University of Dayton Law School Federalist Society Chapter, October 28, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" University of Miami Law School Federalist Society Chapter, October 27, 2009. http://www.law.miami.edu/news.php?article=1364
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Florida International University Law School Federalist Society Chapter, October 26, 2009.
- Organizer and Moderator, "The Conservative and Libertarian Legal Movement: A Conversation with Dr. Roger Pilon," Washington, October 22, 2009.
- Moderator and Organizer, "Whither Afghanistan?" America's Future Foundation, Washington, October 21, 2009.
- "A New Justice, a New Court: What Can We Expect from the Supreme Court This Year?" George Mason University Law School Federalist Society Chapter, October 13, 2009.
- "The Supreme Court: A Preview of What to Expect: 2009-2010 Term with Justice Sotomayor," Pennsylvania State University Dickinson School of Law Federalist Society Chapter, October 8, 2009.
- Panelist, Moot Court for *Alvarez v. Smith*, Heritage Foundation, Washington, October 7, 2009.
- Panelist, "Personal Perspectives on the Rule of Law in Iraq," Philadelphia Federalist Society Lawyers Chapter, October 6, 2009.
- Debate, "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" University of Pennsylvania Law School Federalist Society Chapter, October 5, 2009. http://www.law.upenn.edu/cf/newsroom/videoaudio/internationalLawInUsJurisprudence.html
- "How I Got My Green Card *or* Why the Immigration System is the Worst Part of the U.S. Government (and How to Reform It)," Thomas M. Cooley Law School Federalist Society Chapter (Auburn Hills Campus), October 1, 2009.
- Debate, "Affirmative Action vs. Reverse Discrimination: A Debate on the *Ricci* Firefighter Case, Justice Sotomayor, and the Future of Our Courts," University of Toledo Law School Federalist Society Chapter, October 1, 2009. http://www.toledoonthemove.com/community/calendar.aspx?display=event&evHighlight=64296&sDate=10/1/2009 http://www.lucente.org/blog/index.php?itemid=803
- Debate, "*Ricci v. DeStefano* and the Future of Affirmative Action," Ohio Northern University Law School Federalist Society Chapter, September 30, 2009.
- "Strip Searches, Fire Fighters, and 'Weapons versus Whales': Another Year at the Supreme Court," Capital University Law School Federalist Society Chapter, September 30, 2009. [review of October Term 2008/preview of October Term 2009]
- "Why Rule of Law is Essential to Economic Development," University of Cincinnati Law School Federalist Society Chapter, September 30, 2009.
- Panel, "Rule of Law in Iraq," Chicago-Kent College of Law Federalist Society Chapter, September 24, 2009.
- Debate, "Under Fire: The Second Amendment after *Heller*," DePaul University Law School Federalist Society Chapter, September 24, 2009.
- Organizer and Moderator, Cato Constitution Day Symposium, Washington, September 17, 2009. http://www.cato.org/events/ccs2009/index.html
- "Immigration and the Constitution," Montgomery College (Md.), September 15, 2009.
- "Politics in the United States," American University Visit to Cato, September 9, 2009.
- "Strip Searches, Fire Fighters, and 'Weapons versus Whales': Another Year at the Supreme Court," University of Memphis Law School Federalist Society Chapter, September 3, 2009. [review of October Term 2008/preview of October Term 2009]
- "Judicial Activism in the Defense of Liberty is No Vice," University of Mississippi Law School Federalist Society Chapter, September 2, 2009.
- "Judicial Activism in the Defense of Liberty is No Vice," Mississippi College School of Law Federalist Society Chapter, September 2, 2009.

- Debate, "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Tulane University Law School Federalist Society Chapter, September 1, 2009.
- "Oh, That Rent-Seeking Mickey Mouse: Intellectual Property and Public Choice Theory," Louisiana State University Law School Federalist Society Chapter, September 1, 2009.
- "Judicial Activism in the Defense of Liberty is No Vice," Cato Interns Seminar, July 24, 2009.
- CLE-Accredited Audio Webcast, "Title VII After *Ricci v. DeStefano*: Its Impact on Employment Discrimination," West Professional Development, July 23, 2009.
- Panelist, "Hearings on Judge Sotomayor," Princeton Club of Washington, July 16, 2009. http://www.pcw-dc.org/article.html?aid=620
- "The State of the Judiciary: How Constitutional Corruption Has Led to Perverted Confirmation Processes," Washington Scholars Special Lecture, Cato Institute, July 15, 2009.
- "Interest Group Participation in the U.S. Supreme Court's Right to Arms Case," Annual Meeting of the Research Committee on the Sociology of Law, Oñati, Spain, July 8, 2009.
- "From Princeton to Washington," Princeton-in-Washington Alumni Speakers Program, Washington, July 1, 2009.
- Panelist, "The State of the Judiciary," TFAS Legal Studies Institute, Washington, June 23, 2009.
- Conference Call Presentation, "Sotomayor on Foreign and International Law," The Coalition to Preserve American Sovereignty, June 23, 2009.
- "Current Issues in the Law," Houston World Affairs Council Visit to Cato, Washington, May 28, 2009.
- Panelist, "The Worst Supreme Court Cases Ever," TFAS Legal Studies Institute, Washington, May 27, 2009.
- "The Constitution and the Three Branches of Government," Close Up Foundation Program for New Americans, Washington, May 25, 2009.
- Panelist, Moot Court for *NAMUDNO v. Holder*, Heritage Foundation, Washington, April 27, 2009.
- "The Constitution and the Three Branches of Government," Close Up Foundation High School Program, Washington, April 20, 2009.
- Panelist, Moot Court for *Ricci v. DeStefano*, Heritage Foundation, Washington, April 16, 2009.
- Panelist, "The Future of Trade Remedy Litigation After the Supreme Court's *Eurodif* Decision," D.C. Bar International Trade Committee and Litigation Section/ABA International Law Section Luncheon Program, Washington, April 1, 2009.
- Invitee, Philadelphia Society 45th National Meeting, New Orleans, March 27-29, 2009.
- Invitee, Atlas Economic Foundation Teach Freedom Conference, New Orleans, March 27, 2009.
- Debate, "*Medellín v. Texas*: Should Either the World Court or the President Have Authority Over State Courts?" The Ohio State University Law School Federalist Society Chapter, March 17, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Duquesne University Law School Federalist Society Chapter, March 16, 2009.
- "Libel Tourism and Free Speech: Will the First Amendment Protect Us from Terrorists?" Pittsburgh Federalist Society Lawyers Chapter, March 16, 2009.
- "Judicial Activism in the Defense of Liberty is No Vice," Cato Interns Seminar, March 6, 2009.
- "What Does the Second Amendment Really Mean?" University of Pittsburgh Law School Federalist Society Chapter, March 5, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Pennsylvania State University Dickinson College of Law Federalist Society Chapter, March 4, 2009. http://www.dsl.psu.edu/news/CATO.cfm
- "Is Hillary Clinton Unconstitutional?" Georgetown University Law School Federalist Society Chapter, February 27, 2009. [on the Emoluments Clause]
- "Race-Based Government in Paradise? *Hawaii v. OHA* and the Akaka Bill," Dallas Federalist Society Lawyers Chapter, February 24, 2009. http://dallasfedsoc.org/
- Debate, "What Does the Second Amendment Really Mean?" South Texas College of Law (Houston) Federalist Society Chapter, February 23, 2009.
- "Libel Tourism: The Next Front in the War on Terror," University of Louisville Law Review Symposium, February 20, 2009.

- "How I Spent My Summer Vacation: Rule of Law in Iraq," University of Louisville Law School Federalist Society Chapter, February 19, 2009.
- Meeting with Hawaii State Legislators Regarding *Hawaii v. OHA* and the Akaka Bill, Honolulu, February 13, 2009.
- Debate, "Race-Based Government in Paradise? *Hawaii v. OHA*," University of Hawaii Law School Federalist Society Chapter, February 12, 2009. http://www.hawaii.edu/calendar/uh/2009/02/12/9203.html
- "What Can We Expect from the Obama Administration on Judicial Appointments?" Santa Clara (Calif.) University Law School Federalist Society Chapter, February 10, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" San Francisco Federalist Society Lawyers Chapter, February 9, 2009.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Stanford University Law School Federalist Society Chapter, February 9, 2009.
- "How I Spent My Summer Vacation: Rule of Law in Iraq," Princeton Club of Northern California, San Francisco, February 6, 2009. http://pcnc.org/newsletter022009.shtml#06c
- "Libel Tourism: The Next Front in the War on Terror," North Coast (Calif.) Federalist Society Lawyers Chapter, February 5, 2009.
- "What Can We Expect from the Obama Administration on Judicial Appointments?" University of San Francisco Law School Federalist Society Chapter, February 5, 2009.
- "Judicial Nominations: What's Gone Wrong and Can It Be Fixed?" University of San Diego Law School Federalist Society Chapter, February 4, 2009.
- Panelist, "A Conversation on Justice," Fourth Annual H.F. Guggenheim Symposium on Crime in America ("A New Beginning? Exploring the Criminal Challenges Over the Next Four Years"), John Jay College of Criminal Justice, February 2, 2009.
- "What Does the Second Amendment Really Mean? *D.C. v. Heller* and the Right to Bear Arms," Bethesda-Chevy Chase Rotary Club Monthly Lunch, Bethesda, MD, February 3, 2009.
- "Comparative Constitutionalism and the Rule of Law," Presentation to Leadership Institute International Students, Washington, January 28, 2009.
- "Policy Outlooks for the New Administration," Manchester College Seminar at Cato, January 23, 2009.
- "What Can We Expect from the Obama Administration on Judicial Appointments?" Nova Southeastern University Law School Federalist Society Chapter, January 20, 2009.
- "What Can We Expect from the Obama Administration on Judicial Appointments?" St. Thomas University Law School (Miami) Federalist Society Chapter, January 20, 2009.
- "Rod Blagojevich and the Burris Senate Appointment," Republican Youth Majority Weekly Policy Discussion, January 14, 2009.
- Panelist, "Hillary Clinton Constitutionally Ineligible to be Secretary of State?" National Press Club (Washington), December 18, 2008.
- "Judicial Activism in the Defense of Liberty is No Vice," Cato Interns Seminar, December 11, 2008.
- Moderator, "The Policy Debate: More Guns? Less Crime? More Violence? More Liberty?" George Mason University Federalist Society and American Constitution Society Symposium on *D.C. v. Heller*, November 19, 2008. http://www.law.gmu.edu/org/federalist/fs_acs_heller_symposium/agenda
- "*Eloquence and Reason: Creating a First Amendment Culture*," American University Washington College of Law Federalist Society Student Chapter, November 18, 2008. [debate of above-titled book with the author, Robert Tsai]
- "What Can We Expect from the Obama Administration on Judicial Appointments?" John Marshall Law School (Chicago) Federalist Society Chapter, November 10, 2008. http://www.jmls.edu/in_the_loop/previous/2008/11092008/index.shtml
- Panelist, Moot Court for *Bell v. Kelly*, Heritage Foundation, Washington, November 6, 2008.
- Panelist, Career Panel, George Washington University Law School, November 5, 2008.
- "Judicial Nominations: What's Gone Wrong and Can It Be Fixed?" Wake Forest University Law School Federalist Society Chapter, October 28, 2008.

- "Supreme Court Preview: What Does the 2008-09 Term Hold?" Greenville (SC) Federalist Society Lawyers Chapter, October 27, 2008.
- "How I Spent My Summer Vacation: Rule of Law in Iraq," Villanova University Law School Federalist Society Chapter, October 23, 2008.
- "The Rule of Law in Iraq and Implication on the Next President." Widener University (Delaware) Law School Federalist Society Chapter, October 23, 2008.
- Seminar on Rule of Law Issues with Kurdish Young Professionals on State Department-Sponsored Tour of Washington, Cato Institute, October 22, 2008.
- Co-Organizer and Panelist, Post-Screening Discussion of *Advise & Dissent* and Issues Surrounding Judicial Nominations, E Street Cinema, Washington, October 20, 2008. http://www.americanprogress.org/events/2008/10/advdis.html
- "How I Spent My Summer Vacation: Rule of Law in Iraq," University of Miami Law School Federalist Society Chapter, October 20, 2008.
- "Libel Tourism: The Next Front in the War on Terror," Orlando Federalist Society Lawyers Chapter, October 16, 2008.
- "Gitmo, Guns, and Internet Porn: Another Year at the Supreme Court," Florida Coastal School of Law (Jacksonville) Federalist Society Chapter, October 16, 2008. [OT 2007 Review with a focus on *Medellín v. Texas*]
- "How I Spent My Summer Vacation: Rule of Law in Iraq," Florida State University Federalist Society Chapter, October 15, 2008.
- "*Medellin v. Texas*: Why Neither the World Court Nor the President Has Authority Over State Courts," University of Florida Law School Federalist Society Chapter, October 15, 2008.
- "How I Spent My Summer Vacation: Rule of Law in Iraq," Emory University Law School Federalist Society Chapter, October 14, 2008.
- "Gitmo, Guns, and Internet Porn: Another Year at the Supreme Court," Atlanta Federalist Society Lawyers Chapter, October 14, 2008. [OT 2007 Review/OT 2008 Preview]
- Invited Guest, America's Future Foundation Leadership Dinner (with Justice Antonin Scalia), Washington, October 8, 2008.
- "McCain or Obama: Who Would Be Better on Judges?" University of Wisconsin-Madison Law School Federalist Society Chapter, October 6, 2008.
- "How I Spent My Summer Vacation: The Rule of Law in Iraq," University of Chicago Law School Federalist Society Chapter and The Tony Patiño Fellowship, October 2, 2008. http://federalist.uchicago.edu/schedule.html
- "October Term 2008 Preview," University of Baltimore Law School Federalist Society Chapter, October 1, 2008.
- Panelist, Moot Court for *Locke v. Karass*, Heritage Foundation, Washington, September 26, 2008.
- "How I Spent My Summer Vacation: Rule of Law in Iraq," Fordham University Federalist Society Chapter, September 25, 2008.
- "How I Spent My Summer Vacation: Rule of Law in Iraq," St. John's University Federalist Society Chapter, September 24, 2008.
- "McCain or Obama? Implications for the Next Court," Columbia University Federalist Society Chapter, September 24, 2008.
- "Where's the Court Going?" Workshop at the Cato Club 200 Retreat, Kiawah Island, SC, September 19, 2008 (with Roger Pilon).
- "The Constitution, the Court, and the Election," Presentation at the Cato Club 200 Retreat, Kiawah Island, SC, September 19, 2008 (with Roger Pilon).
- Organizer, Moderator, and Panelist, Cato Constitution Day Symposium, Washington, September 17, 2008.
  http://www.cato.org/events/ccs2008/index.html
  http://www.scotusblog.com/wp/upcoming-supreme-court-preview-panels/
  rtsp://video1.c-span.org/archive/sc/sc091708_cato.rm
- Panelist, "FBI Guidelines and Racial Profiling in a Post-9/11 World," American Constitution Society Policy Forum, National Press Club (Washington), September 9, 2008.

http://www.acslaw.org/node/7014
http://www.acslaw.org/node/7088

- "Comparative Constitutionalism and the Rule of Law," Presentation to Leadership Institute International Students, Washington, September 3, 2008.
- Meeting with Stephen A. Merrill, Executive Director, Science, Technology, and Economic Policy (STEP), The National Academies, August 25, 2008. [discussing the cert petition in *BPMC v. California Dept. of Health Services*]
- "The Rule of Law and Civil Society" and "Government Structures for a Free, Secure, and Prosperous Society," Guyana Civil-Military Relations Conference, Georgetown, Guyana, August 11-14, 2008.
  http://www.kaieteurnews.com/?p=4574
  http://www.stabroeknews.com/news/criminal-justice-biggest-challenge-to-rule-of-law/
- Panelist, "*The Dirty Dozen*: Are They the Worst Supreme Court Cases in the Modern Era," Special Debate Co-Sponsored by Cato and the American Constitution Society, Washington, July 31, 2008.
  http://www.cato.org/event.php?eventid=5083
  www.acslaw.org/node/6807
- Cato University, San Diego, July 20-25, 2008.
  http://www.cato.org/cato-university/index.html
- "Working in Washington," The Fund for American Studies (TFAS) Small Group Seminar, Washington, July 11, 2008.
- Invited Discussant, National War Powers Commission Private Briefing, Washington, July 8, 2008.
- "From Princeton to Washington," Princeton-in-Washington Alumni Speakers Program, Washington, July 2, 2008.
- "How I Spent My Summer Vacation: The Rule of Law in Iraq," The Fund for American Studies (TFAS) Evening Seminar, Washington, June 9, 2008.
- Organizer and Presenter, "The One-Drop Rule in Hawaii? The Akaka Bill and the Future of Race-Based Government," Cato Capitol Hill Briefing, Washington, May 21, 2008.
  http://www.cato.org/event.php?eventid=4838
- "The Constitution and the Three Branches of Government," Close Up Foundation Program for New Americans, Washington, May 19, 2008.
- Moderator and Organizer, "The Rise of the Conservative Legal Movement," Cato Book Forum, Washington, May 14, 2008.
  http://www.cato.org/event.php?eventid=4763
- "What Does the Second Amendment Really Mean? *D.C. v. Heller* and the Right to Bear Arms," Indianapolis Federalist Society Lawyers Chapter, May 5, 2008.
- Selected Participant, Carnegie Endowment for International Peace Junior Fellows Conference, Washington, April 29, 2008.
- Participant, AEI/Boston College Federalism Roundtable, Washington, April 24, 2008.
- Team Member, Young Professionals in Foreign Policy, CSIS-YPFP Speed Debate, April 23, 2008. – *Member of 2nd Place Team*
- "What to Do About Self-Funded Campaigns," Cato Capitol Hill Briefing, Washington, April 21, 2008.
  http://www.cato.org/event.php?eventid=4683
- Panelist, Moot Court for *Davis v. FEC*, Brand Law Group, Washington, April 17, 2008.
- American Society of International Law (ASIL), 102nd Annual Meeting, Washington, April 9-12, 2008.
- Moderator, "The Role of the Courts," George Mason University Law School Federalist Society and American Constitution Society Debate, March 24, 2008.
  http://www.law.gmu.edu/news/2008/921
- "Judicial Activism in the Defense of Liberty is No Vice," Cato Interns Seminar, March 20, 2008.
- Moderator and Organizer, "Why the Supreme Court Matters in a Presidential Election Year," Cato Book Forum for *An Entrenched Legacy: How the New Deal Revolution Continues to Shape the Role of the Supreme Court*, Washington, March 19, 2008.
  http://www.cato.org/event.php?eventid=4437

- Delegation Leader, Washington 15 UJC Young Leadership Conference, Washington, March 16-18, 2008.
- Invited Guest, America's Future Foundation Leadership Dinner (with Bob Novak), Washington, March 12, 2008.
- Panelist, Moot Court for *D.C. v. Heller*, Heritage Foundation, Washington, March 11, 2008.
- "*District of Columbia v. Heller*," University of New Mexico Law School Federalist Society Chapter, March 10, 2008. http://lawschool.unm.edu/announcements/cato-03-10-08.php
- "How I Spent My Summer Vacation: The Rule of Law in Iraq," University of Arizona Law School Federalist Society Chapter, March 6, 2008.
- "What Role Should U.S. Law Play in Constitutional Interpretation?" Arizona State University Law School Federalist Society Chapter, March 5, 2008.
- Invited Guest, Institute for Human Studies Donor Luncheon, Arlington, VA, February 15, 2008.
- "Is All Judicial Activism Bad?" UC-Davis Law School Federalist Society Chapter, February 11, 2008.
- "How I Spent My Summer Vacation: The Rule of Law in Iraq," UC-Hastings Law School Federalist Society Chapter, February 8, 2008.
- "What Role Should Foreign Law Play in U.S. Constitutional Interpretation?" Golden Gate University Law School Federalist Society Chapter, February 7, 2008.
- Brief Remarks on the Ninth Circuit, San Francisco Federalist Society Lawyers Chapter, February 6, 2008.
- "How I Spent My Summer Vacation: The Rule of Law in Iraq," UC-Berkeley Boalt Hall Law School Federalist Society Chapter, February 6, 2008.
- Participant, Amicus Conference for *Davis v. FEC*, Washington, January 24, 2008.
- Panelist, Moot Court for *Virginia v. Moore*, Heritage Foundation, Washington, Jan.9,2008.
- Organizer and Closing Speaker, "Decision 2008: Discussion on Jewish Issues with Representatives from the Leading 2008 Presidential Campaigns," Washington, December 11, 2007.
- Moderator and Organizer, "*Boumediene v. Bush* and the Rights of Enemy Combatants in Wartime," Cato Institute Policy Forum, Washington, December 3, 2007. http://www.cato.org/event.php?eventid=4271
- Team Member, Young Professionals in Foreign Policy, CSIS-AILA Debates, November 27, 2007. – *Member of Undefeated Winning Team* http://www.ypfp.org/ypfp_wins_csis_debate_for_the_third_time http://www.csis.org/component/option,com_csis_progj/task,view/id,759/
- Federalist Society National Lawyers Convention, Washington, November 15-17, 2007.
- Panelist, "Are Private Contractors Helping Our Troops?" America's Future Foundation, Washington, November 12, 2007. http://www.americasfuture.org/events-archive/archives/022571.php
- "Is All Judicial Activism Bad?" Mississippi College School of Law Federalist Society Chapter, November 5, 2007.
- "The Use of Foreign Law in Constitutional Interpretation / How I Spent My Summer Vacation," Loyola University Law School Federalist Society Chapter, New Orleans, November 2, 2007. http://video.google.com/videoplay?docid=3731955383822920656
- Panel Moderator, "The Best Laid Plans: How Government Planning Harms Your Quality of Life, Your Pocketbook, and Your Future," Cato Book Forum, Washington, October 24, 2007.
- "Key Cases to Look for in the October 2007 Term," Northwestern University Law School Federalist Society Chapter, October 15, 2007.
- After-Dinner Speaker, University of Chicago Law Tony Patiño Fellowship Selection Day Dinner, October 13, 2007
- Participant, Fall Legal Strategy Forum (hosted by Ed Meese of the Heritage Foundation), Annapolis, October 10-11.
- Panelist, Moot Court for *Medellin v. State of Texas*, Heritage Foundation, Washington, October 9, 2007.

- "How I Spent My Summer Vacation: The Rule of Law in Iraq," New Majority "Ascent on the Capitol," Washington, October 2, 2007.
- Panelist, Moot Court for *Washington State Grange v. Republican Party et al.*, Heritage Foundation, Washington, September 26, 2007.
- Panel Moderator, "Speech and Conscience," Cato Constitution Day Symposium, Washington, September 17, 2007.
  http://www.cato.org/event.php?eventid=3810
- After-Dinner Speaker, Columbia University Law School Tony Patiño Fellowship Selection Day Dinner, September 8, 2007.
- Next Generation Delegate to Jewish Agency for Israel (JAFI) Annual Assembly, Jerusalem, Israel, June 21-27, 2007.
- Federalist Society National Lawyers Convention, Washington, November 15-17, 2006.
- Greater Washington Delegate to Tel Aviv One Young Leadership Conference, Tel Aviv, Israel, March 2006.
- Panelist, Presidential Debate Roundtable, America's Future Foundation, Washington, DC, October 13, 2004.
  http://www.americasfuture.org/events-archive/archives/019536.php
- Panelist, Mississippi Moot Court Challenge (University of Mississippi Law School vs. Mississippi College of Law), Jackson, MS, May 2004.
- Participant, Law & Liberty Workshop, Institute for Humane Studies, Arlington, VA, October 2002.

Community Service/Involvement

- Advisory Board Member, National Constitution Center's Coalition of Freedom
- Board of Directors, Tony Patiño Fellowship (see below under Awards)
  - Former Acting General Counsel
  - Finance Committee
- Pro Bono Advisory Council, Goldwater Institute
- National Advisory Council, Compact for America
- National Advisory Board, Friends of the New World Symphony 2011-13
- Executive Committee, Friends of the New World Symphony 2007-11
- Board of Directors, Princeton Club of Washington 2010-14
- The Fund for American Studies (TFAS)
  - Board of Visitors, Legal Studies Institute
  - Mentor
  - Occasional Lecturer
- America's Future Foundation
  - Partner-Level Member
  - Roundtable Committee 2008-11
- Federalist Society
  - James Madison Society
  - Featured Speaker
  - Executive Committee, Federalism & Separation of Powers Practice Group
- Greater Washington Jewish Federation
  - Next Generation Ben Gurion Society (BGS) Committee
  - Lawyers' Affinity Steering Committee; Young Lawyers Committee
  - Washington 15 Conference (2008) Recruiting Co-Chairman
  - Former Israel & Overseas Executive Committee
  - Former Missions Committee; Moscow Connections Committee
- Board of Scholars, Grassroot Institute of Hawaii
- Academic Advisory Council, Fundación Federalism y Libertad (Tucumán, Argentina).
  http://federalismoylibertad.org/home/?page_id=11
- Secretary, Harlan Institute http://harlaninstitute.org/is.html
- Young Trustee, Think Impact 2008-10

- National Advisory Board, Immigration Voice
- National Leadership Committee, Republic Jewish Coalition
- Young Leaders Board of Directors, Republican Jewish Coalition
- Public Interest Law Group (organized by the Heritage Foundation)
- University of Chicago Law School Class of 2003 Fifth Reunion Committee
- Princeton University Class of 1999 Annual Giving Participation Committee
- University of Chicago Jeff Metcalf Fellows Program Interviewer/Screener 2002-present
- Young Professionals in Foreign Policy
    - Debate Team Member, CSIS-AILA Debates 2007 – *Undefeated Winning Team*
    - Debate Team Member, CSIS-YPFP Speed Debate 2008 – *2nd Place*
- Princeton-in-Chicago-Schools Enrichment Program 2002-03
- L'Dor V'Dor Seniors Visitation Program 2002-03
- Teacher for ESL, StreetLaw Programs 2000-02
- ΦΚΣ Community Service Chair 1998

BAR MEMBERSHIPS

- New York, admitted January 28, 2004.
- District of Columbia, admitted September 10, 2004.
- U.S. Supreme Court, admitted January 15, 2008.
- D.C. Circuit, admitted June 15, 2011.
- Federal Circuit, admitted March 21, 2011.
- First Circuit, admitted February 12, 2018. (No. 1172141)
- Second Circuit, admitted January 16, 2015.
- Third Circuit, admitted September 8, 2011.
- Fourth Circuit, admitted July 11, 2015.
- Fifth Circuit, admitted August 18, 2004.
- Sixth Circuit, admitted February 12, 2018
- Seventh Circuit, admitted Ocotber 28, 2015.
- Eighth Circuit, admitted November 22, 2016.
- Ninth Circuit, admitted May 24, 2011.
- Tenth Circuit, admitted January 5, 2013.
- Eleventh Circuit, admitted April 25, 2013.
- U.S. District Court for the District of Colorado, admitted January 12, 2018.

AWARDS

- "Top Teleforum Call," Federalist Society, Winter 2018. http://bit.ly/2wx03gd
- "Future 40" (40 Under 40), Maverick PAC, 2017. http://www.maverickpac.com/f4017-shapiro-ilya
- "Best Supreme Court Amicus Brief," *Concurring Opinions*, 2015. http://concurringopinions.com/archives/2015/12/fan-91-first-amendment-news-2015-the-year-in-review-including-the-best-of.html
- "Most Popular Teleforum," Federalist Society, 2015. http://www.fed-soc.org/blog/detail/most-popular-teleforum-calls-of-2015
- "Rising Star" (40 Under 40), *National Law Journal*, 2015. http://www.nationallawjournal.com/legaltimes/id=1202736574308
- Lincoln Fellowship, Claremont Institute, 2015. http://www.claremont.org/featured/announcing-the-2015-lincoln-fellows/
- "Exemplary Legal Writing," *Green Bag Almanac*, 2014. http://www.greenbag.org/green_bag_press/almanacs/almanacs.html
- "Recommended Reading," *Green Bag Almanac*, 2014.

- Future Leaders Program, Foreign Policy Initiative, 2012-2013. http://www.foreignpolicyi.org/futureleaders
- Hanns Seidel Memorial Foundation Fellow 2011.
- Washington Fellowship, National Review Institute, 2009-2010.
- *The Atlantic Monthly* "American Idea" Essay Contest Winner 2008.
- Certificate of Appreciation, Office of Staff Judge Advocate, Multi-National Force-Iraq 2007.
- Tony Patiño Fellow 2003
    - Awarded to up to three graduates of law schools at University of Chicago, Columbia University, and University of California at Hastings for leadership, scholarship, character, and civic involvement
    - Member, Board of Directors - http://www.patinofellowship.org/whoweare.html
    - Member, Washington Chapter
- Overall Winner, Henry G. Manne National Law & Economics Moot Court 2003
- Best Brief, Henry G. Manne National Law & Economics Moot Court 2003
- Nordic Club of Chicago Scholarship 2002-03
- Feldman Memorial Scholarship 2001-02
- IHS Humane Studies Fellowships 1998-99, 1999-2000
- Laurence R. Carton Scholarship 1999
- William Hard, Jr. Scholarship (Expository Writing) 1999
- ISI Honors Fellowship 1998-99
- Ralph G. Treen Memorial Scholarship 1998-99
- Koch Summer Fellow 1998

LANGUAGES

English & Russian (native); Spanish & French (fluent); Portuguese & Italian (proficient)

curriculum vitae

PERSONAL DETAILS



Name: **Mark Gerard Higgins**

Nationality : **Australian**

British

Contact Details: *Mark Higgins*
Barrister
11th Floor Garfield Barwick Chambers
53 Martin Place
Sydney NSW 2000
Ph. (02) 88159370
Fax (02) 88159365
Mob. 0409 214 211
Email higgins@chambers.net.au

Date of Birth: 7th November 1963

Professional Qualifications Master of Laws (LLM) , 1993
Bachelor of Laws (LLB) ,1988

Education

Tertiary

1990 – 1993 University of NSW
Master of Laws – LLM

January –
June 1988 College of Law

Admitted: Solicitor of Supreme Court of NSW – 1988
Solicitor of High Court of Australia - 1988
Barrister of Supreme Court of ACT – 1992
Barrister of Supreme Court of NSW – 2000
Barrister of Supreme Court of Nauru – 2017

1982 – 1987 University of Sydney
Bachelor of Laws – LLB

Secondary

Higher School Certificate, 1981
Waverley College

Publications

1. " Bail Applications " Lawyers Practice Manual – New South Wales
Volume 1
Redfern Legal Centre
The Law Book Company Limited
2009 to date

2. " The Philosophy of Care " ABC FM radio 7 March 1997
(a five part radio program looking at five professionals in the social welfare system of Australia)

3. Parity – Homelessness And The Law " The Linkages Between Homelessness And The Criminal Justice System " Council To Homeless Persons , Volume 13, Issue 6, June 2000 at p22

Lectureships

University of Technology Sydney (UTS)
Faculty of Law - 2003
Undergraduate degree – Principles of Evidence
College of Law – Practical Legal Training Program – 2000 – 2001

Advocacy Coaching

Office of Environment and Heritage
Department of Premier and Cabinet
Advocacy coaching to prosecutors - 2012

NSW Bar Association Bar Practice Course Advocacy coaching:

- 2014
- 2015
- 2016

Papers delivered:

"Apprehended bias – Principles and case law"
In - House training
Office of General Counsel
NSW Department of Attorney General and Justice
27 August 2018

"Criminal law practice in an administrative law forum"
Master of Laws – Applied Criminal Law Programme
University of Wollongong – 4 May 2018

Judicial Review of Administrative Action in Applications for Parole
NSW Bar Association
Compulsory Professional Development Seminars
Date: 24 February 2018
Venue: Park Royal Parramatta

Judicial Review of Administrative Action in Applications for habeas corpus
Office of General Counsel
NSW Department of Justice
Date: 1 November 2017
Venue: Level 1, 20 Lee Street, Sydney

"Criminal law practice in an administrative law forum"
Master of Laws – Applied Criminal Law Programme
University of Wollongong – 6 May 2017

The evolution in NSW of chain of responsibility offences for heavy vehicles under the National Law
Heavy Vehicle National Law
University of New South Wales
City Campus
LegalWise Seminars
18 March 2016

"Criminal law practice in an administrative law forum"
Master of Laws – Applied Criminal Law Programme
University of Wollongong – 7 May 2016

Outline of Procedural Issues for the Commencement of Summary Proceedings
Fraser Clancy Lawyers
18 October 2013

"Duties of a Prosecutor"
Master of Laws – Applied Criminal Law Programme
University of Wollongong – June 2012

Aboriginal Access to Advocacy Pilot Project
Aboriginal Legal service of NSW
12 January 2012

Advocacy in Merit Review Appeals
Legal Wise seminars
7 September 2011

"Fitness to be tried"
CPD Seminar
11th Floor Garfield Barwick Chambers
7 March 2011

Fitness to Plead
Australian Lawyers Surfing Association
Latitude Zero, Telos Islands, Nth Sumatra
August 2011

Factors Which Impact Upon Advocacy Before A Merits Review
University of New South Wales
City Campus
LegalWise Seminars
7 October 2011

"The Great Debate"
Police and Justice Museum
Law Week
May 2003

Foreign Jurisdiction

Admissions Supreme Court of Nauru

Appointments List of counsel
International Criminal Court
(2018 -)
The Hague
Netherlands

Department of Justice – Prequalification Panel
(2016 – 2019)
NSW Department of Justice
Office of General Counsel

RSPCA (NSW)
Panel of Counsel briefed for prosecutions under Prevention of Cruelly to Animals Act 1979 (NSW),
(2017 -)

Glebe House Ltd
Chairman of the Board of Directors (1999 – 2000)
Secretary of the Board of Directors (1998 , 2001, 2002, 2003)
Board Member 1997 – 2003
5 Mount Vernon Street
Glebe NSW 2037

Secretary of the Board of Directors (2005 – 2007)
President of the Board of Directors (2009 – 2011)
Board of Directors (2005 – 2016)
Life member
Australian Lawyers Surfing Association

Professional Practice

Experience

24 February 2000 to date

Barrister – 11th Floor Garfield Barwick Chambers

Criminal

Prosecutions

The practice is primarily the advising for the conduct and commencement of criminal prosecutions in regulatory offences within various industries.

(a) *NSW Director of Public Prosecutions :* currently on the roll of counsel to be briefed to prosecute indictable offences in the District and Supreme Courts of NSW as Crown Prosecutor. The position involves the finding of bills of indictment, advising as to appropriate counts on an indictment, conducting trials before juries, and any consequential sentence proceedings; the position also entails advising as to appellable error.

(b) *NSW Food Authority:* Prosecutions in the Supreme Court in its summary jurisdiction, and the Industrial Magistrate's court for breaches of the Food Act.

(c) *NSW Department of Trade and Investment:*

(i) the conduct of prosecutions in the Industrial Relations Commission in Court Session (formerly) and District Court, summary jurisdiction, under Work Health and Safety Act 2011 and Coal Mine health and Safety Act 2002 and the Mining Act 1992;

(ii) the appearances are in Supreme Court in its summary jurisdiction, Local Court prosecutions and District Court appeals on behalf of the Department for prosecutions and applications for forfeiture under Noxious Weeds Act, Fisheries Management Act, and Stock Diseases Act.

(d) National Parks and Wildlife Service: appearing in Local Court prosecutions on behalf of the Service for breaches of the Act by park users.

(e) *NSW Police Service* : appearing in the Children's, Local, District and Supreme Courts on behalf of the NSW Police Commissioner for applications against persons who come within the Child Protection (Offender Prohibition Orders) Act 2004 for the application for orders to restrict the movements of those persons; and to represent the interests of NSW Police in response to subpoenas where production and/or access is opposed on the basis of public interest immunity, privilege, oppressive request or no legitimate forensic purpose.

(f) *Chief Commissioner for State Revenue, Office of State Revenue (NSW):* appearing in the Local Court and District Court (on appeal) jurisdictions for stamp duty frauds arising under the First Home Owners Grant Scheme, pay roll tax fraud, and land tax fraud.

(g) *NSW Roads and Maritime Services*: advising on the investigation of offences, advising on the issuing of statutory notices for production of documents or presentation of persons for interviews, advising on the issue of search warrants, advising on the commencement of prosecutions in the summary jurisdiction of the NSW Supreme Court and Local Court, conduct of complex criminal prosecutions against

transport corporations for Heavy Vehicle breaches of Mass, Loading and Access provisions, and the Driver Fatigue provisions, and the Speed limiter Compliance obligations in the National Road Transport legislation, and the conduct of any consequential sentencing proceedings.

- Operation Overland – 2012 – 2016

(h) *NSW Department of Education and Communities*: advice on and the commencement and conduct of prosecutions against Child care services pursuant to the Children (Education and Care Services) National Law (NSW) and Education and Care Services National Regulations.

(i) Department of Attorney-General and Justice: prosecutions of persons in public office on indictment in the District Court of New South Wales, and summarily in the NSW Local Court for corruption in public office.

(j) RSPCA: prosecutions of person and corporations under *Prevention of Cruelly to Animals Act 1979 (NSW)* summarily in Local Court of NSW

(k) Department of Planning and Environment: prosecutions under for sale and possession of threatened and protected species of fauna under the *National Parks and Wildlife Act 1974 (NSW)*

Defence

This aspect of the practice is primarily criminal defence appearances in a range of jurisdictions. Principally appearances are in jury trials in the Supreme and District Courts of NSW but extends also to the Local Court for committals and Coronial inquiries for unexplained deaths (usually infants in the care of DoCS carers).

Coronial Jurisdiction

Appearances are primarily as counsel assisting to the State Coroner and Deputy State Coroners, but also for

Government agencies: Department of Family and Community Services in coronial inquiries.

- Inquest into the death of Eve Schwartz – counsel assisting – Glebe Coroners Court – 23 May 2013
- Inquest into the death of Magda Wales – counsel assisting – Glebe Coroners Court – 23 May 2013
- Inquest into the death of Kiara Simon – counsel assisting – Glebe Coroners Court – 22 August 2012
- Inquest into the death of a person known as Hope (pseudonym for a child) – counsel assisting – Glebe Coroners Court – 17 June 2013; 3-7 and 10-14 February 2014; 11-13 June 2014
- Inquest into the death of Melissa Dunn – counsel for Family and Community Services – Glebe Coroners Court – 26 September 2014
- Inquest into the death of Glenn Punch – counsel for Matthew Wynn – Glebe Coroners Court – 8 – 11 October 2013
- inquest into the death of Ian Saunders Gowie – counsel assisting – Glebe Coroners Court – 10 – 15 December 2012
- Inquest into death of Melissa Cook and John Kudrytch - counsel assisting – Glebe Coroners Court – March 2011
- Inquest into the Death of Noel McGrady - counsel assisting – Glebe Coroners Court – 28 – 30 March 2011
- Inquest into the death of (a Child) - counsel assisting – Westmead Coroners Court – 13 – 15 December 2010 (sitting at Parramatta)
- Inquest Into the Death of Grant_Willcocks - counsel assisting – Glebe Coroners Court – 10 – 13 May 2010
- Inquest into the death of Robbie-Dean Gillett - counsel assisting – Glebe Coroners Court – 28 February – 9 March 2010

Care and Child Protection Proceedings

NSW Department of Family and Community Services: appearing on behalf of the Secretary of Family and Community Services and the Minister for Community Services in the Supreme Court (Equity Division) in the exercise of it parens patriae jurisdiction, and to prosecute applications for the care and protection of children pursuant to the Children and Young Persons (Care and Protection) Act 1998 in the Children's Court of NSW, and appeals in the District Court of New South Wales.

Administrative Law

NSW Jurisdictions

Counsel Assisting – appearance as Counsel Assisting the NSW Civil and Administrative Appeals Tribunal in relation to open, closed and secret hearings in applications for administrative review by applicants under the Security Industry Act 1997.

Applicant – appearances in the NSW Civil and Administrative Appeals Tribunal and NSW Industrial Relations Tribunal in Court Session for applications pursuant to sections 27 of the Child Protection (Working with Children) Act 2012 and Child Protection (Offenders Registration) Act 2000.

Applicant – appearances before stewards inquiries of Controlling Authorities from NSW Greyhound Racing and Harness racing NSW, and appeals to the Racing Appeals Tribunal for veterinarians, trainers, owners, riders, drivers and jockeys arising from sport.

Respondent – advice and appearance in the NSW Civil and Administrative Appeals Tribunal briefed by the Crown Solicitors Office on behalf of:

(a) The Commissioner of the Office of Children's Guardian for applications pursuant to Child Protection (Working with Children) Act 2012 and Child Protection (Offenders Registration) Act 2000.

(b) Chief Commissioner for State Revenue in relation to objections to assessments of land tax by landowners

(c) Medical Council of NSW arising from applications for re-registration and disciplinary proceedings for health practitioners under the Health Practitioner Regulation National Law (NSW) 2009.

(d) Secretary, NSW Department of Family and Community Services for administrative review of decisions by the Department to remove children from foster placements pursuant to Chapter 16 *Children and Young Persons (Care ad Protection) Act 1998*.

Federal Jurisdictions

Applicant – advice, commencement and appearance in the Administrative Appeal Tribunal and the Federal Court in relation to administrative review of decisions under the Australian Sports Anti-Doping Act 2006 for professional sports persons.

14 June 1994 to 24 February 2000 — **Solicitor Advocate – Grade V** – Legal Aid Commission of NSW

Indictable Section – Advocacy Unit

This position involved :

- Predominantly, the preparation and personal conduct of criminal trials in the District Court jurisdiction in New South Wales and occasionally in the Supreme Court and Local Court (Coroner's Court) jurisdictions.
- Drafting and submitting written submissions on interlocutory matters and complex sentence matters
- the training and supervision of solicitors in conduct of criminal matters for the particular regional office to which the advocate is allocated.
- preparation and personal conduct of homicide committal proceedings in the Local Court
- the preparation and conduct of sentence proceedings and related matters in the District Court jurisdictions

- the provision of advice on management and policy issues related to the Commission's Criminal Law Practices where appropriate.
- Liaising with local non-english speaking community groups as to the provision of social welfare needs for accused persons.
- Providing advice in relation to No Bill Applications to the Director of Public Prosecutions
- Liaising with Crown authorities on averrments in bills of indictment and potential demurrers to those indictments
- Presentation of lectures to solicitors both in the public and private sector in New South Wales at annual Continuing Legal Education conferences
- Providing advice to criminal solicitors employed by the Legal Aid Commission of New South Wales

12 July 1993 to 14 June 1994

Legal Officer Grade I-III – Legal Aid Commission of NSW, Inner City Local Courts (Newtown Local Court)

Criminal Duty Solicitor

This position involved daily appearances in the local court jurisdiction for the purpose of bail applications, seeking interlocutory orders, receiving and perusing briefs of evidence from the Crown, pleas in mitigation, advising custodial and non-custodial clients in relation to pleas prior to hearings, preparation and appearance at hearings in the local court jurisdiction for matters of summary jurisdiction and those indictable matters fro which summary jurisdiction is granted. The position also involved the taking of instructions from defendants in custody together with appearances in the District Court for appellants from the local court jurisdiction on appeal.

16 December 1992 to 12 July 1993

Legal Officer Grade V – Legal Aid Commission of NSW Parramatta Branch Office

<u>Indictable Section – Solicitor-in-Charge</u>

This position, in addition to incorporating all of the duties of a Legal Officer Grade I-III, also involved the supervision and allocation of trials and sentence matters to the Solicitor Advocate of the office and the

briefing of the Public Defender by subordinate solicitors. The position also entailed negotiating Bills of Indictment with Crown Prosecutors on arrangement and advising on the appropriate plea as well as supervision and training of Grade I-III solicitors.

Parramatta District was also the pilot court for the Sentence Indication Scheme, which involved negotiating Bills of Indictment, researching and advising on relevant principles of law pertaining to defence and sentence and appearing on the sentence indication.

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7 August 1991 - 16 December 1992

Legal Officer Grade I-III – Legal Aid Commission of NSW Parramatta Branch Office

<u>Indictable Section – Duty Solicitor</u>

This position primarily involved representation in the District Court jurisdiction on a daily basis in the following capacities:

. *Sentencing*

. *Interlocutory Applications*

. *Mental Health (Criminal Procedure) Act*

. *Trial Experience*

. *Bail Applications*

21 January 1991- 7 August 1991

Legal Officer Grade I-III – Legal Aid Commission of NSW
Parramatta Branch Office Division

Criminal Duty Solicitor

This position involved daily appearances in the local court jurisdiction for the purpose of bail applications, seeking interlocutory orders, receiving and perusing briefs of evidence from the Crown, pleas in mitigation, advising custodial and non-custodial clients in relation to pleas prior to hearings, preparation and appearance at hearings in the local court jurisdiction for matters of summary jurisdiction and those indictable matters fro which summary jurisdiction is granted. The position also involved the taking of instructions from defendants in custody together with appearances in the District Court for appellants from the local court jurisdiction on appeal.

1 July 1990 –
21 January 1991

Legal Officer Grade III-IV - Legal Aid Commission of NSW Parramatta Branch Office Division
Solicitor-in-Charge

Civil/Family Litigation

This position in addition to incorporating all of the duties of a Legal Officer Grade I-III of the branches' division, also involved the supervising of day-to-day court appearances, file management and public interviews by nominated Legal Officers under my supervision, support and secretarial staff. The position also involved the supervision and training of Grade I-III solicitors, the establishment and maintenance of an effective and workable Civil Litigation practice for three solicitors; liasing with members of the private legal profession regarding referred matters; Equal Employment Opportunity responsibilities which involved ensuring tasks were allocated to legal Officers under my supervision and support staff on a non-discriminatory basis, to ensure that staff are given equal opportunity to act in higher graded positions, to ensure that staff in lower graded positions are given courses, opportunities to undertake more challenging work and encouragement to seek promotions, and monitor attitudes and behaviour of staff that in inconsistent with the E.E.O. objectives.

13November 1989 – 30 June 1990 **Legal Officer Grade I-III** – Legal Aid Commission of NSW
Parramatta Branch Office Division

The above position involved the following types of matters:

Civil Litigation

. Supreme court
- Professional negligence – Breach Fiduciary Duty by Solicitors
- Breach copyright
- Personal Injury – Death & Injury
- Medical Negligence – Obstetricians, Gynaecologists & Paediatricians
- Local Government/Environmental Law.

. District Court
- Employment Contracts – Wrongful Dismissal
- Personal Injury
- Occupier's Liability
- Property Damage
- Insurance
- Public Liability

.Local Court

- Tenancy
- Property Damage
- Occupier's Liability
- Contractual Disputes
- General Litigation
- Breach Insurance Contracts
- Fraudulent Misrepresentation.

. Victims Compensation Tribunal

. Administrative Appeals Tribunal

2 July 1988 - 10 November 1989 **Solicitor** – Somerville & Co, Solicitors
North Sydney, New South Wales

This position involved assisting a senior partner with the preparation and running of Superior Court jurisdiction matters, as follows:

Civil Litigation

. Personal Injury
- District Court
- Supreme Court

. Workers Compensation
- Administrative Appeals Tribunal re: Comcare Appeals of Commonwealth employees
- Compensation Court of NSW
- Workers Compensation Commission.

- Insurance Property Damage
- Motor Property claim arbitrations
- Insurance contracts

Criminal

This position involved the taking of instructions in relation to a wide range of criminal matters of summary jurisdiction, advising and appearing before magistrates in relation to matters for the purpose of bail applications, interlocutory orders and pleas.

Family

- Maintenance and Custody Applications
- Order 24 Conferences.

Property & Commercial

- Registration of foreign companies in NSW
- Purchase of shelf companies
- Registration of business names in other states
- Advices on Environmental Planning & Assessment Act, 1979 (NSW).

April – June 1984 **Para-Legal** – Mildren & Sylvester, Solicitors
Darwin, Northern Territory

Assistant to Litigation Partners

This position was devised to obtain proofs of evidence from plaintiffs and applicants in common law and worker's compensation claims, respectively, and from witness. It involved researching relevant case law,

liaising with union officials as to work practices and safety standards prescribed by Industrial Awards, providing written reports to partners, preparing briefs for Counsel, and instructing counsel at hearings.

1982 –1983 **Volunteer Legal Assistant** – Marrickville Legal Centre

This position involved interviewing members of the public and obtaining statements for referral to volunteer legal officers for free legal advice. The work involved consultations with people of varying ethnic origins, in the presence of interpreters, and required an understanding and appreciation of multi-cultural issues. Subjects covered included discrimination, probate applications, civil liability, guardianship, criminal law, credit finance and trusts. The position required an understanding of Legal Aid policy and completion of Legal Aid applications.

NDLAWPOLICY.COM

NICK DRANIAS LAW & POLICY ANALYSIS LLC

A NETWORK OF INDEPENDENT ATTORNEYS AND POLICY ANALYSTS, NOT A PARTNERSHIP

3145 E. CHANDLER BLVD., SUITE 110
PHOENIX, ARIZONA 85048
OFFICE: 602-539-2703
FAX: 602-483-1658

SOLE MANAGING MEMBER:
NICHOLAS C. DRANIAS, ESQ. — LICENSED IN AZ, DC, IL, MN, TX

OF COUNSEL:
JEANETTE K. DORAN, ESQ. — LICENSED IN NORTH CAROLINA
JOHN P. D'ARCO, ESQ. — LICENSED IN AZ, DC, IL
NADIA G. SEMERDJIEVA, ESQ. — LICENSED IN CALIFORNIA

March 13, 2019

Sr. Carlos Alejandro Pineda Pinel
Secretario Alterno / Coordinador
Comision Permanente CAMP

Sr. Tristan M. Monterroso
Technical Secretary
ZEDE Village of North Bay Council
Island of Roatan, Bay Islands, Republic of Honduras

Dr. Titus Gebel
COO/CLO
Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

RE: Background Check on Judicial Candidate Higgins

Gentlemen:

Attached please find the results of the background check that was performed on the above Judicial Candidate. The attached report was generated through a service "NameScan" that uses both its own comprehensive proprietary database and the Thomson-Reuters Law Enforcement, International Sanctions, PEP, AML, KYC database, which appears to set the standard in the international financial community. The database includes terrorists, sanctioned persons, members of organized crime, financial criminals, human rights abusers, and other criminals or alleged criminals. If a person is on one of these lists, he or she will be flagged in the NameScan report accordingly.

The check came back clear as to any criminal or national security threat flagging. This makes it exceedingly unlikely that the candidate has any sort of criminal or national security threat background. I also ran a report on each judicial candidate personally with Interpol's wanted person "Red Notice" search function. Each Interpol report came back clear. Lastly, I ran a google search on each judicial candidate and discovered no negative reports of a criminal nature.

Given that this Judicial Candidate is high profile, based on my 22 years of experience as a practicing attorney during which I have conducted similar background investigations, it is my belief that any alleged or actual criminal background of significance within the last 10 years would have been discovered by this search. Accordingly, it is my belief that this Judicial Candidate has been cleared for consideration after a diligent background investigation.

deepL Spanish translation

Se adjuntan los resultados de la verificación de antecedentes que se llevó a cabo sobre el candidato judicial mencionado anteriormente. El informe adjunto se generó a través de un servicio "NameScan" que utiliza tanto su propia base de datos de propiedad exclusiva como la base de datos de Thomson-Reuters Law Enforcement, International Sanctions, PEP, AML, KYC, que parece establecer el estándar en la comunidad financiera internacional. La base de datos incluye terroristas, personas sancionadas, miembros del crimen organizado, criminales financieros, abusadores de los derechos humanos y otros criminales o presuntos criminales. Si una persona está en una de estas listas, se marcará en el informe de NameScan en consecuencia.

El cheque fue devuelto limpio en cuanto a cualquier amenaza criminal o de seguridad nacional. Esto hace extremadamente improbable que el candidato tenga algún tipo de antecedentes penales o de amenazas a la seguridad nacional. También hice un informe sobre cada candidato judicial personalmente con la función de búsqueda de la persona buscada por Interpol, la "notificación roja". Cada informe de la Interpol fue claro. Por último, hice una búsqueda en Google sobre cada candidato judicial y no descubrí ningún informe negativo de naturaleza criminal.

Dado que este Candidato Judicial es de alto perfil, basado en mis 22 años de experiencia como abogado en ejercicio durante los cuales he llevado a cabo investigaciones de antecedentes similares, creo que cualquier antecedente criminal presunto o real de importancia en los últimos 10 años habría sido descubierto por esta búsqueda. Por consiguiente, creo que este Candidato Judicial ha sido autorizado para ser considerado después de una diligente investigación de antecedentes.

Muy atentamente,



Nicholas C. Dranias
CEO/Sole Managing Member

OBSERVATIONS

This document is valid for all countries unless otherwise endorsed (subject to the visa, permit or other entry requirements of each country).
Ce document est valable pour tous pays sauf mention contraire (sous réserve des conditions de délivrance de visa, de permis, ou autres conditions d'entrée de chaque pays).

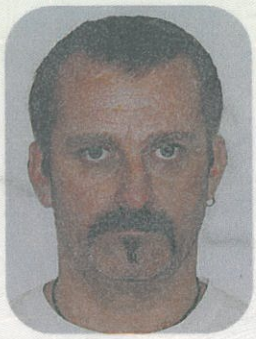
PASSPORT

AUSTRALIA

Type / *Type*
P

Code of issuing State / *Code de l'Etat émetteur*
AUS

DOCUMENT No.
N2520685



Name / *Nom*
HIGGINS
MARK GERARD

Nationality / *Nationalité*
AUSTRALIAN

Date of birth / *Date de naissance*
07 NOV 1963

Sex / *Sexe*
M

Place of birth / *Lieu de naissance*
SYDNEY

Date of issue / *Date de délivrance*
26 MAR 2010

Date of expiry / *Date d'expiration*
26 MAR 2020

Authority / *Autorité*
AUSTRALIA

Holder's signature / *Signature du titulaire*





P<AUSHIGGINS<<MARK<GERARD<<<<<<<<<<<<<<<<<<<<

N2520685<3AUS6311076M2003267<25966223D<<<<20

NameScan
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t: +61 2 94 53 5466
e: info@namescan.io
w: namescan.io

SCAN REPORT

Order ID: NSO198041 Scan Date: 13/03/2019 Scanned by: Nicholas Dranias Names scanned: 1 Person

PERSON SCAN SUMMARY

Details Scanned

First+Middle Name / Original Script	Last Name	DOB	Gender	Country	Scan ID	Exact Matches	Close Matches
Mark Gerard	Higgins	07/11/1963	Male	Australia	NSP1910899	0	0

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Scan ID	Scan Date	First+Middle Name / Original Script	Last Name	Date of Birth	Gender	Country	Exact Matches
NSP1910899	13/03/2019 7:43	Mark Gerard	Higgins	07/11/1963	Male	Australia	0

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Scan ID	Scan Date	First+Middle Name / Original Script	Last Name	Date of Birth	Gender	Country	Close Matches
NSP1910899	13/03/2019 7:43	Mark Gerard	Higgins	07/11/1963	Male	Australia	0

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ABOUT NAMESCAN SCANNING

NameScan scans against the Thomson Reuters World-Check database, comprising Politically Exposed Persons, their Relatives and Close Associates, Persons and Entities of Special Interest and persons on sanction and other official lists.
Outlined below are details of the World-Check database (see namescan.io for further details).

- Global Coverage
  - Intelligence researched by global research teams in 60+ local languages to identify and connect hidden risks
  - Specialist research including terrorism and insurgency, organised crime, Middle East, PEPs and Associates, Sanctions
  - Local and international government records, 100,000+ media sources covered
  - Early warning system for pre-judicial cases
  - 530+ sanction and watch lists monitored globally
  - 240+ countries and territories covered
- 25% of World-Check data is derived from information on sanctions, watch or regulatory and law enforcement lists. This includes all major international and national lists published by governments and independent, nongovernment bodies (including OFAC, UN, EU, UK HM Treasury, CANS, DFAT, SECO, HK).
- 75% of World-Check data consists of PEP information, as well as individuals and entities not found on official lists but who instead are reported to be connected to sanctioned parties or reported to have been investigated for, or convicted of engaging in, financial crime, slavery and human abuse-related activities.
- The details sought in relation to each individual are:
  - Full name, any maiden name or AKAs, and variations of the surname
  - Place and date of birth
  - Locations, citizenships
  - Occupation and information on additional roles
  - For immediate relatives, the relationship to the public figure e.g. spouse, son, daughter.
- The persons sought to be included in the database in respect of each country include:
  - PEPs - individuals elected or appointed to a PEP position or an immediate relative or close associate (RCA) of a primary PEP in the following:
    - International Organisations
    - Regional Organisations
    - National Government
    - Sub-National Government
    - Local Government
    - Non-Government Organisations
  - Individuals and entities included on the OFAC list and other official, sanction, and regulatory and law enforcement lists.

Please note: this report is designed to alert you to possible risk and to situations where further scrutiny may be appropriate. This does not imply that subjects included in this report necessarily pose actual risk.

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Martin Klapper BA, LLB (HONS).
Partner

P +61 3024 0325
E m.klapper@hopgoodganim.com.au

HopgoodGanim LAWYERS

Areas of practice
- **Resources and Energy (Advisory and Disputes)**
- **Major Projects**
- **Construction and Infrastructure**

Martin is a senior partner at HopgoodGanim and leads the firm's Resources and Energy practice. Martin works with a national and international client base and advises on significant mining and public infrastructure projects and disputes.

With more than 20 years' experience, Martin has developed a reputation as one of the most effective and sought after energy and resources lawyers in Australia. He has been named a leading Australian Energy and Natural Resources lawyer in *Chambers Asia-Pacific* in 2012-2015, 2017 and 2018 and ranked in *The International Who's Who of Oil & Gas Lawyers* for many years.

Martin is a strategic and big picture thinker and his clients value the whole of project expertise he offers. His lengthy career has seen him advise on the development of legislation, negotiate with governments and regulatory bodies, and in many cases, break new ground in his work on many 'first-of-its-kind' projects or agreements. He is a skilled negotiator and a very accomplished legal adviser.

Martin is a former President of Australia's Resources and Energy Law Association (AMPLA), a chair of the Queensland Law Society Mining and Resources Committee, and a member for the Queensland advisory board for AMEC (Association for Mining Exploration Companies).

Specific experience

Colton Coal Pty Ltd	Advising Colton Coal Pty Ltd in relation to a dispute application for a mining lease near Aldershot, just north of a regional town in Queensland called Maryborough. A local group has lodged objections against the application raising issues relating to noise, dust and the impact of the release of water in the Mary River.
New Hope Corporation	Advising on all aspects of the development of the Colton Project, located near Maryborough in Queensland.
	Advising on all aspects of the Elimatta Project. The Elimatta Project is planned open cut operation that consists of the development of a 259 million tonne coal resource in the Surat Basin. We are currently assisting with landholder negotiations, Land Court proceedings in relation to the same and the negotiation of a Coordination Arrangement with overlapping gas tenement holders related to the Elimatta Project.
	Advising on the North Surat Project including: • Advice on regulatory issues eg. restricted land, barriers to project progression and overlapping tenure. • Advice on project timeframes • Advising on transitional issues with the commencement of the Mineral and Energy Resources (Common Provisions) Act 2014 (Qld) including drafting advance notices, joint development plans and joint interaction management plans • Advising on strategy for negotiations with pre-existing production tenure holders. • Drafting Co-Development Agreements • Advising on Exploration Activity Agreements. We have also advised New Hope Exploration Pty Ltd on landholder negotiations and Land Court proceedings in respect of the same.

Specific experience

Norton Gold Fields	Advising Norton Goldfields Ltd on the Mt Morgan project including the negotiation of an electricity on-supply agreement with the Department of Natural Resources and Mines. This matter is significant as the on-supply agreement is critical to the supply of electricity to the mine site via infrastructure that is owned by the Department of Natural Resources and Mines.
Tin International	Advising our client on a farmin and incorporated Joint Venture agreement in Saxony, Germany.
Shandong Fuifu Lithium	Advising on the development, negotiation and completion to execution of an off-take agreement for the supply of direct shipping ore from Pilbara Minerals (including a US$10m pre-payment arrangement) as well as in relation to an off-take agreement for spodumene concentrate. This matter involved seeking to structure contractual arrangements to ensure security of supply for our client and protect against the impact of potential delays in the development of Pilbara Minerals' Pilgangoora Lithium-Tantalum Project.
Pilot Energy	Advising on the acquisition of oil and gas farmin and joint venture tenement interests in WA, both onshore and offshore, and conventional and unconventional, including documenting the transactions and advising on JV and regulatory matters.
Pangaea Resources	Advising Pangaea Resources, as part of a team including Sydney counsel, on the sale of ATP 788 to Origin Energy.
Drillsearch Energy	Advising Drillsearch Energy on all aspects of its Western Queensland conventional gas assets.
Arrow Energy	Advising Arrow Energy in all stages throughout the investigation, feasibility, farmin, development and operation of the Tipton West, Kogan North, Moranbah and Daandine gas projects, including obtaining all initial and further titles, dealing with private royalty holders, advising on landowner compensation, obtaining pipeline licenses, negotiating gas sales agreements, advising on land and pipeline access, and advising on the construction and operation of water and gas pipelines.
	Advising Arrow Energy on the construction and operation of the Daandine power station, one of the first small scale, field based fuel generation projects based solely on coal seam gas in Queensland.
Confidential client	Advising on the development and operation of the Braemar II CSG-fired power station.
Foxleigh Mining	Advising Foxleigh Mining on the development, operation and sale for $724 million of Foxleigh Coal Mine.

Specific experience

Bow Energy	Advising Bow Energy on the negotiation, completion and execution of conventional oil and gas farmin agreements.
	Advising Bow Energy on the $535m takeover bid by the Shell/PetroChina owned Arrow Energy.
	Advising Bow Energy on the sale of a mining tenement in Queensland's Surat Basin to Victoria Petroleum for total consideration of $12.5m.
Stanwell Corporation	Advising Stanwell Corporation on a coal supply agreement with Wesfarmers for supply of coal to Stanwell Power Station, and a dispute concerning that agreement. Martin has acted for Stanwell Corporation since 1996 in the procurement of coal for the Stanwell power station, including drafting and negotiating coal purchase agreements, assisting with tender processes, and advising on the administration and operation of agreements. The entire supply of coal to Stanwell power station is on the basis of contracts in which HopgoodGanim has acted for Stanwell Corporation.
	Advising Stanwell Corporation on the $285 million sale of tenement MDL 162.
	Advising on land and contractual arrangements between Stanwell Corporation Limited and Powerlink in respect of Kareeya hydroelectric power station.
MetroCoal	Advising MetroCoal on tenure acquisition and disposal coal/gas co-development and co-ordination.
Bandanna Coal	Advising Badanna Coal (now Bandanna Energy) on all aspects of its Springsure Creek coal development, including mining titles and tenement conditions, strategic cropping land, Land Court proceedings, landowner compensation, environmental matters, rail and port capacity and development agreements.
	Advising Bandanna Coal on the development, completion, execution and implementation of a joint venture agreement for the Dingo Coal project.
	Advising Bandanna Coal on the negotiation and completion of a joint venture for the development of the Arcadia coal project.
	Advising Bandanna Coal on the successful negotiation and completion of an incorporated joint venture with Alpha Coal for the development of the Alpha Coal project.
Deutsche Rohstoff	Advising Deutsche Rohstoff on its acquisition of the Georgetown Goldmine and its ongoing operation.
BHP Billiton	Advising BHP Billiton on the documentation and commercial arrangements for the development, construction and operation of Cannington (silver, lead and zinc) mine and port facility at Port of Townsville.
Mungana Goldmines	Advising Mungana Goldmines on a gold rights agreement with Porgera Gold and all tenement and commercial matters for its development and gold exploration activities.

Specific experience

BP Australia	Advising BP Australia on water supply to and from the Bulwer Island oil refinery.
Monto Minerals	Advising Monto Minerals on the development of an agreement with ACI Feldspar to supply minerals from the Goondicun minerals mine.
	Advising Monto Minerals on the negotiation, completion and implementation of an agreement for the transport of water from the miner's water bores to its mine. This involved negotiating agreements, security for the agreements, and access and compensation for local landowners, including settling compensation deeds for the provision of compensation by way of water.
Confidential client	Acting in Solomon Islands for the developer and operator of a bauxite mining project, including in negotiations with and representations to government departments and in numerous proceedings in the High Court of Solomon Islands.
Clarke Energy	Advising Clarke Energy in the negotiation of an EPC contract for the construction of a power station to support Dyno Nobel's ammonium nitrate plant.
AES Corporation	Advising global power company AES Corporation on the negotiation of a major EPC construction contract at the Stuart power station in Townsville.
Confidential client	Advising on the acquisition, sale, and ongoing operational and development advice for the Moranbah to Townsville gas pipeline.
Confidential client	Advising on the development of the Roma to Brisbane gas pipeline.
Confidential client	Advising on the development of the Townsville offshore wharf with BHP Cannington, including advising on dredging.
Confidential client	Advising two of the coal companies that have successfully obtained allocations of capacity in the 27 million tonne stage 1 of Wiggins Island Coal Export Terminal.
Ministry of Law and Justice in Nepal	Advising on a capacity building project for Ministry of Law and Justice in Nepal in respect of hydroelectric power projects on behalf of the Asian Development Bank.
Multiplex	Advising Multiplex on its proposal to the Queensland Government for a light rail project in inner-city Brisbane.
Brisbane Airport Rail Link	Acting for the Brisbane Airport Rail Link proponent to the stage of (successful) proposal for development of the rail link.
Mediabad Zinc	Advising Mediabad Zinc on the legal regime in Iran for the potential development of Mehdiabad Zinc mine and related rail and port infrastructure.
Various clients	Advising clients in the resources and energy sector on the impact of climate change legislation on their businesses.

Specific experience

Clyde Babcock-Hitachi	Advising Clyde Babcock-Hitachi on the negotiation of agreements for maintenance outage services for Stanwell Corporation.
DEEDI	Advising DEEDI on the preparation of the new "standard" Conduct and Compensation Agreement and Deferral Agreement, and conducting stakeholder consultation sessions on those documents.
	Training DEEDI officers in the implementation of the land access laws under the Geothermal Energy Act 2010, and presenting industry and stakeholder seminars on the new laws and the standard agreements.
Visionstream	Assisting NBN Co contractor Visionstream with tenure acquisition and clearances to allow for the development and installation of passive NBN Co telecommunications infrastructure in many parts of Australia.
Various clients	Advising on the development, acquisitions and sales of resources projects including coal and minerals mines, gas projects and power generation facilities.
Various clients	Negotiating and advising on contracts for the development, construction and operation of gas fired power generating facilities around Australia.
Ethipoian government	Advising the Ethiopian government on the process for accession to the Hague Convention on Intercountry Adoption.

SUBCONTRACTING AGREEMENT

This Subcontracting Agreement ("Agreement"), is entered into effective as of November 4, 2019 (the "Effective Date"), by and between Próspera Arbitration Center LLC, a Texas limited liability company ("Contractor") and North Bay GSP, Inc., a Próspera ZEDE corporation ("Company"). In consideration of the mutual covenants and premises herein contained and other good and valuable consideration, the parties intending to be legally bound hereby agree as follows:

1. **Contract Term.** The initial term of this Agreement shall be for the period commencing on the Effective Date, and terminating February 28, 2021 (the "Initial Term"), unless renewed for one or more additional twelve (12) month terms (the "Renewal Term") by written or electronic notice given by the Company to Contractor at least (10) calendar days before the end of the Initial Term. If renewed, the Agreement shall terminate at the end of such Renewal Term unless further renewed by written or electronic notice given by the Company to the Contractor ten (10) calendar days before the end of each such Renewal Term. The "Term" of this Agreement shall include the Initial Term and each Renewal Term, if any.

2. **Contract Services.** In exchange for the compensation stated in this Agreement, Contractor shall furnish through personnel designated by its Manager (including Officers) all reasonable and necessary services associated with exclusively serving as default Arbitration Service Provider under the Próspera Arbitration Statute 2019, §2-1-37-1-0-0-8, including furnishing default Arbitration Service Provider services within the scope of sections 4.1.16 trough 4.1.16.3 of the Request for Proposal released on May 13, 2019 by Próspera ZEDE (f/k/a ZEDE of North Bay) and incorporated into the Third Amended Response to Request for Proposal and GSP Contract dated September 26, 2019 between Company and Próspera ZEDE. To ensure regulatory compliance and also consistency of messaging, in all such communications, Contractor shall utilize marketing materials, scripting or talking points furnished by Company and/or its affiliates, which shall be provided within twelve (12) hours of Contractor's request. Company shall furnish Contractor or otherwise arrange licensed access to the Próspera ZEDE e-governance system during the Term of this Agreement to the extent that such licensed access is not already a contractual entitlement of Contractor.

3. **Standard Compensation**. In exchange for the Work furnished under this Agreement by Contractor, Contractor is herewith delegated by Company exclusive authority on behalf of Próspera ZEDE to set, charge and retain reasonable service fees to end users of its default Arbitration Service Provider services. Such fees shall be publicly posted and subject to review and revision for reasonableness by Company.

4. **Independent Contractor.** Each party shall at all times act as an independent contractor. Accordingly, this Agreement shall not be construed as creating an employment relationship, partnership, or joint venture between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party. Contractor agrees Contractor is not entitled to the rights or benefits afforded to Company's employees, including but not limited to, disability or unemployment insurance,

workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Contractor and for Contractor's assistants, including employees and subcontractors, if any. Nothing in this Agreement shall be construed to give Contractor any authority (a) to represent that Contractor is an employee of Company, (b) to bind Company with respect to contracts or representations or any other matters, or (c) to represent Company before any court or government or regulatory authority without he express written authorization of Company. Contractor is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of the compensation paid by Company to Contractor for Work under this Agreement. This includes but is not limited to any federal, state, or local income taxes, social security or unemployment tax, or any other taxes, foreign or domestic.

5. **Cure Period**. In the event that either party breaches this Agreement, and provided that such breach is otherwise curable and does not constitute a criminal act, fraud, or embezzlement, a cure period of two (2) weeks shall apply to remedy such breach from the date written or electronic notice is given by one party to the other of such breach.

6. **Termination.** This Agreement may be terminated by either party without cause on thirty (30) days' written or electronic notice to the other party, with the other party having the option to release the terminating party from further obligations under this Agreement on an earlier date upon the receipt of such notice. Further, after the expiration of any applicable cure period, if the breach triggering the cure period is not remedied to Company's satisfaction, at its option exercised in Company's sole and absolute discretion, Company may terminate this agreement immediately and without prior notice for any prior breach of this Agreement, criminal act, fraud, or embezzlement perpetrated by Contractor upon Company or its customers. Except for terminations justified by prior material breach, criminal acts, fraud or embezzlement, the obligation of Company to pay fully on this Agreement for services rendered to the termination date will not terminate and, as such, all previously earned or due amounts owing to Contractor hereunder, including reimbursement of business and business-related travel expenses, shall be paid to Contractor in accordance with the terms of compensation specified in this Agreement.

7. **Choice of Law and Forum.** Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that this Agreement shall be interpreted and construed in accordance with the laws of the Próspera ZEDE, Republic of Honduras, excluding conflict of laws principles. In the event that a judicial proceeding is necessary, the sole fora for resolving disputes arising out of or relating to this Agreement are the courts of Próspera ZEDE or, at the option of Contractor, the courts of the State of Texas, United States, and all related appellate courts. The parties hereby irrevocably consent to the jurisdiction of such courts and agree to said venues.

8. **Dispute Resolution.** At Company's option, exercised in its sole and absolute discretion by written notice to Contractor, any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof shall be finally settled by binding arbitration in downtown Washington, DC conducted expeditiously by the American Arbitration Association in accordance with its Rules as in effect from time to time, and judgment upon the award rendered by the arbitral forum may be entered by any court having jurisdiction thereof. The parties shall submit their dispute to determination by a single arbitrator and shall reach consensus on the identity of that arbitrator from a list of qualified arbitrators furnished by the arbitral tribunal within thirty (30) days of service of a demand for arbitration under this provision. If the parties fail to so agree, the arbitral tribunal may unilaterally at its sole discretion assign a qualified neutral arbitrator to preside over the arbitration. The language of the arbitration shall be in English. The parties agree that any arbitration award and resulting judgment on award may be and shall be enforced and executed upon by appropriate legal process in any judicial system of competent jurisdiction, with the parties agreeing to submit to such jurisdiction for enforcement and execution purposes.

9. **General Indemnification.** Contractor shall defend, indemnify and hold Company, its officers, officials, employees and members harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Contractor in performance or any breach of the provisions of this Agreement, except for injuries and damages caused by the sole negligence of Company. Further, Contractor agrees to defend, indemnify and hold Company, including Company's employees, officers, director, agents, subsidiaries and affiliates, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Company as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Contractor of any tax or contribution based on compensation paid hereunder to Contractor or because Company did not withhold any taxes from compensation paid hereunder.

10. **Notice.** All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and deemed to have been duly given if sent by electronic mail upon proof of service. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed as follows or to such other addressee(s)/address(es) as either party may designate in writing hereafter:

If to Contractor:	If to Company:
Humberto Macias, Provisional CEO/Arbitration Administrator Erick A. Brimen, CEO of Initial Manager, Honduras Próspera LLC	Nicholas Jenkins, CEO North Bay GSP, Inc.
hmacias@prospera.co ebrimen@prospera.co	njenkins@newaycapital.com

11. **Survivability.** Except as otherwise expressly provided in this Agreement, termination for any reason whatsoever of this Agreement shall not affect any right or obligation of a party which accrued or vested prior to such termination, or any continuing obligation, liability or responsibility of agreement which would otherwise survive termination of this Agreement; and this Agreement to such extent shall continue to be in effect and govern the relationship of the parties with respect to such ongoing right or obligation until such shall cease, in accordance with the terms of this Agreement, to exist; specifically, but not in limitation of the foregoing, all non-compete, non-solicitation, and confidentiality obligations shall survive termination.

12. **Consents and Approvals.** By signing below, the signatories warrant that they are duly authorized and empowered to execute this Agreement and all other instruments in connection with this Agreement on behalf of all identified parties and representatives; and that the signature of the person is binding upon any entity the signatory purports to represent. Upon request from the other, each party shall furnish the other with sufficient further signed affirmations or instruments as may be necessary to bind its agents, employees, officers, members, owners, directors and affiliates both personally and in any official capacity to this Agreement. The undersigned signatory for Contractor shall be deemed to be personally jointly liable for compliance with Exhibit A.

13. **Severability.** If any provision or part of any provision of this Agreement shall be determined to be contrary to law, void, invalid, unenforceable or illegal for any reason by a body having jurisdiction over the parties, such language shall be ineffective only to the extent of such determination and the validity and the enforceability of all remaining provisions or parts of provisions shall not be affected thereby. If any provision or part of any provision of this Agreement is declared invalid or unenforceable, then such provision or such part shall be deemed deleted from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

14. **Compliance with Anti-Corruption Laws and Compliance Training**. Contractor shall comply with all applicable anti-bribery and corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the laws of any country in which Contractor will be providing services on behalf of the Company (collectively, "Anti-Corruption Laws"). Contractor shall not, in connection with any activities related to this Agreement, transfer anything of value, directly or indirectly, to a foreign official or government official (as such term is defined by the Anti-Corruption Laws) or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage for the Company and/or its Affiliate(s) or for Contractor on their behalf. Contractor warrants that no compensation paid or payable to Contractor has been or will be used to pay any bribe or kickback in violation of Anti-Corruption Laws. Contractor agrees to participate in reasonable Anti-Corruption Laws training provided by the Company and/or its Affiliate(s) upon a request from the Company, and Contractor agrees to verify his/her participation in such training by completion of a certification of training compliance as provided by the Company and/or its Affiliate(s).

15. **Waiver and Modification.** The parties hereto agree that the failure of any of the other(s) to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provisions or obligation under this Agreement. Further, a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party. This Agreement may only be changed or modified in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Both parties agree that it is not reasonable to rely upon any promise, term, condition or representation that does not conform to this paragraph.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement. This Agreement and any document or schedule required hereby may be executed by electronic or facsimile signature, which shall be considered legally binding for all purposes.

17. **Assignment of Agreement or Loaning of Contractor.** This Agreement may be assigned and Contractor may be loaned by Company, without Contractor's consent, to any other affiliate or entity of Company's choice. Unless the loaning agreement between the Company and the borrowing entity expressly provides otherwise, in the event Contractor is loaned by Company as aforesaid, then: (a) the borrowing entity and Contractor shall owe such rights and obligations to each other as if the borrowing entity and its CEO (or equivalent) were the Company and its CEO, respectively, under this Agreement; and (b) the borrowing entity shall have primary liability to pay Contractor any amount due under this Agreement and may discharge that liability by direct payment to Contractor, relieving Company of any corresponding liability, upon tender of payment to Contractor. In the event of an assignment of the Agreement, all references to the Company in this Agreement and its Exhibits shall be construed as referencing said assignee, subject to the understanding that Contractor's obligations owed to the original Company and assignor prior to the assignment of the Agreement shall survive and remain jointly binding as to Contractor unless they are expressly released in a separate writing signed by the original Company and assignor in favor of Contractor. Contractor may not assign this Agreement or any duties or obligations under this Agreement without Company's express written consent. Company requires such consent to protect intellectual property rights and Confidential Information.

18. **Headings and Pronouns.** The headings of the sections herein are for convenience only and shall not affect the meaning of the language contained therein. For convenience, neuter gender pronoun is used to reference the singular, plural, masculine, feminine and neuter.

19. **Entire Agreement.** This Agreement supersedes and integrates any prior written or oral agreement, representation or understanding between the parties (and their affiliates by ownership or control) relating to the same subject matter. Both parties agree that it is not reasonable or justifiable to rely upon any promise, term, condition or representation relating to any commercial or business relationship between them, which is similar to the relationship contemplated by this Agreement, that is not memorialized within or which does not strictly conform to this Agreement.

20. **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for Contractor's indemnification obligations hereunder, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence, and the failure to give such notice shall be deemed a material breach of this Agreement.

21. **Miscellaneous.** Contractor shall perform the obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. Contractor may perform the Work under this Agreement at any suitable time and location Contractor chooses, with suitability to be determined in light of any necessary coordination with key personnel of Company and/or its Affiliate(s). Contractor will use its own resources such as supplies, equipment, tools, and materials to complete services, unless necessity requires the use of resources and premises of Company and/or its Affiliate(s). If necessity requires Contractor to perform any of the Work on the property of Company and/or its Affiliate(s) or requires Contractor to interact with any of the employees, contractors, customers, or vendors of Company and/or its Affiliate(s), Contractor shall not interfere with, undermine or obstruct compliance with the policies and regulations established by Company and/or its Affiliate(s). The English version of this Agreement controls the Spanish version.

22. **Construction and Review by Counsel.** The parties have participated jointly in the negotiation of this Agreement and have had a reasonable opportunity to engage legal counsel to seek advice regarding the implication of the same before signing below. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties 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.

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Agreement as of the Effective Date.

"Company"
By: North Bay GSP, Inc.

Nicholas Jenkins (Dec 18, 2019)

Signature
Nicholas Jenkins

Printed Name
Chief Executive Officer

Title

"Contractor"
By: Próspera Arbitration Center LLC

Erick A. Brimen (Dec 18, 2019)

Signature
Erick A. Brimen

Printed Name
CEO of Initial Manager, Honduras Próspera LLC

Title

Consent to designation of Próspera Arbitration Center LLC as default Arbitration Service Provider of Próspera ZEDE:

Próspera ZEDE

By: _____*
Tristan M. Monterroso
Technical Secretary

Próspera Trust

By: _____*
Nick Dranias Law & Policy Analysis LLC
by its CEO/Sole Managing Member
Nicholas C. Dranias, as Trustee u/t/a dated
February 28, 2019, as amended

*subject to approval of Council of Trustees and ratification by Resolution of Próspera ZEDE

ACUERDO DE SUBCONTRATACIÓN

Este Acuerdo de Subcontratación ("Acuerdo"), está en vigor a partir del 4 de noviembre de 2019 (la "Fecha de Entrada en Vigencia"), por y entre Próspera Arbitration Center LLC, una compañía de responsabilidad limitada de Texas ("Contratista") y North Bay GSP, Inc. una corporación de Próspera ZEDE ("Compañía"). En consideración a los pactos y premisas mutuas aquí contenidas y otras consideraciones buenas y valiosas, las partes que pretenden ser legalmente obligadas por la presente acuerdan lo siguiente:

23. **Plazo del contrato.** El término inicial de este Contrato será por el período que comienza en la Fecha de Vigencia y termina el 28 de febrero de 2021 (el "Término Inicial"), a menos que se renueve por uno o más términos adicionales de doce (12) meses (el "Término de Renovación") mediante notificación escrita o electrónica entregada por la Compañía al Contratista por lo menos (10) días calendario antes del final del Plazo Inicial. Si se renueva, el Contrato terminará al final de dicho Periodo de Renovación a menos que la Compañía lo renueve de nuevo mediante notificación escrita o electrónica dirigida al Contratista diez (10) días naturales antes de la finalización de cada uno de dichos Periodos de Renovación. El "Período" de este Acuerdo incluirá el Período Inicial y cada Período de Renovación, si lo hubiera.

24. **Servicios por contrato.** A cambio de la compensación establecida en este Contrato, el Contratista proporcionará, a través del personal designado por su Gerente (incluidos los Oficiales), todos los servicios razonables y necesarios asociados con el hecho de servir exclusivamente como Proveedor de Servicios de Arbitraje predeterminado conforme al Estatuto de Arbitraje de Próspera 2019, §2-1-37-1-0-0-8, incluyendo el suministro de servicios de Proveedores de Servicios de Arbitraje predeterminados dentro del alcance de las secciones 4.1.16 a 4.1.16.3 de la Solicitud de Propuesta publicada el 13 de mayo de 2019 por Próspera ZEDE (f/k/a ZEDE de North Bay) e incorporada en la Tercera Respuesta Enmendada a la Solicitud de Propuesta y Contrato GSP de fecha 26 de septiembre de 2019 entre la Compañía y Próspera ZEDE. Para asegurar el cumplimiento de la normativa y también la coherencia de los mensajes, en todas esas comunicaciones, el Contratista utilizará materiales de marketing, guiones o temas de conversación proporcionados por la Compañía y/o sus afiliadas, que se proporcionarán dentro de las doce (12) horas siguientes a la solicitud del Contratista. La Compañía proporcionará al Contratista o de otra manera arreglará el acceso licenciado al sistema de gobierno electrónico de Próspera ZEDE durante el Término de este Contrato en la medida en que dicho acceso licenciado no sea ya un derecho contractual del Contratista.

25. **Compensación estándar**. A cambio de la Obra suministrada bajo este Contrato por el Contratista, el Contratista es delegado por la Compañía en nombre de Próspera ZEDE para establecer, cobrar y retener tarifas de servicio razonables a los usuarios finales de sus servicios de Proveedor de Servicios de Arbitraje por defecto. Dichos honorarios serán publicados públicamente y estarán sujetos a revisión y revisión por parte de la Compañía.

26. **Contratista independiente.** Cada parte actuará en todo momento como contratista independiente. Por consiguiente, este Acuerdo no se interpretará como la creación de una relación de empleo, asociación o empresa conjunta entre las partes o como la creación de cualquier otra forma de asociación legal que impondría responsabilidad a una de las partes por el acto u omisión de la otra parte. El Contratista acepta que el Contratista no tiene derecho a los derechos o beneficios otorgados a los empleados de la Compañía, incluyendo pero no limitado a, seguro de incapacidad o desempleo, compensación de trabajadores, seguro médico o de vida, licencia por enfermedad, tiempo de compensación, horas extras, beneficios de jubilación o feriados, tiempo de vacaciones, participación en las utilidades, bonificaciones o cualquier otro beneficio de empleo. El Contratista es responsable de proporcionar, a su propio costo, seguro de discapacidad, desempleo y otros seguros, compensación de los trabajadores, capacitación, permisos, licencias y cualquier otro requisito para el Contratista y para los asistentes del Contratista, incluidos los empleados y subcontratistas, si los hubiere. Nada de lo dispuesto en el presente Contrato se interpretará en el sentido de que confiere al Contratista autoridad alguna para (a) representar que el Contratista es un empleado de la Compañía, (b) obligar a la Compañía con respecto a contratos o representaciones o cualquier otro asunto, o (c) representar a la Compañía ante cualquier tribunal o autoridad gubernamental o regulatoria sin la autorización expresa y por escrito de la Compañía. El Contratista es el único responsable de pagar a su debido tiempo cualquier impuesto, incluidos los impuestos estimados, en que se incurra como resultado de la compensación pagada por la Compañía al Contratista por el Trabajo en virtud del presente Contrato. Esto incluye pero no se limita a cualquier impuesto federal, estatal o local sobre la renta, seguro social o impuesto de desempleo, o cualquier otro impuesto, extranjero o nacional.

27. **Período de curación**. En el caso de que cualquiera de las partes incumpla este Acuerdo, y siempre que dicha infracción sea curable y no constituya un acto criminal, fraude o malversación, se aplicará un período de subsanación de dos (2) semanas para remediar dicha infracción a partir de la fecha en que una de las partes notifique por escrito o por vía electrónica a la otra parte de dicha infracción.

28. **Terminación. 1. El** presente Acuerdo podrá ser rescindido por cualquiera de las partes sin causa mediante notificación escrita o electrónica a la otra parte con treinta (30) días de antelación, y la otra parte tendrá la opción de eximir a la parte que lo rescinda de otras obligaciones en virtud del presente Acuerdo en una fecha anterior a la recepción de dicha notificación. Además, después de la expiración de cualquier período de subsanación aplicable, si el incumplimiento que desencadena el período de subsanación no se subsana a satisfacción de la Compañía, a su opción ejercida a discreción única y absoluta de la Compañía, la Compañía podrá rescindir este contrato inmediatamente y sin previo aviso por cualquier incumplimiento previo de este Contrato, acto criminal, fraude o malversación de fondos perpetrados por el Contratista contra la Compañía o sus clientes. Excepto en el caso de rescisiones justificadas por un incumplimiento material previo, actos criminales, fraude o malversación de fondos, la obligación de la Compañía de pagar íntegramente en este Contrato por los servicios prestados hasta la fecha de rescisión no terminará y, como tal, todas las sumas devengadas o adeudadas anteriormente al Contratista en virtud del presente Contrato, incluido el reembolso de los gastos de viaje de negocios y relacionados con el negocio, se

pagarán al Contratista de conformidad con las condiciones de compensación especificadas en el presente Contrato.

29. **Elección de la ley y foro.** Sin perjuicio del lugar donde este Acuerdo pueda ser ejecutado por cualquiera de las partes, las partes acuerdan expresamente que este Acuerdo será interpretado e interpretado de acuerdo con las leyes de la Próspera ZEDE, República de Honduras, excluyendo los principios de conflicto de leyes. En el caso de que sea necesario un procedimiento judicial, los únicos foros para resolver disputas que surjan o estén relacionadas con este Contrato son los tribunales de Próspera ZEDE o, a opción del Contratista, los tribunales del Estado de Texas, Estados Unidos, y todos los tribunales de apelación relacionados. Por la presente, las partes consienten irrevocablemente la jurisdicción de dichos tribunales y aceptan dichos lugares.

30. **Resolución de disputas.** A opción de la Compañía, ejercida a su sola y absoluta discreción mediante notificación por escrito al Contratista, cualquier disputa que surja de o en relación con este Contrato o con el incumplimiento, terminación o validez del mismo será resuelta definitivamente mediante arbitraje vinculante en el centro de Washington, DC, llevado a cabo de manera expedita por la Asociación Americana de Arbitraje de acuerdo con sus Reglas vigentes en cada momento, y el fallo sobre el laudo dictado por el foro arbitral podrá ser dictado por cualquier tribunal que tenga jurisdicción sobre el mismo. Las partes someterán su controversia a la determinación de un solo árbitro y llegarán a un consenso sobre la identidad de ese árbitro a partir de una lista de árbitros calificados proporcionada por el tribunal arbitral dentro de los treinta (30) días siguientes a la notificación de una demanda de arbitraje conforme a esta disposición. Si las partes no llegan a un acuerdo, el tribunal arbitral podrá, unilateralmente y a su entera discreción, designar a un árbitro neutral cualificado para que presida el arbitraje. El idioma del arbitraje será el inglés. Las partes acuerdan que cualquier laudo arbitral y sentencia resultante sobre el laudo puede ser y será ejecutado y ejecutado mediante un proceso legal apropiado en cualquier sistema judicial de jurisdicción competente, y las partes acuerdan someterse a dicha jurisdicción para fines de ejecución y ejecución.

31. **Indemnización general.** El Contratista defenderá, indemnizará y mantendrá indemne a la Compañía, sus funcionarios, oficiales, empleados y miembros de cualquier reclamo, lesión, daño, pérdida o demanda, incluyendo honorarios de abogados, que surja o resulte de los actos, errores u omisiones del Contratista en el desempeño o de cualquier incumplimiento de las disposiciones de este Contrato, con excepción de los daños y perjuicios causados por la negligencia exclusiva de la Compañía. Además, el Contratista acuerda defender, indemnizar y eximir a la Compañía, incluyendo a sus empleados, funcionarios, directores, agentes, subsidiarias y afiliados, de toda responsabilidad por cualquier daño, reclamación, pérdida, honorario, evaluación, cargo por intereses o penalidad en que incurra o se le cobre a la Compañía como resultado de cualquier reclamación, causa de acción o evaluación por parte de cualquier agencia gubernamental por cualquier falta de pago o pago tardío por parte del Contratista de cualquier impuesto o contribución basado en la compensación pagada en virtud del presente documento al Contratista, o debido a que la Compañía no ha retenido ningún impuesto de la compensación pagada en virtud del presente.

32. **Aviso.** Todas las notificaciones, solicitudes, consentimientos, exenciones y otras comunicaciones que se requieran o se permitan en virtud del presente documento se harán por escrito y se considerarán debidamente entregadas si se envían por correo electrónico tras la presentación de la prueba de entrega. Todas las notificaciones, consentimientos, renuncias u otras comunicaciones requeridas o permitidas en virtud del presente se enviarán a la siguiente dirección o a los demás destinatarios o direcciones que cualquiera de las partes designe por escrito en lo sucesivo:

Si al Contratista:	Si a la Compañía:
Humberto Macias, Director Ejecutivo Provisional/Administrador de Arbitraje Erick A. Brimen, CEO de Initial Manager, Honduras Próspera LLC	Nicholas Jenkins, CEO North Bay GSP, Inc.
hmacias@prospera.co ebrimen@prospera.co	njenkins@newaycapital.com

33. **Supervivencia.** Salvo que se disponga expresamente lo contrario en el presente Acuerdo, la rescisión por cualquier motivo de este Acuerdo no afectará a ningún derecho u obligación de una parte que se haya acumulado o adquirido antes de dicha rescisión, ni a ninguna obligación, obligación o responsabilidad continuada del acuerdo que de otro modo subsistiría a la rescisión del presente Acuerdo; y este Acuerdo en tal medida seguirá en vigor y regirá la relación de las partes con respecto a dicho derecho u obligación en curso hasta que dicho derecho u obligación cese, de conformidad con los términos de este Acuerdo, para existir; específicamente, pero sin limitarse a lo anterior, todas las obligaciones de no competencia, no solicitud y confidencialidad sobrevivirán a la terminación.

34. **Consentimientos y aprobaciones.** Al firmar a continuación, los signatarios garantizan que están debidamente autorizados y facultados para ejecutar el presente Acuerdo y todos los demás instrumentos relacionados con el mismo en nombre de todas las partes y representantes identificados; y que la firma de la persona es vinculante para cualquier entidad que el signatario pretenda representar. A petición de la otra parte, cada parte proporcionará a la otra con suficientes afirmaciones o instrumentos adicionales firmados que puedan ser necesarios para obligar a sus agentes, empleados, funcionarios, miembros, propietarios, directores y afiliados, tanto personalmente como en calidad de funcionarios de este Acuerdo. El firmante que suscribe en nombre del Contratista será considerado personalmente responsable solidario del cumplimiento del Anexo A.

35. **Divisibilidad.** Si cualquier disposición o parte de cualquier disposición de este Acuerdo se determina que es contraria a la ley, nula, inválida, inaplicable o ilegal por cualquier razón por un órgano con jurisdicción sobre las partes, dicho texto será ineficaz sólo en la medida de dicha determinación y la validez y la aplicabilidad de todas las demás disposiciones o partes de las disposiciones no se verán afectadas por ello. Si cualquier disposición o parte de cualquier disposición de este Acuerdo es declarada inválida o inaplicable, entonces tal

disposición o parte de ella se considerará eliminada de este Acuerdo y las disposiciones restantes de este Acuerdo permanecerán en pleno vigor y efecto.

36. **Cumplimiento de las leyes anticorrupción y capacitación en materia de cumplimiento**. El Contratista cumplirá con todas las leyes antisoborno y de corrupción aplicables, incluyendo, entre otras, la Ley de Prácticas Corruptas en el Extranjero de EE.UU. y las leyes de cualquier país en el que el Contratista vaya a prestar servicios en nombre de la Compañía (colectivamente, las "Leyes Anticorrupción"). El Contratista no transferirá, en relación con ninguna actividad relacionada con este Contrato, nada de valor, directa o indirectamente, a un funcionario extranjero o a un funcionario gubernamental (según se define en las Leyes Anticorrupción) u otras personas o entidades privadas (no gubernamentales) que trabajen en nombre de cualquier gobierno con el fin de obtener un beneficio o ventaja indebida para la Compañía y/o sus Afiliados o para el Contratista en su nombre. El Contratista garantiza que ninguna compensación pagada o pagadera al Contratista ha sido o será utilizada para pagar sobornos o comisiones ilícitas en violación de las Leyes Anticorrupción. El Contratista acuerda participar en la capacitación razonable sobre las Leyes Anticorrupción proporcionada por la Compañía y/o su(s) Afiliada(s) a solicitud de la Compañía, y el Contratista acuerda verificar su participación en dicha capacitación completando una certificación de cumplimiento de la capacitación según lo estipulado por la Compañía y/o su(s) Afiliada(s).

37. **Renuncia y modificación.** Las partes acuerdan que el hecho de que una de las otras partes no haga cumplir una disposición u obligación en virtud del presente Acuerdo no constituirá una renuncia a la misma ni impedirá la posterior aplicación de dicha disposición u obligación o de cualquier otra disposición u obligación en virtud del presente Acuerdo. Además, la renuncia de cualquiera de las partes al incumplimiento de cualquier disposición de este Acuerdo no operará, o se interpretará, como una renuncia a cualquier incumplimiento subsiguiente por esa misma parte. Este Acuerdo sólo puede ser cambiado o modificado por escrito y firmado por la parte contra la cual se solicita la aplicación de cualquier renuncia, cambio, modificación, extensión o descarga. Ambas partes acuerdan que no es razonable confiar en ninguna promesa, término, condición o representación que no cumpla con este párrafo.

38. **Contrapartes.** Este Acuerdo puede ser ejecutado en dos o más contrapartes, cada una de las cuales será considerada como original, pero todas ellas constituirán el mismo acuerdo. Este Acuerdo y cualquier documento o programa requerido por el presente pueden ser ejecutados mediante firma electrónica o facsímil, que se considerará legalmente vinculante para todos los fines.

39. **Cesión del Contrato o Préstamo del Contratista.** Este Contrato puede ser cedido y el Contratista puede ser prestado por la Compañía, sin el consentimiento del Contratista, a cualquier otra afiliada o entidad de la elección de la Compañía. A menos que el contrato de préstamo entre la Compañía y la entidad prestataria disponga expresamente lo contrario, en el caso de que el Contratista sea prestado por la Compañía como se indica anteriormente: a) La entidad prestataria y el Contratista tendrán entre sí los mismos derechos y obligaciones que si la entidad prestataria y su Funcionario Ejecutivo Principal (o su equivalente) fueran la

Compañía y su Funcionario Ejecutivo Principal, respectivamente, en virtud del presente Contrato; y b) la entidad prestataria tendrá la obligación principal de pagar al Contratista cualquier cantidad adeudada en virtud del presente Contrato y podrá liberarse de esa obligación mediante pago directo al Contratista, eximiendo a la Compañía de la obligación correspondiente, mediante una oferta de pago al Contratista. En caso de cesión del Contrato, todas las referencias a la Compañía en este Contrato y sus anexos se interpretarán como referencias a dicho cesionario, sujeto al entendimiento de que las obligaciones del Contratista con la Compañía original y el cedente antes de la cesión del Contrato sobrevivirán y seguirán siendo vinculantes para el Contratista, a menos que sean expresamente liberadas en un escrito separado firmado por la Compañía original y el cedente a favor del Contratista. El Contratista no podrá ceder este Contrato ni ningún deber u obligación en virtud del mismo sin el consentimiento expreso por escrito de la Compañía. La Compañía requiere dicho consentimiento para proteger los derechos de propiedad intelectual y la Información Confidencial.

40. **Encabezados y pronombres.** Los títulos de las secciones de este documento son sólo por conveniencia y no afectarán el significado del lenguaje contenido en el mismo. Por conveniencia, el pronombre de género neutro se utiliza para referirse al singular, plural, masculino, femenino y neutro.

41. **Acuerdo completo.** Este Acuerdo reemplaza e integra cualquier acuerdo, representación o entendimiento previo, escrito u oral, entre las partes (y sus afiliados por propiedad o control) relacionado con el mismo tema. Ambas partes acuerdan que no es razonable ni justificable confiar en ninguna promesa, término, condición o representación relacionada con cualquier relación comercial o de negocios entre ellas, que sea similar a la relación contemplada en este Acuerdo, que no esté memorizada dentro de o que no se ajuste estrictamente a este Acuerdo.

42. **Fuerza Mayor.** No obstante cualquier disposición en contrario, ninguna de las partes será responsable en virtud del presente documento por cualquier incumplimiento o retraso en el cumplimiento de sus obligaciones en virtud del presente Contrato, excepto las obligaciones de indemnización del Contratista en virtud del presente Contrato, si dicho incumplimiento o retraso se debe a causas ajenas a su control, incluidas las disputas laborales, conmoción civil, guerra, incendios, inundaciones, condiciones climáticas inclementes, reglamentos o controles gubernamentales, siniestros, autoridades gubernamentales, huelgas o actos de fuerza mayor, en cuyo caso la parte incumplidora quedará eximida de sus obligaciones durante el período de la demora y durante un período de tiempo razonable de allí en adelante. Cada una de las partes hará todo lo posible para notificar a la otra parte de la ocurrencia de tal evento dentro de los tres (3) días hábiles siguientes a su ocurrencia, y el incumplimiento de dicha notificación se considerará un incumplimiento sustancial de este Acuerdo.

43. **Miscelánea.** El Contratista cumplirá las obligaciones establecidas en el presente Contrato de conformidad con las condiciones del presente Contrato y con todas y cada una de las leyes y reglamentos aplicables. El Contratista podrá realizar el Trabajo bajo este Contrato en cualquier momento y lugar que el Contratista escoja, y la idoneidad se determinará a la luz de cualquier coordinación necesaria con el personal clave de la Compañía y/o su(s)

Afiliada(s). El Contratista usará sus propios recursos tales como suministros, equipos, herramientas y materiales para completar los servicios, a menos que la necesidad requiera el uso de recursos y locales de la Compañía y/o su(s) Afiliada(s). Si la necesidad requiere que el Contratista realice cualquiera de los Trabajos en propiedad de la Compañía y/o su(s) Afiliada(s) o requiere que el Contratista interactúe con cualquiera de los empleados, contratistas, clientes o proveedores de la Compañía y/o su(s) Afiliada(s), el Contratista no interferirá, socavará ni obstruirá el cumplimiento de las políticas y reglamentos establecidos por la Compañía y/o su(s) Afiliada(s). La versión en inglés de este Acuerdo controla la versión en español.

44. **Construcción y revisión por un abogado.** Las partes han participado conjuntamente en la negociación de este Acuerdo y han tenido una oportunidad razonable de contratar a un asesor legal para que busque asesoramiento sobre las implicaciones del mismo antes de firmarlo. En caso de que surja una ambigüedad o una cuestión de intención o interpretación, este Acuerdo se interpretará como si hubiera sido redactado conjuntamente por las partes y no surgirá ninguna presunción o carga de la prueba que favorezca o desfavorezca a alguna de las partes en virtud de la autoría de cualquiera de las disposiciones de este Acuerdo.

EN FE DE LO CUAL, cada parte ha hecho que su representante autorizado ejecute este Acuerdo a partir de la fecha de entrada en vigor.

"Compañía"
Por: North Bay GSP, Inc.

Nicholas Jenkins (Dec 18, 2019)

Firma
Nicholas Jenkins

Nombre en letra de molde
Director General

Título

"Contratista"
Por: Próspera Arbitration Center LLC

Erick A. Brimen (Dec 18, 2019)

Firma
Erick A. Brimen

Nombre en letra de molde
Director General de Initial Manager, Honduras Próspera LLC

Título

Consentimiento para la designación de Próspera Arbitration Center LLC como Proveedor de Servicios de Arbitraje predeterminado de Próspera ZEDE:

Próspera ZEDE

Por: _____ *
Tristán M. Monterroso
Secretarío Técnico

Fideicomiso Próspera

Por: _____*
Nick Dranias Law & Policy Analysis LLC
por su CEO/Sole Managing Member
Nicholas C. Dranias, como Fideicomisario
u/t/a de fecha 28 de febrero de 2019, en su

*Sujeto a la aprobación del Consejo de Fideicomisarios y ratificación por Resolución de Próspera ZEDE.

PACLLC-NBGSP Subcontract agreement

Final Audit Report 2019-12-19

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Adobe Sign

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

PRÓSPERA ARBITRATION CENTER LLC

(a Texas Limited Liability Company)

Effective

December 31, 2019

TABLE OF CONTENTS

1. DEFINITIONS, PRINCIPLES OF CONSTRUCTION 1
1.1. Definitions. 1
1.2. Principles of Construction. 2
2.1. Formation 2
2.2. Name 2
2.3. Principal Place of Business 2
2.4. Term 3
2.5. Filings; Agent for Service of Process. 3
2.6. Purpose; Powers. 3
2.7. Title to Property. 4
2.8. Payments of Individual Obligations. 4
2.9. Option to Redomesticate to Próspera ZEDE. 4
3.1. Initial Capitalization and Issuance of Units. 4
3.2. Adjustment of Capital Accounts 5
3.3. Additional Capital Contributions 5
3.4. Capital Structure; Ownership Ledger. 5
3.5. Special Rules Governing Economic Interests Attributable to Class B Units 6
3.6. No Interest. 7
3.7. Loans. 7
3.8. Failure to Contribute a Required Tranche. 8
4. MEMBERS 9
4.1 Members and New Members. 9
4.2 Meetings of Members. 9
4.3 Acts of the Members; Proxies. 10
4.4 Electronic Communications. 11
5. UNITS 11
5.1 Liquidation Preference. 11
5.2 Voting Rights. 11
5.3 Protective Provisions. 13
6. ALLOCATIONS & DISTRIBUTIONS 13
7. MANAGEMENT AND OPERATION OF BUSINESS 14
7.1 Manager, Board of Directors and Officers. 14
7.2 Duties and Limitation of the Board. 15

7.3 Additional Obligations of the Board. 15
7.4 Other Matters Concerning the Board and Members. 16
7.5 Meetings of the Board. 16
7.6 Quorum; Acts of the Board of Directors. 16
7.7 Electronic Communications. 17
7.8 Board Expenses. 17
7.9 Board Observers 17
7.10 Officers. 17
7.11 Establishment and Authorities of the Standing Competence and Ethics Committee. 20
7.12 Composition of the Standing Competence and Ethics Committee. 23
7.13 Meetings and Operations. 24
8. RIGHTS AND OBLIGATIONS OF MEMBERS 24
8.1 Limitation of Liability. 24
8.2 Management of Business. 24
8.3 Return of Capital. 25
8.4 Resignation or Withdrawal. 25
8.5 Confidentiality. 25
8.6 Partition. 25
8.7 Other Instruments. 26
9. PREEMPTIVE RIGHTS 26
9.1 Establishment of Rights. 26
9.2 Offer 26
9.3 Acceptance 26
9.4 Company Issuances. 27
9.5 Assignment. 27
9.6 Expiration of Rights 27
10. ACCOUNTING, BOOKS AND RECORDS 28
10.1 Access to Information, Facilities and Personnel; Accounting. 28
10.2 Reports; Information Rights. 28
10.3 Tax Matters. 29
11. AMENDMENTS 29
12. TRANSFERS 30
12.1 Restrictions on Transfers. 30
12.2 Requirements for Permitted Transfers. 30

12.3 Prohibited Transfers. 32
12.4 Right of First Refusal. 32
12.5 Rights of Unadmitted Assignees. 36
12.6 Admission of New Members or Economic Interest Owners. 36
12.7 Distributions and Allocations in Respect of Transferred Membership Units or Economic Interests Associated with Previously Issued Membership Interests. 37
12.8 Drag Along Rights. 37
13. INDEMNIFICATION 39
14. DISSOLUTION AND WINDING UP 40
14.1 Dissolution Events. 40
14.2 Winding Up. 41
14.3 Deficit Capital Accounts. 41
14.4 Notice of Dissolution. 41
15. MISCELLANEOUS 42
15.1 Notices. 42
15.2 Integration. 42
15.3 Binding Effect 42
15.4 Construction 43
15.5 Creditors; No Third Party Beneficiaries. 43
15.6 Waiver. 43
15.7 Headings. 43
15.8 Severability. 43
15.9 Binding Arbitration; Waiver of Jury Trial. 43
15.10 Governing Law. 44
15.11 No Conflicting Agreements. 45
15.12 Specific Performance; Remedies. 45
15.13 Counsel. 45
15.14 Counterpart Execution; Electronic Signature. 46

Exhibit A – Capital Contributions
Exhibit B – Ownership Ledger
Exhibit C – Defined Terms
Exhibit D – Allocations and Distributions
Exhibit E – Board; Officers
Exhibit F -Seats and Roster of Senior Judges and Junior Judges

THE MEMBER UNITS (THE "UNITS") OF PRÓSPERA ARBITRATION CENTER LLC HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR ANY OTHER APPLICABLE SECURITIES LAWS, IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE UNITS MUST BE ACQUIRED FOR INVESTMENT ONLY AND ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS AND ANY OTHER APPLICABLE SECURITIES LAWS, AND THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT. THEREFORE, PURCHASERS OF UNITS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
PRÓSPERA ARBITRATION CENTER LLC

(A Texas Limited Liability Company)

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT is made effective as of December 31, 2019 (the "***Effective Date***"), by the Company and the Persons named as Members on the Ownership Ledger attached hereto as Exhibit B hereto (the "***Ownership Ledger***").

RECITALS

WHEREAS, the Members deem it desirable and in the best interests of the Company to enter into this Agreement, the terms of which shall govern the operation and ownership of the Company to the fullest extent permitted by law, superseding any contrary default provision set forth in the laws of the State of Texas; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS, PRINCIPLES OF CONSTRUCTION

1.1. Definitions.

For purposes of this Agreement, including its Exhibits and Schedules, the terms defined in Exhibit C have the meanings assigned to them, and the capitalized terms defined elsewhere in this Agreement, by inclusion in quotation marks and parentheses, have the meanings so ascribed to them.

1.2. Principles of Construction.

(a) The meanings set forth for defined terms in this Agreement will be equally applicable to both the singular and plural forms of the terms defined and the masculine, feminine or neuter gender will include all genders.

(b) All references in this Agreement to clauses, sections, schedules and exhibits are to clauses, sections, schedules and exhibits in or to this Agreement unless otherwise specified herein.

(c) When used in this Agreement, (i) the words "hereof," "herein" and "hereunder" and words of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement, and (ii) the word "including," "include" or "includes" will be deemed to be followed by the phrase "without limitation" and the phrase "e.g." will mean "including," "include" or "includes" (as appropriate) followed by the phrase "without limitation".

(d) A reference to an agreement, instrument or document will, unless otherwise specified, include such agreement, instrument or document as the same may be amended, modified or supplemented from time to time in accordance with its terms.

2. FORMATION AND PURPOSE

2.1. Formation.

Each Member hereby acknowledges and agrees that (a) the Company was formed as a Limited Liability Company under the Act by the acceptance of the Certificate of Formation in the office of the State of Texas Secretary of State on November 4, 2019, which shall be recognized if the Company is domesticated in the Próspera ZEDE, Republic of Honduras, and (b) the rights, obligations and liabilities of the Members will be as provided under the Act, as modified and superseded by the terms of the formation instrument and this Agreement.

2.2. Name.

The name of the Company is "Próspera Arbitration Center LLC," which for brevity and convenience may be referenced as "PAC LLC" or "PAC," and all business of the Company will be conducted in such name(s) or other name selected by the Board. The Board, in its sole discretion, may change the name of the Company upon ten (10) business days' notice to the Members, without Member consent or approval, even if doing so requires an amendment to this Agreement or the formation instrument.

2.3. Principal Place of Business.

The principal place of business of the Company is 1875 Connecticut Ave NW, 10th Floor, Washington, DC 20009. The Board, in its sole discretion, may change the principal place of business of the Company to any place within or without the State of Texas or Próspera ZEDE, Republic of Honduras, provided that it gives notice to the Members promptly following any such change to the principal place of business of the Company.

2.4. Term.

The term of the Company commenced on the Commencement Date in accordance with the Act and will continue perpetually, unless a Cancellation Document has been filed as contemplated by **Section 2.5(d)** or sooner terminated as provided herein.

2.5. Filings; Agent for Service of Process.

(a) The Company has taken all actions reasonably necessary to perfect and maintain the status of the Company as a Limited Liability Company under the laws of the State of Texas, including the preparation and filing of such amendments to the Certificate of Formation and such other assumed name certificates, documents, instruments and publications as may be required by law.

(b) The Members and the Company will execute and cause to be filed original or amended certificates and will take any and all other actions as may be deemed reasonably necessary by the Board to perfect and maintain the status of the Company as a Limited Liability Company or similar type of entity, or to qualify or register to transact business, under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Texas is set forth in the Certificate of Formation, or any successor as appointed by the Company in accordance with the Act.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with **Section 14**, the Company will promptly execute and cause to be filed a Cancellation Document in accordance with the Act and any certificate or filing under the laws of any other jurisdictions in which the Company and its authorized agents deem such filing necessary or advisable.

2.6. Purpose; Powers.

(a) The Company's business model includes furnishing alternative dispute resolution services that are initially focused in Próspera ZEDE, Republic of Honduras, but eventually expanding internationally, and any other activity the Company deems appropriate to advance its business objectives (the "***Business***"). The purpose of the Company will be to generate capital appreciation and Net Distributable Proceeds by engaging in the Business, while delivering high quality judicial and quasi-judicial dispute resolutions that will help catalyze socioeconomic development to occur within the jurisdictions served. The Company will have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the conduct, furtherance, promotion or attainment of the purposes, business and activities described in this **Section 2.6(a)**.

(b) The Company may engage in such other activities and businesses as may be necessary or desirable, in the sole discretion of the Board, to promote and carry out the purpose of the Company as set forth above.

2.7. Title to Property.

All Property will be owned by and held in the name of the Company as an entity (or by an entity directly or indirectly owned by the Company in whole or in part), and no Member will have any ownership interest in such money or Property in his, her or its individual name, and each Member's Membership Units will be personal property for all purposes.

2.8. Payments of Individual Obligations.

The Company's credit and Property will be used solely for the benefit of the Company, and no Property will be Transferred or encumbered for, or in payment of, any individual obligation of any Member.

2.9. Option to Redomesticate to Próspera ZEDE.

At any time throughout the Company's existence, the Promoter and Organizer shall have the option to cause the domestication of the Company to Próspera ZEDE, Republic of Honduras, such that thereafter the Company shall be governed under the portion of the Roatan Common Law Code codified as §2-3-4-0-3-7-3707 (inter alia), including amendments thereto from time to time, as well as other general laws applicable within Próspera ZEDE to the exclusion of any conflicting laws of the United States of America or State of Texas. Such option shall be exercised by the Promoter and Organizer giving written notice to the Board by electronic mail to its Chairman at the email address either previously designated in writing by the Chairman for this purpose or last used by the Chairman in connection with official duties. Thereafter, the Board and Officers of the Company shall take all necessary action to effectuate the domestication within sixty (60) days of such option exercise, unless a longer period of time is specified by the Promoter and Organizer in the notice.

3. CAPITALIZATION

3.1. Initial Capitalization and Issuance of Units.

(a) As of the Effective Date, the Promoter and Organizer shall be deemed hereby committed to contribute on demand in various tranches, as justified by operational needs and requested by the Board or duly authorized Officers, during the first twenty-four (24) months of operations, $125,000.00 USD directly to the Company (or indirectly to advance the Company's Business) in monthly tranches in cash or in kind consideration (such as through the loaning of personnel) not to exceed $5,233.84 USD, and the intellectual property license included in Exhibit A. The foregoing commitment shall be deemed to capitalize the purchase of 25,000,000 Class A Preferred Units, which shall be issued to the Promoter and Organizer upon execution of this Agreement as shown in Exhibit A.

(b) As of the Effective Date, provided that they contractually commit to furnish service availability of at least equivalent value, the Founding Judges as a class shall be deemed hereby committed to being available to render services valued at $50,000.00 USD directly to the Company during the first twenty-four (24) months of operations to the Company, as may be memorialized by separate contract between the Company and each individual member of the Founding Judges. The foregoing commitment of service availability shall capitalize the purchase of 10,000,000 Class

A Preferred Units by the Founding Judges, which shall be issued to the Founding Judges in proportion to their commitment of service hour availability upon execution of this Agreement, as per their respective service contract, with the allocation of Class A Preferred Units among the individual Founding Judges to be fixed after execution of such separate contracts from which an amended Exhibit A will be generated.

3.2. Adjustment of Capital Accounts.

Each Member will have an initial Capital Account balance equal to the amount of its Capital Contribution, if any. Such amount is also the Member's initial amount of Unreturned Contribution.

3.3. Additional Capital Contributions.

No Member shall be obligated to make any additional Capital Contributions to the Company. Provided there has not been a Change of Control within the Promoter and Organizer after the Effective Date, any Additional Capital Contributions made by the Promoter and Organizer, shall be made in exchange for Class A Preferred Units unless, at its sole discretion, it chooses to accept a different type of security instead. Upon receipt of Additional Capital Contributions made by the Promoter and Organizer, the Board shall take immediate steps to cause the authorization and issuance of corresponding Class A Preferred Units after determining the fair valuation of each such unit, with such determination deemed final and conclusive by each Member.

3.4. Capital Structure; Ownership Ledger.

(a) The Membership Interests of the Company will be evidenced by the issuance to the Members of the Membership Units as set forth on the Ownership Ledger attached hereto as Exhibit B. On the Effective Date, there shall be 100,000,000 authorized Membership Units, consisting of 35,000,000 authorized Class A Preferred Units, 55,000,000 authorized Class B Units, and 10,000,000 authorized Class C Units. Membership Units may be issued as whole Membership Units or, subject to the approval of the Board in its sole discretion, as fractional Membership Units. Additionally, subject to the approval of the Board in its sole discretion, general provisions of this Agreement dealing with transfers, and subject to **Sections 4.1(b) and 5.3**, Economic Interests associated with any Membership Unit other than Class B Units, which are subject to the special rules of Section 3.5, may be transferred by a Member to any other Member or third party, who thereafter shall be deemed an Economic Interest Owner. Upon the approval of the Board and subject to **Sections 4.1(b) and 5.3**, the Company may also issue additional Membership Units or create a new class of Membership Units or issue warrants or other rights to acquire Membership Units or securities or other instruments convertible into an equity interest in the Company; however, in no event shall the Company issue any new security or other instrument or create any new class of securities or issue warrants or other rights that would be inconsistent with or otherwise violate the anti-dilution rights of the Class A Preferred Units as a class as set forth in Section 5.3; with any such issuance or creation deemed void ab initio and any statute of limitations applicable to any challenge to the same by Preferred Member(s) waived by all persons claiming an interest under this Agreement. Absent manifest error, the Ownership Interests recorded on the Ownership Ledger will be the conclusive record of the Membership Units and Economic Interests that have been issued, transferred and are outstanding.

(b) The Company shall, in accordance with this **Section 3.4(b)**, maintain the Ownership Ledger as part of the books and records of the Company. Except as may otherwise be required by law or by this Agreement, the Company shall be entitled to treat each Member as the record holder of the Membership Units (and each Economic Interest Owner, if any, as the record holder of the Economic Interest subject to the special rules applicable to Class B Units in **Section 3.5**) shown on the Ownership Ledger for all purposes, including the payment of any distributions and the right to vote with respect thereto, regardless of any Transfer of such Membership Units or Economic Interest, until such Membership Units or Economic Interests have been transferred on the books of the Company in accordance with the requirements of this Agreement. The Board, or such Person as the Board may from time to time designate, shall amend the Ownership Ledger from time to time, without the consent of any Member or Economic Interest Owner, to reflect: (i) the admission or withdrawal of any Member or Economic Interest Owner in accordance with the terms of this Agreement; (ii) the Transfer of Membership Units or Economic Interests in accordance with **Section 12**; (iii) any issuance of Membership Units to new Members or of additional Membership Units to existing Members made in accordance with the terms of this Agreement; (iv) any additional Capital Contributions made by a Member; (v) any reallocation of Economic Interests associated with Class B Units required by the special rule in Section 3.5; or (vi) such other changes as may be expressly permitted by this Agreement.

(c) Authorized Class B Units shall be reserved for issuance from time to time by the Board to Senior Judges, Junior Judges and Judicial Officers pursuant to any equity incentive plan or other agreement approved by the Board, which may be subject to vesting or other restrictions that affect eligibility for Distributions of Profit and Loss. Each offering of Class B Units, and any related equity incentive plan, shall be structured to ensure that that Senior Judges hold 60% of all issued and outstanding Class B Units, Junior Judges hold 30% of all issued and outstanding Class B Units, and Judicial Officers hold 10% of all issued and outstanding Class B Units.

(d) Authorized Class C Units shall be reserved for issuance from time to time by the Board to Subsequent Investors.

3.5. Special Rules Governing Economic Interests Attributable to Class B Units

(a) The Economic Interest attributable to each Class B Unit shall be deemed transferred upon issuance to the Standing Competence and Ethics Committee ("SCEC") established pursuant to **Section 7.11(a)** to be held in trust for the benefit of all future record holders of Class B Units as a class and allocated during each Allocation Year in accordance with the special rules set forth in this Section.

(b) Notwithstanding anything to the contrary in Exhibit D, upon each declaration of an allocation of Profit, Loss or Distribution of the Company, the Board directly or by delegation to an Officer, with the concurrence of the SCEC, shall determine the amount of hours worked in service of the Company by each record holder of Class B Units during the Allocation Year. Immediately upon fixing the hours worked by each record holder of Class B Units during the Allocation Year, work hours shall be credited towards the allocation of Economic Interests attributable to Class B Units as follows: (i) Senior Judges shall receive work hour credits equal to a multiple of 6 times the number of hours actually worked; (ii) Junior Judges shall receive work hour credits equal to a multiple of 3 times actual hours worked; and (iii) Judicial Officers shall

receive work hour credits equal to the number of actual hours worked. After work hour credits are allocated among record holders of Class B Units as aforesaid, Economic Interests attributable to Class B Units, and corresponding allocations of Profit, Loss or Distribution, shall be allocated by the Board or its delegate, with the concurrence of the SCEC, for the Allocation Year among record holders of Class B Units as if the Economic Interests attributable to all Class B Units were then owned by each record holder of Class B Units in proportion to their respective number of work hour credits during the Allocation Year; which shall result in a corresponding allocation of Profit, Loss or Distribution of the Company in relation to record holders of Class B Units for the Allocation Year pursuant to Article 6 and Exhibit D.

(c) Alternatively, the Board directly or by delegation to an Officer, with the concurrence of the SCEC, may approve and enforce an equity incentive plan or other agreement governing all Class B Units, with the consent of the Promoter and Organizer, that adopts a methodology for attributing Economic Interests for purposes of allocating Profit, Loss or Distributions of the Company among record holders of Class B Units that is different than the methodology contemplated in this Section.

(d) Notwithstanding any other provision to the contrary herein or elsewhere, record holders of any Class B Unit may not assign, anticipate, encumber, alienate, or otherwise voluntarily transfer any Economic Interest attributable to any Class B Unit. In addition, the Economic Interests attributable to Class B Units are not subject to attachment, creditor claim, bankruptcy proceedings or any other legal process to which any record holder of any Class B Unit is a party. Further, Economic Interests attributable to Class B Units are not inheritable, nor are they marital property or otherwise subject to spousal claims in respect of any record holder of any Class B Unit.

3.6. No Interest.

No interest shall be paid on any Capital Contributions or Capital Account balance of any Member, except as may otherwise be provided in this Agreement.

3.7. Loans.

Without in any way limiting the authority of the Board to cause the Company to borrow funds from a non-Affiliated third party (instead of, or in addition to, any loan(s) of the type contemplated by this **Section 3.7**), any Member or Affiliate of a Member may, with the consent of the Board and subject to **Section 5.3**, as applicable), lend or advance money to the Company; provided that such loan shall be on terms and conditions not less favorable to the Company than those available from non-Affiliated third parties for similar loans, as determined by the Board in its reasonable discretion. If a Member shall make any loan(s) to the Company or advance money on its behalf, the amount of such loan(s) or advance(s) shall not be treated as a Capital Contribution to the Company and shall not increase such Member's Capital Account but shall instead be treated as a debt due from the Company to a creditor as to all parties and as for all purposes to the fullest extent permitted by law. Any such loan shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company's Property in accordance with the terms and conditions upon which such loan was made and shall bear interest at a rate agreed upon by such Member and the Board.

3.8. Failure to Contribute a Required Tranche.

(a) If any Member shall be in default in its obligation to make a Capital Contribution in accordance with **Section 3.1** above, and such default shall continue for ten (10) calendar days following notice of such default from the Company (any such Member is hereinafter referred to as a "***Defaulting Member***"), the Board shall have the right to exercise on behalf of the Company such rights and remedies with respect thereto as are available at law or in equity and may commence legal proceedings to compel the Defaulting Member to make the additional Capital Contribution. Without limiting the generality of the foregoing, after notice to a Defaulting Member as aforesaid, the Board may, at its option, do any one or more of the following (but without duplication as to recovery):

(i) alone or in association with other Members purchase the Membership Interest of the Defaulting Member (the "***Buyout Right***") for an amount, in cash, equal to the lesser of (a) sixty-six percent (66%) of the Defaulting Member's then-current Capital Account, or (b) the book value of such Membership Interest, as of the date of such default, as determined by the Board in accordance with generally accepted accounting principles consistently applied (the "***Buyout Price***"), such price to be paid to Company.

(ii) if the default occurs in the Initial Capitalization, terminate or suspend until full payment the right of the Defaulting Member to vote its Membership Interest in addition to the termination or suspension of any other rights appertaining to a Membership Interest in the Company, as determined by the Board in its sole discretion.

(iii) if the default occurs in the Initial Capitalization, terminate the Member's right to appoint Director(s) under this Agreement, if applicable, and cause Director(s) appointed by the Defaulting Member to be removed and such positions to be left vacant until such default is cured (provided that such vacancy shall be regarded as filled and present for purposes of determining the existence of a quorum for action by the remaining Director(s)).

(iv) if the default occurs in the Initial Capitalization, permit other Members to purchase the Member's Membership Interest at the value determined under clause (i) above and pursuant to such other terms as the Board deems appropriate, in its discretion.

(b) Each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's Membership Interest, including any Economic Interest originally associated therewith, to secure such Member's obligation to make the Capital Contribution required to be made pursuant to **Section 3.1**, and agrees that the Company shall have, in addition to the rights provided for herein, all of the rights and remedies of a secured party under the Uniform Commercial Code (including the right to obtain a deficiency judgment against the Defaulting Member) in respect to its Membership Interest in the event of the failure of a Preferred Member to comply with its obligations as provided herein. Each Member shall take such actions as the Board shall request in order to perfect or enforce the security interest created hereunder.

(c) If the Company elects to exercise its Buyout Right, the Company may issue to the Defaulting Member a zero interest promissory note (or a promissory note bearing such minimal

interest as the Board shall determine appropriate) with a five-year term (subject to prepayment at any time) for the Buyout Price.

4. MEMBERS

4.1 Members and New Members.

(a) As of the Effective Date, the Members, Economic Interest Owners, if any, and their addresses are as listed on the Ownership Ledger attached hereto as Exhibit B. Each Member or Economic Interest Owner, if applicable, has made the Capital Contribution and holds the indicated Membership Units or Economic Interests as set forth opposite such Member's or Economic Interest Owner's name.

(b) New Member(s) or Economic Interest Owner(s) may be admitted upon the approval of the Board only with the concurrence of the Promoter and Organizer and in accordance with **Section 12.6**, except that the Company and the Board shall admit without objection any Economic Interest Owner who attained such status by inheritance from a previously admitted Member or Economic Interest Owner.

(c) Upon admission of any New Member(s) or Economic Interest Owner(s) to the Company in accordance with this Agreement, as contemplated by **Subsection (b)** above or **Section 12.6**, the Board will cause to be prepared an amendment to this Agreement revising the Ownership Ledger to reflect the Capital Contribution of, and the Membership Units or Economic Interests held by, such Member or Economic Interest Owner.

(d) Except as provided in **Section 12.6**, or as is authorized against a Defaulting Member in **Section 3.8**, no Person will be admitted as a New Member or Economic Interest Owner of the Company.

(e) Except as otherwise provided in this Agreement, each Member will have the rights and obligations of a "member" as provided in the Act. A Member who has assigned all of his, her or its Membership Unit(s) to one or more assignees, whether validly or not, will cease to be a Member, and such assignees will not become Members until admitted as New Members pursuant to **Section 12.6**.

4.2 Meetings of Members.

(a) Meetings of the Members will be held upon the request of the Board, at the Chairman of the Board's request, or at the request of Member(s) holding a Majority-In-Interest, but only after the requesting Member(s) has given written notice to each other Member of such meeting at least ten (10) calendar days in advance thereof, specifying the hour, date, location and purpose of the meeting. If no designation of a place of meeting is made, the place of meeting will be the principal place of business of the Company.

(b) At all meetings of Members, the presence, in person or by proxy, of a Majority-in-Interest will constitute a quorum for the transaction of business, provided however that the Promoter and Organizer appearing through a duly authorized representative is among the Members present. Any meeting of the Company will be deemed "duly convened" when (i) all Members

have been given proper notice thereof pursuant to the terms of this Agreement and (ii) a quorum of the Members is present. Once a Member is present for any purpose at a meeting, other than solely to object to holding the meeting or transacting business at the meeting, such Member will be deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof. Once a quorum is present, it will not be broken by the subsequent withdrawal of any of those present except for the Promoter and Organizer, which must be present through a duly authorized representative at all times to make or preserve quorum. Any meeting of the Members may be adjourned without prior notice, from time to time, to such place and such time as will be approved by a Majority-in-Interest. At such adjourned meeting at which a quorum will be present, in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called. In order for any action to be passed at any meeting of Members, such action must receive the affirmative vote of a majority of votes attributable to outstanding Membership Units and of the Promoter and Organizer, acting through a duly authorized representative, unless the vote of a greater or lesser proportion, threshold, requisite or number of Units is otherwise provided by the other provisions of this Agreement.

4.3 Acts of the Members; Proxies.

(a) Except as otherwise provided in this Agreement, any action that is approved by a Majority-in-Interest and of the Promoter and Organizer, acting through a duly authorized representative, will be the act of the Company and the Members, and, in the event of voting by the Members for any reason, the following rules will apply:

(i) subject to the protective provisions of **Section 5.3**, each Member shall have the number of votes that is authorized for the respective class of Membership Unit the Member holds.

(ii) Members may vote at any meeting in person or by proxy. A Member may, in writing, appoint another Person as the Member's proxy to vote or otherwise act for such Member, and such proxy will be entitled to act as specified in the proxy. A proxy must state the specific meeting for which it is to be valid and will not be valid for more than the meeting specified therein. Subject to any express limitation on the proxy's authority appearing on the face of the proxy, the Company will accept the proxy's vote or other action as that of the Member appointing the proxy; and

(iii) for the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is sent will be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting has been made as provided in this Section, such determination will apply to any adjournment thereof.

(b) Notwithstanding the foregoing provisions of this **Section 4.3**, any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if such action is in writing and is approved and signed by Members holding such number and class of Membership Units that, if associated voting rights had been voted, would have been sufficient to approve the action had a meeting of the relevant Members been held. Such consent will be delivered to the Company and will be filed with the minutes, if any, and resolutions of the meetings

of Members in the records of the Company. Such written consent may be executed electronically or in counterparts, each of which, so executed, will constitute one and the same original document. Signatures received via facsimile, through document e-signature service, or e-mail in PDF format will be deemed originals for purpose of this **Section 4.3(b)**. Prompt notice following the taking of a Company action without a meeting by less than unanimous written consent will be given to those Members who have not consented in writing thereto.

4.4 Electronic Communications.

Members may participate in meetings of the Members by means of telephone conference or other electronic communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting will constitute presence in person at the meeting. If all the participants are participating by telephone conference or other communications equipment, the meeting will be deemed to be held at the principal place of business of the Company.

5. UNITS

5.1 Liquidation Preference.

In the event of any Capital Transaction, each holder of Class A Preferred Units shall be entitled to receive, prior and in preference to any distribution of any assets of the Company to the holders of any other Units by reason of their ownership thereof as a result of a Capital Transaction, the amounts set forth in Section 2.1(b) of Exhibit D.

5.2 Voting Rights.

(a) Class A Preferred Units.

(i) With respect to Member Actions on which all Members are entitled to vote regardless of class, Class A Preferred Units as a class are assigned 35% of the total voting weight available to all Membership Units in the Company. The entire voting weight of Class A Preferred Units shall be cast as determined by the majority vote of holders of Class A Preferred Units, each of whom shall be entitled to cast one (1) vote per such unit held.

(ii) Holders of Class A Preferred Units as a class are assigned the right to appoint three (3) Directors to the Board. Such appointment authority shall be exercised at a Member meeting or by written consent based on each such holder of Class A Preferred Units being entitled to nominate up to three (3) candidates to stand for appointment to the Board, as well as to distribute and cast among the candidates as he sees fit one (1) vote per Class A Preferred Unit held. Each open seat among the three (3) Directors allocated to holders of Class A Preferred Units shall thereafter be filled by the candidate who received more votes than any other candidate until all seats are filled.

(iii) Holders of Class A Preferred Units as a class are assigned the right to remove any Director appointed to the Board at any time. Such removal authority shall be exercised at a Member meeting or by written consent with respect to each challenged Director individually and shall be based on each such holder being entitled to cast one (1) vote per Class A Preferred Unit

held on the question of removal, with the outcome of the removal question determined by the majority of votes cast.

(b) Class B Units.

(i) With respect to Member Actions on which all Members are entitled to vote regardless of class, Class B Units as a class are assigned 55% of the total voting weight available to all Membership Units in the Company. The entire voting weight of Class B Units shall be cast as determined by the majority vote of holders of Class B Units, each of whom shall be entitled to cast one (1) vote per such unit held.

(ii) Holders of Class B Units as a class are assigned the right to appoint two (2) Directors to the Board by default; however, once holders of Class C Units appoint one (1) Director to the Board, then holders of Class B Units shall have the right thereafter to appoint an additional Director to the Board, for a total of three (3) Directors. Such appointment authority shall be exercised at a Member meeting or by written consent based on each such holder of Class B Units being entitled to nominate up to two (2) candidates to stand for appointment to the Board, as well as to distribute and cast among the candidates as he sees fit one (1) vote per Class B Unit held. Each open seat among the Directors allocated to holders of Class B Units shall thereafter be filled by the candidate who received more votes than any other candidate until all seats are filled.

(iii) Holders of Class B Units as a class are assigned the right to remove any Director they have appointed at any time. Such removal authority shall be exercised at a Member meeting or by written consent with respect to each challenged Director individually and shall be based on each such holder being entitled to cast one (1) vote per Class B Unit held, with the outcome of the removal question determined by the majority of votes cast.

(c) Class C Units

(i) With respect to Member Actions on which all Members are entitled to vote regardless of class, Class C Units as a class are assigned 10% of the total voting weight available to all Membership Units in the Company. The entire voting weight of Class C Units shall be cast as determined by the majority vote of holders of Class C Units, each of whom shall be entitled to cast one (1) vote per such unit held.

(ii) Holders of Class C Units as a class are assigned the right to appoint one (1) Director to the Board. Such appointment authority shall be exercised at a Member meeting or by written consent based on each such holder of Class C Units being entitled to nominate one candidate to stand for appointment to the Board, as well as to distribute and cast among the candidates as he sees fit one (1) vote per Class C Unit held. The open Director seat allocated to holders of Class C Units shall thereafter be filled by the candidate who received more votes than any other candidate.

(iii) Holders of Class C Units as a class are assigned the right to remove any Director they have appointed at any time. Such removal authority shall be exercised at a Member meeting or by written consent with respect to each challenged Director individually and shall be based on each such holder being entitled to cast one (1) vote per Class C Unit held, with the outcome of the removal question determined by the majority of votes cast.

5.3 Protective Provisions.

(a) Notwithstanding anything contained herein, the Promoter and Organizer's consent is required for any amendment of this Agreement, other than merely ministerial updates of the ledger of Membership Units authorized, issued, and transferred, while the Promoter and Organizer remains a Member and the Company is contracted to serve as the default Arbitration Service Provider for Próspera ZEDE unless the proposed Amendment has the approval of at least two-thirds of all voting weight attributed to all Membership Units, and at least two-thirds of the absolute number of Directors appointed to the Board based on one (1) vote per Director.

(b) Notwithstanding anything contained herein, the Company shall not take any action that has the effect of:

(i) Creating any new class or series of Membership Units having rights, preferences or privileges senior to the Class A Preferred Units;

(ii) authorize or issue any amount or class or series of Membership Units or other securities, or impose any condition or restriction that would result in the holders of Class A Preferred Units as a class holding less than 35% of the voting weight authorized for all Membership Units with respect to any Member action (with any such authorization, issuance or imposition in violation of this provision deemed void ab initio and any statute of limitations applicable to any challenge to the same by Preferred Member(s) waived by all persons claiming an interest under this Agreement) (the "Voting Floor");

(iii) authorize or issue any amount or class or series of Membership Units or other securities, or impose any condition or restriction that would result in the holders of Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class receiving fewer than 35% of the Net Distributable Proceeds authorized for all holders of Membership Units and Economic Interests (with any such authorization, issuance or imposition in violation of this provision deemed void ab initio and any statute of limitations applicable to any challenge to the same by Preferred Member(s) waived by all persons claiming an interest under this Agreement) (the "Profit Floor"); and

(iv) engage in a Capital Transaction that does not result (either individually or collectively with prior Capital Transactions, if any) in a return to Preferred Unit of a uniform per unit amount sufficient to ensure Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class receive at least 35% of all proceeds distributed among all Membership Units.

6. ALLOCATIONS & DISTRIBUTIONS

Subject to the special rules applicable to Class B Units set forth in **Section 3.5**, and the protective provisions set forth in **Section 5.3**, each item of income, gain, loss, deduction, and credit of the Company will be allocated among the Members and Economic Interest Owner(s), if any, in accordance with the provisions of Exhibit D and all distributions to the Members and Economic Interest Owner(s), if any, shall be made in accordance with the provisions of Exhibit D.

7. MANAGEMENT AND OPERATION OF BUSINESS

7.1 Manager, Board of Directors and Officers.

(a) The Promoter and Organizer, acting through its duly authorized legal representative, shall initially serve as "manager" of the Company as provided in the act subject to and in accordance with the superseding provisions of this Agreement.

(b) Within ninety (90) days of the Effective Date, the Promoter and Organizer shall conduct an organizational meeting of the Members at which the Board of Directors shall be appointed. Thereafter, once the Board of Directors is duly appointed, the business and affairs of the Company will be managed exclusively by and under the direction of a Board of Directors. The Board as a class deemed the "manager" of the Company as provided in the Act subject to and in accordance with the superseding provisions of this Agreement, such as the provisions of Section 7.11 establishing and empowering Officers and the SCEC.

(c) Without limiting any other authority of the Board under this Agreement or the Act, each Member hereby agrees that the Board will be authorized to confer the authority upon any of the Officers to execute, deliver and perform any agreements, acts, transactions and matters on behalf of the Company without any further approval or other act of the Members or the Company, provided that such authority is not otherwise restricted under this Agreement.

(d) The Board will have the power and authority to delegate its rights and powers to manage and control the business and affairs of the Company, hereunder or otherwise, subject to any limitations set forth in this Agreement. No such delegation will relieve the Board of any of its obligations under this Agreement.

(e) The Board shall initially consist of three (3) Directors appointed by holders of Class A Preferred Units, which number shall be expanded to five (5) Directors upon issuance of Class B Units, and further expanded to seven (7) Directors upon issuance of Class C Units. Vacancies in the required number of Directors shall not prejudice the operations of the Company nor preclude the Board from meeting or acting; and all vacancies in Director seats shall be counted as present towards establishing a quorum if capable of being voted as provided in Sections 7.1(d)(i), (ii), (iii), (iv), (v), (vi), and 7.1(e). The Directors shall be nominated, appointed, removed and replaced by appointment exclusively as set forth in Section 5.2.

(f) Subject to the terms of this subparagraph, a simple majority of the votes attributable to the Director(s) shall be required for all decisions of the Board, unless a greater majority is set forth in this Operating Agreement as in the case of Amendments to this Operating Agreement that are not merely ministerial in updating the ledger of Membership Units authorized and issued. In the event of a tie vote among the Directors, the Chairman of the Board shall in his sole discretion either vote to break the tie or move the Board to reconsider the matter, in such instance each Director is to vote again until a majority is obtained. Each Director shall have one (1) vote and the Chairman of the Board shall have one (1) additional vote (two in total). An unopposed or majority vote among Directors appointed by holders of Class A Preferred Units as a class shall determine the vote of any vacant seat on the Board which holders of any Membership Unit are entitled to fill.

Each Director designated will hold office until such Director's death, disability, resignation or removal.

(g) The Company and the Board may not take any of the following actions without the approval of the holder(s) of seventy percent (70%) of the total vote weight attributable to all outstanding Membership Units:

(i) distributions, redemptions and repurchases of Membership Units;

(ii) the decision to dissolve and wind up the Company as set forth in **Section 14.1(a)**;

(iii) the authorization or issuance of any additional Membership Units or classes of Membership Units of the Company;

(iv) merger of, consolidation of or sale of all or substantially all the assets of the Company; and

(v) the increase or decrease of the size of the Board.

7.2 Duties and Limitation of the Board.

Subject to the other provisions of this Agreement, the Board of Directors:

(a) has the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's business purposes described herein, including all powers, statutory or otherwise;

(b) shall exclusively conduct, direct and exercise full control over all activities of the Company, and may from time to time, with the consent of the Promoter and Organizer while the Promoter and Organizer is a Member and the Company is under contract to serve as the default Arbitration Service Provider of Próspera ZEDE, appoint or remove Officers and/or hire employees or contractors to serve the Company at reasonable compensation; and

(c) shall be exclusively all management powers over the business and affairs of the Company and, in accordance with the provisions of **Section 8.2**, the Members, in their capacity as such, will not have any right of control or management power over the business or affairs of the Company.

7.3 Additional Obligations of the Board.

The Board will maintain the Company's status as a partnership for U.S. federal income tax purposes and not take any position or action or make any election, in a tax return or otherwise, inconsistent therewith.

7.4 Other Matters Concerning the Board and Members.

(a) Whenever in this Agreement or any other agreement contemplated herein the Board is permitted or required to make a decision in its "discretion" or in "good faith" (or under another similarly expressed standard), the Board shall act in good faith, in a manner which it believes to be in the best interests of the Company, and with the care that an ordinarily prudent Person in a like position would use under similar circumstances. Without limiting the foregoing, the Board shall have, exercise, and be held to the equivalent fiduciary duties to which a "director" of a corporation is held under the laws of the State of Texas.

(b) The Board may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and such other consultants and advisers as it may deem necessary or advisable. The opinion of such Persons as to matters which the Board reasonably believes to be within such Person's professional or expert competence will constitute full and complete protection in respect of any action taken or suffered or omitted by the Board in good faith and in accordance with such opinion; provided that the Board did not act in bad faith in either the selection of such Person or in reliance on such opinion.

(c) The Company will within ninety (90) days after the date of this Agreement use its commercially reasonable best efforts to purchase (and thereafter maintain) D&O and/or E&O insurance on behalf of Directors and Officers regardless of whether or not the Company would have the power or obligation to provide indemnification against liability under the provisions of this Agreement, unless its Directors and Officers are otherwise covered under D&O and/or E&O insurance policies for their respective position within the Company.

(d) Board service shall be uncompensated and hours worked on the Board shall not deplete any availability retainer of any Officer, employee or contractor of the Company if such person is serving on the Board.

7.5 Meetings of the Board.

The Board may hold meetings, both regular and special, as designated by the Board. Regular meetings of the Board may be held without notice at such time and at such place as will from time to time be determined by the Board. Special meetings of the Board may be called by any Director on not less than two (2) days' notice to each Director by electronic means including email, or overnight courier service, provided such overnight courier service provides a receipt or other proof of service to the contact information on file with the Company.

7.6 Quorum; Acts of the Board of Directors.

At all meetings of the Board, the number of Directors entitled to cast a majority of the votes on the Board will constitute a quorum for the transaction of business provided the Chairman of the Board or his designee is one of the Directors present and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum will be the act of the Board. Provided that vacant seats can be voted pursuant to **Section 7.1(e)**, they shall be counted as if the Director for that seat were present for

purposes of establishing a quorum. If a quorum will not be present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum will be present. In order for any action to be passed at any meeting of the Board, such action must receive the approval required by the Act or, if different, the approval required by other provisions of this Agreement, which are intended to modify and supersede the Act, to the extent that such provisions may lawfully supplement or supersede the Act. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the requisite number of the Directors or the Chairman or his designee consent thereto in a written or electronically acknowledged resolution, and such consent shall be deemed the equivalent of casting their vote(s) for such action. Such writing or writings must also be filed with the Company's corporate records.

7.7 Electronic Communications.

Directors may participate in meetings of the Board by means of telephone conference or other electronic communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting will constitute presence in Person at the meeting. If all the participants are participating by telephone conference or other communications equipment, the meeting will be deemed to be held at the principal place of business of the Company.

7.8 Board Expenses.

If approved by the Board, Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as a Director. No such payment will preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

7.9 Board Observers

The Board may appoint persons as board observers on such terms as it deems advisable, in its sole discretion; board observers shall be deemed control persons for purposes of determining attorney-client confidentiality if they are appointed for their special expertise and knowledge to assist the Board in its deliberations in directing corporate counsel to take legal action or in considering or responding to legal recommendations by corporate counsel.

7.10 Officers.

(a) Initial Appointment of Officers. The Promoter and Organizer, while a Member and so long as the Company is under contract to serve as default Arbitration Service Provider of Próspera ZEDE, shall be entitled to appoint and remove the initial officers of the Company, including a Chief Executive Officer/ADR Administrator, Chief Legal Officer, and Chief Financial Officer, (each, an "***Officer***"). The initial Officers will be as set forth on Exhibit E. The Promoter and Organizer may remove any Officer that it has appointed with or without cause, subject to the terms of any governing service contract, without Board action.

(b) Removal and Subsequent Appointment of Officers. Upon the Board's formation, without limiting the Board's powers and authority set forth in this **Section 7**, the Board, on behalf

of the Company, is hereby authorized to appoint and remove Officers subject to the requirement of first securing the consent of the Promoter and Organizer if the Promoter and Organizer is a Member and the Company is under contract to serve as default Arbitration Service Provider of Próspera ZEDE. If the Promoter and Organizer ceases to be a Member or the Company is no longer under contract to serve as default Arbitration Service Provider of Próspera ZEDE, then subsequent Officer appointments or removals shall be made by the Board for such terms as determined by resolution of the Board without any further act, vote or approval of any Member.

(c) Officer Attributes. Each such Officer shall be nonexclusively delegated aspects of the power and authority of the "manager" of the Company consistent with the power and authority of the relevant office. Any two (2) or more offices may be held by the same person. Officers need not own Membership Units and need not be employees of the Company. The Officers, to the extent of their powers set forth in this Agreement or otherwise in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers will bind the Company.

(d) Authorities. Subject to this **Section 7.10**, the Officers will have such roles, duties and responsibilities as are commonly incident to such offices, and will perform such other duties and have such other powers as the Board designates from time to time. Without limiting the generality of the foregoing, the following Officers, if appointed, shall have the powers and authorities stated below, subject to the exclusively delegated authority of the SCEC.

(i) Chief Executive Officer/ADR Administrator. The Chief Executive Officer/ADR Administrator ("CEO") shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the Business and the Officers of the Company. He shall have the general powers and duties of management and fundraising usually in the office of President of a Corporation (although the Company is not a corporation), as well as powers and duties of, and over, all other designated officers of the Company, and shall have such other powers and duties as may be prescribed by the Board of Directors. Such power and duties of management include authority over the overall budget of the Company and its allocation among the Company's various officerial positions and projects. The CEO shall also possess the typical authorities of a corporate secretary and, in such capacity, shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board of Directors may direct, a book of minutes or resolutions (if a record of proceedings is detailed in such resolutions or otherwise in the event of unanimous, informal action by the Company or Board) of all meetings and actions of Directors, Committees, and Members. The minutes of formal meetings shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number and voting weight of Membership Units present or represented at Member meetings, and the proceedings thereof. The minutes of informal meetings or actions conducted by consent with waiver of notice may be adequately kept through the record of the corresponding resolution evidencing the action taken and votes or approvals demonstrating unanimity in the action among relevant directors and/or members. The CEO shall keep, or cause to be kept, at the principal executive office of the Company or at the office of the Company's transfer agent or registrar, as determined by resolution of the board of directors, an equity/membership interest register, or a duplicate membership interest register, showing the names of all Members and their addresses (email addresses may

suffice), the number and classes of Membership Units held by each, the number and date of certificates or agreements or other instruments evidencing such units, and the number and date of cancellation of every Membership Unit surrendered for cancellation, if any. The CEO shall give, or cause to be given, notice of all meetings of the Members, Committees, and of the Board of Directors required to be given by law or by this Agreement. The CEO has authority on behalf of the Company to execute contractual instruments and shall execute bonds, mortgages and other contracts of the Company except where the signing and execution thereof shall be expressly delegated by the Board of Directors through a resolution or by the CEO in writing to some other officer or agent of the corporation. Further, the CEO has primary authority over Judicial Officers and (i) the appointment of Judicial Officers, including the assessment of each judicial candidate's character and competence; and (ii) the assignment and reassignment of Judicial Officers to the Company's alternative dispute resolution divisions.

(ii) Chief Legal Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the CEO, if there be such officer, the Chief Legal Officer ("CLO") is the head of the Company's legal department. Reporting directly to the CEO, the CLO shall have all power, authority and responsibility necessary and proper to guide the Company in minimizing its legal risks and maximizing optimal legal positioning by advising the Company's other officers and board members on any major legal and regulatory issues the Company confronts, including those arising from governmental oversight or litigation risks, as well as taking responsibility over all corporate legal matters. Accordingly, the CLO is empowered and authorized to represent the Company, as permitted by licensure requirements, in regard to legal proceedings at any level or before any governmental body. The CLO is responsible to ensure that officers, managers, employees and contractors understand new or changing laws, how their actions affect the Company's legal standing, and the nature of any compliance requirements; and shall establish such policies, protocols and training curricula as is necessary to assist in such understanding and corresponding action. The CLO additionally has the power, authority and responsibility to ensure the Company and officers are observing the corporate structure, properly maintaining governance documents, and attending to the interests of the Membership. In exercising these powers and authorities and fulfilling the foregoing responsibilities, the CLO may delegate all or part of such power, authority and responsibility to the Company's General Counsel or to outside corporate counsel. The CLO shall be required to exercise all of the foregoing powers, authorities and responsibilities within the budget allocated to the same by the CEO or the Board of Directors. Additionally, in the absence or disability of the CEO or CFO, the CLO shall perform all the duties of the CEO or CFO, respectively, and when so acting shall have all the powers and authorities of, and be subject to all the restrictions upon, the CEO or CFO.

(iii) Chief Financial Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the CEO, if there be such an officer, the Chief Financial Officer (the "CFO") shall be the head of the Company's treasury and also the tax matters partner for all interactions with government revenue agencies. Reporting directly to the CEO, the CFO shall have the power, authority and responsibility to keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any Director, the CEO, and the CLO. The CFO shall deposit all moneys and other valuables in the name and to the credit of the Company with such depositories as may be

designated by the Board of Directors, CEO or COO. He shall disburse the funds of the Company as may be ordered by the Board of Directors or CEO, shall render to the CEO and Directors, whenever they request it, an account of all his transactions as CFO and of the financial condition of the Company, and shall have other powers, authorities, and perform such other duties as may be prescribed by the Board of Directors or the CEO. The CFO shall be required to exercise all of the foregoing powers, authorities and responsibilities within the budget allocated to the same by the CEO or the Board of Directors. Additionally, in the absence or disability of the CEO and the CLO, the CFO shall perform all the duties of the CEO and when so acting shall have all the powers and authorities of, and be subject to all the restrictions upon, the CEO.

(e) Board Consent. Notwithstanding any other provision herein, but subject to the special protections of Section 5.3, the following acts and decisions require prior Board approval in each case:

(i) Any investments and obligations of $25,000 or higher (including key person compensation);

(ii) mergers, consolidations, acquisitions, disposition;

(iii) distributions, redemptions and repurchases;

(iv) the authorization or issuance of any additional Membership Units or classes of securities of the Company; and

(v) merger of, consolidation of or sale of all or substantially all the assets of the Company.

7.11 Establishment and Authorities of the Standing Competence and Ethics Committee.

(a) The Standing Competence and Ethics Committee ("SCEC") is hereby established.

(b) Subject to the voting thresholds detailed in Sections 7.11(c) and (d), the SCEC shall exercise exclusively the authorities of the "manager" of the Company relative to:

(i) the appointment of Senior Judges and Junior Judges, including the assessment of each judicial candidate's character and competence;

(ii) the promotion of Judicial Officers to Junior Judge, and Junior Judges to Senior Judge, as well as the assignment and reassignment of Senior Judges and Junior Judges to the Company's alternative dispute resolution divisions;

(iii) the removal or suspension of Judicial Officers, Junior Judges and Senior Judges;

(iv) promulgating and implementing ethics and disciplinary rules and policies for Judicial Officers, Junior Judges and Senior Judges;

(v) receiving and adjudicating complaints filed by members of the public concerning the conduct of Senior Judges and Junior Judges in active service; and

(vi) overseeing the Board or its delegate in administering the special rules applicable to Class B Units pursuant to Section 3.5 and concurring in the imputative allocation of Economic Interests among holders of Class B Units.

(b) The SCEC has the authority to delegate its responsibilities to its subcommittees or the Board, CEO, CLO, or CFO, subject to reasonable supervision and the reservation of the right to terminate such delegation at any time.

(c) Appointments to Senior Judge or Junior Judge Roster.

(i) The number and class (Senior Judge or Junior Judge) of roster seats available for appointments to the status of Senior Judge or Junior Judge shall be initially determined by the Promoter and Organizer after the completion of the Founding Judge offering and included in an amended Exhibit F.

(ii) The Promoter and Organizer has the authority to appoint the initial roster of Senior Judges and Junior Judges or otherwise delegate such appointment authority to the CEO to be exercised within sixty (60) days of the Effective Date.

(iii) The terms of service for any Judicial Officer, Junior Judge, or Senior Judge shall be determined by their respective service contract with the Company except that all such terms are subject to and controlled by the powers and authorities granted by this Section to the SCEC, and the Agreement more generally.

(iv) Open Senior Judge or Junior Judge roster seats that become available for appointments after the initial appointments by the Promoter and Organizer (or its delegate) shall be filled by the SCEC as follows. Any SCEC Trustee may nominate a candidate for consideration as a Senior Judge or Junior Judge; however all nominations are subject to veto by the Promoter and Organizer while the Promoter and Organizer is a Member and the Company is under contract as the default Arbitration Service Provider for Próspera ZEDE; and, if vetoed as aforesaid, the candidate shall not be considered for appointment. After candidates are nominated who have not been vetoed as aforesaid, each SCEC Trustee shall be entitled to cast one (1) vote for each open roster seat within each class (Senior Judge or Junior Judge), allocating as many votes as desired among the candidates for appointment within that class. Each open roster seat within a class shall thereafter be filled by the candidate who received more votes than any other candidate within that class until all open roster seats are filled.

(v) Any service contract with a Judicial Officer, Junior Judge or Senior Judge is subject to the Company's right of removal or suspension as may be entailed by the Promoter and Organizer or SCEC's exercise of its authorities under this Section.

(d) Removals or Suspensions of Judicial Officers, Junior Judges or Senior Judges.

(i) Any Senior Judge or Junior Judge shall be removed or suspended from any roster seat and cease furnishing services for the Company upon the submission of a corresponding written demand given by hand delivery or electronic mail to the CEO and SCEC Chairperson (or, if none, each SCEC Trustee or, if none, the Board) from either the Promoter and Organizer or a simple majority of SCEC Trustees appointed by the Promoter and Organizer (or the Board, if applicable), unless, within seven (7) days thereof, all SCEC Trustees appointed by Senior Judges countermand the demand by written notice given by hand delivery or electronic mail to the CEO, Chairperson of the SCEC, the Promoter and Organizer, all of the SCEC Trustees appointed by the Promoter and Organizer or the Board, if applicable, and the Board.

(ii) Any Senior Judge or Junior Judge shall be removed or suspended from any roster seat and cease furnishing services for the Company upon the submission of a corresponding written demand given by hand delivery or electronic mail to the SCEC Chairperson (or, if none, each SCEC Trustee) from a simple majority of SCEC Trustees appointed by Senior Judges unless, within seven (7) days thereof, either the Promoter and Organizer or a simple majority of SCEC Trustees appointed by the Promoter and Organizer (or the Board, if applicable), countermand the demand by written notice given by hand delivery or electronic mail to the CEO, Chairperson of the SCEC, the Promoter and Organizer, the Board, and all of the SCEC Trustees appointed by the Senior Judges.

(iii) Any Senior Judge or Junior Judge shall be removed or suspended from any roster seat and cease furnishing services for the Company upon the submission of a corresponding written demand given by hand delivery or electronic mail to the CEO and SCEC Chairperson (or, if none, each SCEC Trustee or, if none, the Board), from a simple majority of all SCEC Trustees unless, within seven (7) days thereof, either the Promoter and Organizer or all of the SCEC Trustees appointed by Senior Judges countermand the demand by written notice given by hand delivery or electronic mail to the CEO, Chairperson of the SCEC, the Promoter and Organizer, the Board, and all of the SCEC Trustees.

(iv) Either the CEO or a simple majority of all SCEC Trustees may remove or suspend a Judicial Officer.

(v) In no other instance may a Judicial Officer, Senior Judge or Junior Judge be removed or suspended from any roster seat except as permitted by express provision of the governing service contract.

(vi) The Promoter and Organizer and every SCEC Trustee, Senior Judge, Junior Judge, Judicial Officer, and Member herewith agree that any dispute between or among any of them regarding the removal or suspension authorized by this Section shall be fully and finally settled by the Board as it may determine in its sole and absolute discretion provided that the settlement is supported by at least two-thirds (2/3rds) of votes cast by Directors, with each Director entitled to cast (1) vote on the question.

(vii) The Company shall not enter into any service contract with any Senior Judge, Junior Judge or Judicial Officer that restricts or infringes upon the foregoing removal rights.

7.12 Composition of the Standing Competence and Ethics Committee.

(a) SCEC Trustees. The SCEC will be comprised of up to ten (10) SCEC Trustees appointed as follows:

(i) Three (3) of the SCEC Trustees shall be appointed or removed by the Promoter and Organizer while the Promoter and Organizer is a Member and the Company is under contract as default Arbitration Service Provider. If the Promoter and Organizer ceases to be a Member or the Company is no longer under contract to serve as default Arbitration Service Provider of Próspera ZEDE, then subsequent SCEC Trustee appointments under this subsection shall be made by the Board for such terms as determined by resolution of the Board without any further act, vote or approval of any Member. Any SCEC Trustee appointed by the Promoter and Organizer may be removed at will by the Promoter and Organizer with notice to the SCEC Chairperson or, if the Promoter and Organizer ceases to be a Member or the Company is no longer under contract to serve as default Arbitration Service Provider of Próspera ZEDE, by the majority of votes cast by Directors of the Board, with each Board Director being entitled to cast one (1) vote on the question.. Each SCEC Trustee appointed by the Board may be removed by majority of votes cast by Directors of the Board, with each Board Director being entitled to cast one (1) vote on the question.

(ii) Up to seven (7) of the SCEC Trustees shall be appointed by Senior Judges by cumulative voting, with each Senior Judge being entitled to cast one (1) vote for each open seat allocating as many votes as desired among the candidates for appointment. Each open position shall thereafter be filled by the candidate who received more votes than any other candidate until all positions are filled. Any SCEC Trustee appointed by the Senior Judges may be removed at will by majority of votes cast by Senior Judges, with each Senior Judge being entitled to cast one (1) vote on the question.

(iii) If the appointing authority fails or refuses to appoint a SCEC Trustee to an open seat within fourteen (14) days after a written demand from any Officer that it do so, then the already appointed SCEC Trustees may make appointments to the SCEC, with each SCEC Trustee being entitled to cast one (1) vote for each open seat allocating as many votes as desired among the candidates for appointment. Each open seat shall thereafter be filled by the candidate who received more votes than any other candidate until all positions are filled. Each SCEC Trustee appointed by SCEC Trustees may be removed by majority of votes cast by Directors of the Board, with each Board Director being entitled to cast one (1) vote on the question.

(iv) Within a reasonable time period following any such appointment, the SCEC will provide reasonable notification of any such appointment to the Board and Officers.

(v) Unless otherwise specified by the Board, each SCEC Trustee shall serve a term of three (3) years, subject to resignation or removal.

(b) SCEC Officers.

(i) SCEC Trustees shall designate one among them, or another Officer or Director of the Board, to serve as Secretary of the SCEC.

(ii) Chairperson. The SCEC chairperson will be elected by the SCEC by majority of votes cast by Committee Trustees, with each Trustee entitled to cast one (1) vote.

(c) Compensation. SCEC Trustees are not compensated for serving on the SCEC and hours worked on the SCEC shall not deplete any availability retainer of any Officer, employee or contractor of the Company if such person is serving on the SCEC.

(d) Resignation and Removal. SCEC Trustees may resign their position upon notice to the SCEC and the Board. Upon the removal or resignation of any SCEC Trustee, the SCEC is authorized to continue operating with its then current membership until such time that the appropriate authority appoints a replacement.

7.13 Meetings and Operations.

(a) Meetings. The SCEC will meet at least quarterly and more frequently as it reasonably deems required. SCEC Trustees may attend any SCEC meeting telephonically or by electronic means. Any SCEC Trustee may call a meeting. A quorum for meetings will be a majority of appointed SCEC Trustees, including the Chairperson. The Chairperson of the SCEC will set the meeting agenda and preside over meetings.

(b) Minutes. The Secretary of the SCEC (or his or her designee) will prepare and circulate minutes of meetings of the SCEC to all SCEC Trustees for approval within a reasonable time after each meeting. At a minimum, the minutes shall include meeting dates, attendees, all official decisions and any appropriate supporting documentation (to the extent determined by the SCEC) relied upon in reaching those decisions. Minutes from the SCEC Trustee's meetings shall be retained in the Company's records.

(c) Voting. Subject to the special voting rules set forth in Section 7.12, decisions will be made by a majority of SCEC Trustees present (physically or electronically) and voting.

(d) Reports. The SCEC will provide the Board with periodic reports regarding its operations in such detail as the Board may direct by resolution.

8. RIGHTS AND OBLIGATIONS OF MEMBERS

8.1 Limitation of Liability.

No Member will have any liability for debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise.

8.2 Management of Business.

Except for the exercise of rights and powers specifically set forth in this Agreement, no Member, in its capacity as such, will take part in the operation, management or control of the business or operations of the Company, will vote on any matter, will transact any business in the name of the Company or will have the power to sign documents for or otherwise bind the Company.

8.3 Return of Capital.

Subject to the other provisions of this Agreement, no Member (and no Economic Interest Owner standing in the shoes of the original transferring Member or its successor-in-membership-interest to the extent of the Economic Interest transferred) will be entitled to the withdrawal or return of his, her or its Capital Contributions, except to the extent provided in Section 2.1 of Exhibit D and to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution of the Company may be considered as such by law, and then only to the extent provided for herein. Prior to the dissolution and winding up of the Company pursuant to **Section 14**, every Member's and Economic Interest Owner's rights to receive distributions from the Company will be limited to the rights set forth in Section 2 of Exhibit D.

8.4 Resignation or Withdrawal.

Except as otherwise provided in **Section 12.6**, no Member will resign or withdraw from the Company prior to the dissolution and winding up of the Company pursuant to **Section 14** without the prior written consent of the Board.

8.5 Confidentiality.

Each Member and each Economic Interest Owner covenants and agrees that such Member and Economic Interest Owner will not:

(a) disclose any trade secrets, non-public intellectual property, financial information, non-public or proprietary documents or materials, client or vendor lists, bids, proposals, techniques, strategic or marketing plans or any other confidential information of any type of the Company, including this Agreement, whether or not such information is marked confidential ("***Confidential Information***"), except to the extent such Member or Economic Interest Owner can prove: (i) disclosure is otherwise required by law, regulation, or order of a court or other competent authority; (ii) any Confidential Information is or becomes generally available to the public other than as a result of a disclosure by the disclosing Member, Economic Interest Owner, or any of their Affiliate(s) in breach of this **Section 8.5**; (iii) any Confidential Information is disclosed to the disclosing Member or Economic Interest Owner by another Person not known by the disclosing Member or Economic Interest Owner to be under a confidentiality obligation to the Company not to disclose such information or (iv) any Confidential Information is independently developed by the disclosing Member, Economic Interest Owner or any of their Affiliate(s) without derivation from, reference to or reliance upon any such Confidential Information;

(b) act in a manner contrary to the best interests of the Company; or

(c) otherwise act in a manner that is likely to materially adversely affect the Company.

8.6 Partition.

While the Company remains in effect or is continued, each Member and Economic Interest Owner agrees, on behalf of itself, his, her, or its heirs, successors and assigns, not to exercise, and hereby waives, any rights to have any Company assets partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any such assets partitioned.

8.7 Other Instruments.

Each Member and Economic Interest Owner hereby agrees to execute and deliver to the Company within ten (10) Business Days after receipt of a written request therefor, such statements of interest and holdings in the Company, designations and acknowledgments, and powers of attorney consistent with this Agreement, as the Board deems reasonably necessary and appropriate to comply with any agreements, laws, rules or regulations as may be necessary to enable the Company to effect any transaction permitted under this Agreement, it being understood that, this **Section 8.7** will not nor will any other provision of this Agreement be construed to require any Member or Economic Interest Owner to deliver financial or other disclosures about himself, herself or itself other than statements of, or directly and exclusively relating to, his, her or its Capital Contributions and Membership Units and Economic Interests.

9. PREEMPTIVE RIGHTS

9.1 Establishment of Rights.

Other than the issuance of Equity Securities of the Company constituting Excluded Securities, in the event that the Company shall propose after the Effective Date to issue and/or sell any Equity Securities (collectively "***New Equity Securities***") or enter into any contracts relating to the issuance or sale of any New Equity Securities, the Members shall have the right to purchase, at the price and on the terms that the Company proposes to issue and sell the New Equity Securities, a number of the additional New Equity Securities up to that portion of such New Equity Securities which equals such Member's *pro rata* portion of the aggregate number of votes exercisable by all Members prior to giving effect to the proposed issuance and/or sale (the "***Proportionate Percentage***"). In no event shall this authority be construed to override or authorize any issuance in conflict with the anti-dilution protection of Section 5.3.

9.2 Offer.

The Company shall offer to sell to each Member its Proportionate Percentage of such New Equity Securities (the "***Offered New Equity Securities***") at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to each Member (the "***Preemptive Offer***"). The Preemptive Offer shall by its terms remain open for a period of at least fifteen (15) calendar days from the date of delivery thereof and shall specify the date (the "***Preemptive Offer Closing Date***") on which the Offered New Equity Securities will be sold and/or issued to accepting Members (which shall be at least fifteen (15) calendar days but not more than forty-five (45) calendar days from the date the Preemptive Offer is given). In the event that the Offered New Equity Securities consist of more than one class of Equity Securities, each Member exercising such Member's preemptive rights hereunder shall be required to purchase an equal percentage of each such class of such Offered New Equity Securities.

9.3 Acceptance.

Each Member shall have the right, but not the obligation, during the period prior to the Preemptive Offer Closing Date, to purchase any or all of its Proportionate Percentage of the Offered New Equity Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Member of its acceptance, in whole or in part, of a Preemptive Offer shall

be in writing (a "***Notice of Acceptance***") signed by such Member and delivered to the Company prior to the Preemptive Offer Closing Date, setting forth the number of Offered New Equity Securities such Member elects to purchase.

9.4 Company Issuances.

In the case of any Preemptive Offer, if Notices of Acceptances given by the Members do not cover in the aggregate all of the Offered New Equity Securities, the Company may during the one hundred eighty (180) day period following the Preemptive Offer Closing Date sell to any other Person(s) all or any part of the New Equity Securities not covered by the Notices of Acceptance, but only on the terms and conditions that are no more favorable to such Person(s) or less favorable to the Company than those set forth in the Preemptive Offer and subject to and conditioned upon such Person(s) compliance with **Section 12.6** with respect to admission as new Member(s). If the Company does not enter into an agreement for the sale of the New Equity Securities within such one hundred eighty (180) day period, the right provided hereunder shall be deemed to be revived and such New Equity Securities shall not be offered unless first reoffered to the Preferred Member(s) in accordance with this **Section 9**.

9.5 Assignment.

The preemptive rights granted to each Member shall be deemed extended to all permitted transferees to the same extent as the Member.

9.6 Expiration of Rights.

For each Member, the preemptive rights granted pursuant to this **Section 9** shall not apply to, and shall terminate and be of no further force and effect upon the earlier to occur of (i) a Capital Transaction, (ii) the consummation of a Qualified Public Offering, and (iii) in the case of Members who own less than ten percent (10%) of the Class A Preferred Units outstanding, such Member's failure to purchase its full Proportionate Percentage in any Preemptive Offer in more than one instance. A Member owning less than ten percent (10%) of the Class A Preferred Units outstanding may fail to purchase its full Proportionate Percentage in a single instance and nevertheless retain its preemptive right, provided that in failing to purchase its Proportionate Percentage the Member purchased at least fifty percent (50%) of such Proportionate Percentage (a "Percentage Failure"). After a Percentage Failure, any subsequent failure to purchase the full Proportionate Percentage in a Preemptive Offer will result in termination of such Member's preemptive right. The preemptive rights of Members who have owned, uninterruptedly since first becoming a Member, not less than ten percent (10%) of the Class A Preferred Units outstanding, shall not expire for so long as the Member maintains ownership of not less than ten percent (10%) of the authorized Class A Preferred Units.

10. ACCOUNTING, BOOKS AND RECORDS

10.1 Access to Information, Facilities and Personnel; Accounting.

(a) Each Member and Economic Interest Owner has the right to obtain books and records from the Company upon reasonable demand for any purpose reasonably related to the Company. The rights granted to a Member or Economic Interest Owner pursuant to this **Section 10.1** are expressly subject to compliance by such Member and Economic Interest Owner with any safety, security and confidentiality procedures and guidelines of the Company (including any confidentiality obligations to which the Company or any Affiliate may be subject), as such procedures and guidelines may be established by the Board from time to time, in its sole discretion. The Member and Economic Interest Owner will reimburse the Company for all costs and expenses incurred by the Company in connection with such Member's or Economic Interest Owner's inspection and/or copying of the Company's books and records (which will only be for a purpose reasonably related to such Member's or Economic Interest Owner's interest in the Company).

(b) Notwithstanding anything to the contrary in this Agreement, the Board shall have the right to keep confidential from the Members, Economic Interest Owners, and all other Persons, for such period of time as the Board deems reasonable, any information that the Board reasonably believes to be in the nature of trade secrets, attorney-client privilege, or other information the disclosure of which the Board in good faith believes is not in the best interests of the Company or could damage the Company or its business, or which the Company is required by law or by agreement with a third party to keep confidential. Without limitation, attorney-client work product, such as notes of Board meetings containing mental impressions of corporate counsel or persons acting at the direction of corporate counsel for legal compliance assessment, may only be inspected by control persons (generally only Directors and Officers) so as to preserve confidentiality

10.2 Reports; Information Rights.

(a) The Board will be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(b) The Board will cause the Company's income tax returns to be timely prepared and filed. The Board will cause to be delivered to Members Schedules K-1 and copies of such financial statements as soon as they are completed after the end of each Fiscal Year. If the Company anticipates that such Schedules K-1 and copies of the annual financial statements of the Company will not be delivered within ninety (90) days after the end of any Fiscal Year, the Company will give Members prompt notice of such fact.

(c) For so long as a Preferred Member continues to hold at least fifty percent (50%) of the Class A Preferred Units that were originally purchased (or deemed purchased) from the Company by such Preferred Member, the Company will deliver to such Preferred Member(s) annual financial statements and such other reports as the Board determines appropriate, in its discretion. Unless the Board determines otherwise, the annual financial statements delivered pursuant to this Section shall be unaudited. Notwithstanding the foregoing, the Board, with the

consent of the Chairman of the Board or his designee, may enter into separate agreements with Members that provides for information rights different that the ones herein described. The provisions of this subsection (c) will terminate with respect to all Preferred Member(s) upon the earlier of (i) a Qualified Public Offering or (ii) a Capital Transaction.

10.3 Tax Matters.

(a) The CFO shall be designated as the "***Tax Matters Partner***" of the Company (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("***BBA***")) and the "partnership representative" as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Partner will make or refrain from making any and all elections for federal, state, local, and foreign tax purposes, including any election, if permitted by applicable law: (i) to adjust the basis of Property pursuant to Code Sections 754, 734(b) and 743(b), or comparable provisions of state, local or foreign law, in connection with Transfers of Membership Units and Company distributions, (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns, and (iii) to the extent provided in Code Sections 6221 through 6231 and similar provisions of federal, state, local or foreign law, to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

(b) The Tax Matters Partner will promptly provide to the Board copies of all notices or other communications received from the Internal Revenue Service or any state, local or foreign taxing authority in its capacity as Tax Matters Partner. Necessary tax information will be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company.

(c) The Members intend that the Company be treated as a partnership only for federal and, if applicable, state or local income tax purposes, and that each Member and the Company will file all tax returns and otherwise will take all tax and financial reporting positions in a manner consistent with such treatment.

11. AMENDMENTS

Subject to those limitations of the Act which cannot be superseded and any limitation on the Board's authority set forth in this Agreement, such as in Section 5.3(a), the Board directly or by delegation to an Officer may, without the further consent of any Member, amend any provision of this Agreement, and may execute, swear to, acknowledge, deliver, file and record such documents as may be required in connection therewith, to reflect the approval (in accordance with the terms and conditions of this Agreement) of (i) a change in the name of the Company or the location of the principal place of business or registered office or agent of the Company and (ii) the admission, substitution, resignation, withdrawal or removal of any Member or Economic Interest Owner, including any amendments to the Ownership Ledger to reflect any of the foregoing.

12. TRANSFERS

12.1 Restrictions on Transfers.

(a) Without the prior written consent of the Board, which may be withheld in its sole discretion, no (i) Transfer of all or any portion of any Membership Unit, including any associated Economic Interest, (ii) assignment of any rights (including financial rights, voting rights or governance rights) (collectively, "***Rights***") or delegation of any obligations under this Agreement, or (iii) Pledge of all or any portion of any Membership Unit(s), Economic Interest or Rights, will be permitted, and no Member will engage in any of the foregoing without such prior written consent, unless such Transfer of Membership Unit(s), Economic Interest or Rights is between and among Members of the company in good standing, and such Transfer occurs in strict compliance with all provisions of this Agreement, in which case the Transfer shall be deemed to not need the prior written consent of the Board.

(b) If any Member Pledges or otherwise encumbers all or any part of his, her or its Membership Unit(s), Economic Interest, or Rights as security for the payment of a Debt with the consent of the Board pursuant to **Section 12.1(a)**, such Pledge will be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this **Section 12**.

(c) Notwithstanding the provisions of **Section 12.1(a)**, Transfers of Membership Unit(s), Economic Interest or Rights by a Member to such Member's Affiliate(s) or transfers among Members will not require the prior written consent of the Board, but will be subject to the conditions and restrictions of a Permitted Transfer set forth in **Section 12.2(a)** through **(i)**, as applicable, as well as **Section 12.4**.

(d) Each Member that is an entity rather than an individual agrees that (i) certificates or instruments reflecting equity interests in such entity (and the certificates for equity interests in any similar entities controlling such entity) will note the restrictions contained in this Agreement on the transfer of Membership Units, Economic Interests, or Rights as if such equity interests were Membership Units and (ii) no equity interests of such entity may be Transferred to any Person other than in accordance with the terms and provisions of this Agreement as if such equity interests were Membership Units. The Company shall have the right to check with each Member that is subject to this **Section 12.1(d)** to confirm compliance with this **Section 12.1(d)** from time to time upon prior written notice to such Member.

12.2 Requirements for Permitted Transfers.

In addition to obtaining the written consent of the Board required pursuant to **Section 12.1(a)**, no Member shall Transfer all or any portion of his, her or its Membership Unit(s), Economic Interests, or Rights unless the following conditions and restrictions set forth in this **Section 12.2** are also satisfied or waived in writing by the Board (any such Transfer meeting the requirements is a "***Permitted Transfer***"):

(a) Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee will execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect

such Transfer. In the case of a Transfer of Membership Units, Economic Interests or Rights involuntarily by operation of law, the Transfer will be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the Company will be reimbursed by the transferor and transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee will furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Membership Unit(s) or Economic Interests Transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company will not be required to make any distribution otherwise provided for in this Agreement with respect to any Transferred Membership Unit(s) until it has received such information.

(c) Except in the case of a Transfer of any Membership Unit(s), Economic Interests or Rights involuntarily by operation of law, either (i) such Membership Unit(s) will be registered under the Securities Act, and any applicable state securities laws, or (ii) the transferor will provide, at the Board's request, an opinion of counsel, which opinion and counsel will be satisfactory to the Board, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

(d) No Transfer of Membership Unit(s), Economic Interests or Rights will be made upon terms which would, in the opinion of counsel to the Company, result in the termination of the Company within the meaning of Section 708 of the Code, unless the Board determines that such termination of the Company would be unlikely to cause material adverse income tax consequences to the Company or the Members.

(e) The Board will have determined that such Transfer does not violate any provision of any agreement to which the Company is a party or by which it is bound, or the Transferor will have provided a legal opinion of counsel, satisfactory to the Board, determining that such Transfer does not violate any provision of any agreement to which the Company is a party or by which it is bound.

(f) Such Transfer will not cause the Company to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the Regulations promulgated thereunder or make the Company ineligible for a "safe harbor" exception from treatment under Section 7704 of the Code and the Regulations promulgated thereunder as a "publicly traded partnership."

(g) The Board agrees to provide to the transferor Member or Economic Interest Owner any information and customary representations relating to the Company that may be reasonably requested by the transferor's counsel in connection with the rendering of any legal opinion required under this **Section 12.2**.

(h) The Board will have determined that such Transfer, and the admission of the transferee as a Member or Economic Interest Owner does not violate any provision of any law,

statute or regulation applicable to the Company, or the Transferor will have provided a legal opinion of counsel, satisfactory to the Board, determining that such Transfer, and the admission of the transferee as a Member or Economic Interest Owner does not violate any provision of any law, statute or regulation applicable to the Company.

(i) The Board will have determined that such transferee or any of its Affiliate(s) is not a Competitor of the Company or any of its subsidiaries.

12.3 Prohibited Transfers.

(a) In the case of a Transfer or Pledge (or attempt to do any of the same) of Membership Units, Economic Interests or Rights in violation of **Section 12** hereof, the parties engaging or attempting to engage in such Transfer or Pledge will indemnify and hold harmless the Company and the other Members or Economic Interest Owners from all cost, liability and damage that any of the Company or such Members or Economic Interest Owners may incur (including incremental tax liabilities, attorneys' fees and expenses) as a result of such Transfer or Pledge (or attempt), and any efforts to enforce the indemnity granted hereby.

(b) Any purported Transfer or Pledge of Membership Units, Economic Interests or Rights in violation of **Section 12** hereof will be null and void and of no force or effect whatsoever; *provided* that, if notwithstanding the terms of **Section 12**, the Company is required by a court of competent jurisdiction to recognize any such Transfer or Pledge (or if the Company, in its sole discretion, elects to recognize any such Transfer or Pledge), the Membership Units, Economic Interests or Rights so Transferred or Pledged will be governed by **Section 12** hereof and any allocations and distributions with respect thereto may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Membership Units, Economic Interests or Rights may have to the Company.

12.4 Right of First Refusal.

(a) All provisions and rights of this Paragraph 12.4 (Right of First Refusal) shall be subject to the following order of priority: first, the Company; second, each Member holding Class A Preferred Units; and third, each Member holding Class C Units.

(i) At any time prior to the consummation of a Qualified Public Offering, and subject to the terms and conditions specified in **Section 12.1**, **Section 12.2**, **Section 12.3** and this **Section 12.4**, and in the following order of priority, the Company, first, each Member holding Class A Preferred Units, second, and/or Class C Units (as applicable), third, shall have a right of first refusal if any other Member or Economic Interest Owner (the "***Offering Equity Owner***") receives a *bona fide* offer that the Offering Equity Owner desires to accept to Transfer all or any portion of the Class A Preferred Units (the "***Offered Class A Preferred Units***"), Class C Units (the "***Offered Class C Units***"), or Economic Interests (the ***"Offered Economic Interests"***) it owns (the Offered Class A Preferred Units, the Offered Class C Units, and the Offered Economic Interests collectively, the "***Offered Equity***").

(ii) As used herein, the term "***Applicable Offered Equity***" shall mean (A) the Offered Class A Preferred Units with respect to those Members holding Class A Preferred Units

(the "***Applicable Offered Class A Preferred Units***"); (B) the Offered Class C Units with respect to those Members holding Class C Units (the "***Applicable Offered Class C Units***"); and (C) the Offered Economic Interests with respect to those Economic Interest Owners holding the same (the **"*Applicable Offered Economic Interests"***). As used herein, the term "***Applicable ROFR Rightholders***" shall mean, in the case of a proposed Transfer of Class A Preferred Units, all Members other than the Offering Equity Owner holding Class A Preferred Units (or applicable Unit Equivalents), in the case of a proposed Transfer of Class C Units (or applicable Unit Equivalents), all Members other than the Offering Equity Owner holding Class C Units, and in the case of a proposed Transfer of Economic Interests, all Members other than the Offering Equity Owner holding the Economic Interests.

(c) Each time the Offering Equity Owner receives an offer for a Transfer of any of its Class A Preferred Units, Class C Units or Economic Interests (other than Transfers that (i) are Permitted Transfers, or (ii) are proposed to be made pursuant to the drag-along provisions of **Section 12.8**) the Offering Equity Owner shall first make an offering of the Offered Equity to the Company, first, and the Applicable ROFR Rightholders, second, all in accordance with the following provisions of this **Section 12.4**, prior to Transferring such Offered Equity to the proposed purchaser.

(d) The Offering Equity Owner shall, within five (5) Business Days of receipt of the Transfer offer, give written notice (the "***Offering Equity Owner Notice***") to the Company and the Applicable ROFR Rightholders stating that it has received a *bona fide* offer for a Transfer of its Class A Preferred Units, Class C Units and/or Economic Interests and specifying:

(i) the number of Offered Class A Preferred Units, Offered Class C Units, or Membership Units originally associated with the Economic Interests to be Transferred by the Offering Equity Owner;

(ii) the proposed date, time and location of the closing of the Transfer, which shall not be less than sixty (60) days from the date of the Offering Equity Owner Notice;

(iii) the purchase price per Applicable Offered Unit (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

(iv) the name of the Person who has offered to purchase such Offered Equity.

(e) The Offering Equity Owner Notice shall constitute the Offering Equity Owner's offer to Transfer the Offered Equity to the Company and the Applicable ROFR Rightholders, which offer shall be irrevocable until the end of the ROFR Rightholder Option Period described in **Section 12.4(f)(iii)**. By delivering the Offering Equity Owner Notice, the Offering Equity Owner represents and warrants to the Company and each Applicable ROFR Rightholder that:

(i) the Offering Equity Owner has full right, title and interest in and to the Offered Equity;

(ii) the Offering Equity Owner has all the necessary power and authority and has taken all necessary action to Transfer such Offered Equity as contemplated by this Section 12.4; and

(iii) the Offered Equity are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(f) (i) Upon receipt of the Offering Equity Owner Notice, the Company and each Applicable ROFR Rightholder shall have the right to purchase the Applicable Offered Equity in the following order of priority: first, the Company shall have the right to purchase all or any portion of the Offered Equity in accordance with the procedures set forth in this **Section 12.4(f)**, and thereafter, the Applicable ROFR Rightholders shall have the right to purchase the Applicable Offered Equity, in accordance with the procedures set forth in this **Section 12.4(f)**, to the extent the Company does not exercise its right in full.

(ii) The initial right of the Company to purchase any Offered Equity shall be exercisable with the delivery of a written notice (the "***Company ROFR Exercise Notice***") by the Company to the Offering Equity Owner and the Applicable ROFR Rightholders within ten (10) Business Days of receipt of the Offering Equity Owner Notice (the "***Company Option Period***"), stating the number (including where such number is zero) and type of Offered Equity the Company elects irrevocably to purchase on the terms and respective purchase prices set forth in the Offering Equity Owner Notice. The Company ROFR Exercise Notice shall be binding upon delivery and irrevocable by the Company.

(iii) If the Company shall have indicated an intent to purchase any less than all of the Offered Class A Preferred Units, all of Offered Class C Units, and/or all of the Offered Economic Interests, shall have indicated an intent to purchase any less than all of the Offered Class A Preferred Units and/or all of Offered Class C Units, the Applicable ROFR Rightholders shall have the right to purchase the remaining Applicable Offered Equity not selected by the Company. For a period of ten (10) Business Days following the receipt of a Company ROFR Exercise Notice in which the Company has cumulatively elected to purchase less than all the Offered Equity (such period, the "***ROFR Rightholder Option Period***"), each Applicable ROFR Rightholder shall have the right to elect irrevocably to purchase all or none of its Preferred Pro Rata Portion of the remaining Applicable Offered Class A Preferred Units, all or none of its Common Pro Rata Portion of the remaining Applicable Offered Class C Units, and/or all or none of its Pro Rata Portion of the remaining Applicable Offered Economic Interests by delivering a written notice to the Company and the Offering Equity Owner (a "***Member ROFR Exercise Notice***") specifying its desire to purchase the same, on the terms and respective purchase prices set forth in the Offering Equity Owner Notice. In addition, each Applicable ROFR Rightholder shall include in its Member ROFR Exercise Notice the number of remaining Applicable Offered Equity that it wishes to purchase if any other Applicable ROFR Rightholders do not exercise their rights to purchase their entire Applicable Pro Rata Portions of the remaining Applicable Offered Equity. Any Member ROFR Exercise Notice shall be binding upon delivery and irrevocable by the Applicable ROFR Rightholder.

(iv) The failure of the Company or any Applicable ROFR Rightholder to deliver a Company ROFR Exercise Notice or Member ROFR Exercise Notice, respectively, by the end of the Company Option Period or ROFR Rightholder Option Period, respectively, shall constitute a waiver of their respective rights of first refusal under this **Section 12.4** with respect to the Transfer of Offered Equity, but shall not affect their respective rights with respect to any future Transfers.

(g) Upon the expiration of the ROFR Rightholder Option Period, the Applicable Offered Equity not selected for purchase by the Company pursuant to **Section 12.4** shall be allocated for purchase among the Applicable ROFR Rightholders as follows:

(i) First, to each Applicable ROFR Rightholder having elected to purchase its entire Applicable Pro Rata Portion of such Units, such Applicable ROFR Rightholder's Applicable Pro Rata Portion of such Units; and

(ii) Second, the balance, if any, not allocated under clause (i) above (and not purchased pursuant to **Section 12.4(f)**, shall be allocated to those Applicable ROFR Rightholders who set forth in their Member ROFR Exercise Notices a number of Applicable Offered Equity that exceeded their respective Applicable Pro Rata Portions (the "***Purchasing Rightholders***"), in an amount, with respect to each such Purchasing Rightholder, that is equal to the lesser of:

(A) the number of Applicable Offered Equity that such Purchasing Rightholder elected to purchase in excess of its Applicable Pro Rata Portion; or

(B) the product of (x) the number of Applicable Offered Equity not allocated under clause (i) (and not purchased pursuant to **Section 12.4(f)**, multiplied by (y) a fraction, the numerator of which is the number of additional Applicable Offered Equity that such Purchasing Rightholder requested to purchase, and the denominator of which is the aggregate number of additionally requested shares that all Purchasing Rightholders requested in excess of the pro-rata portion of the Applicable Offered Equity to which they were entitled.

(h) In the event that the Company and/or the Applicable ROFR Rightholders shall have, in the aggregate, exercised their respective rights to purchase all and not less than all of the Offered Equity, then the Offering Equity Owner shall sell such Offered Equity to the Company and/or the Applicable ROFR Rightholders, and the Company and/or the Applicable ROFR Rightholders, as the case may be, shall purchase such Offered Equity, within forty-five (45) days following the expiration of the ROFR Rightholder Option Period (which period may be extended for a reasonable time not to exceed forty-five (45) days to the extent reasonably necessary to obtain required approvals or consents from any governmental authority). Each Member or Economic Interest Owner, if applicable, shall take all actions as may be reasonably necessary to consummate the sale contemplated by this **Section 12.4**, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate. At the closing of any sale and purchase pursuant to this **Section 12.4**, the Offering Equity Owner shall deliver to the Company and/or the participating Applicable ROFR Rightholders certificates (if any) representing the Offered Equity to be sold, free and clear of any liens or encumbrances (other than those contained in this Agreement), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefor from the Company and/or such Applicable ROFR Rightholders by certified or official bank check or by wire transfer of immediately available funds.

(i) In the event that the Company and/or the Applicable ROFR Rightholders shall not have collectively elected to purchase all of the Offered Equity, then, provided the Offering Equity Owner has also complied with the other provisions of this **Section 12**, to the extent applicable, the Offering Equity Owner may Transfer all of such Offered Equity, at a price per Applicable Offered

Unit not less than specified in the Offering Equity Owner Notice and on other terms and conditions which are not materially more favorable in the aggregate to the proposed purchaser than those specified in the Offering Equity Owner Notice, but only to the extent that such Transfer occurs within thirty (30) days after expiration of the ROFR Rightholder Option Period. Any Offered Equity not Transferred within such thirty (30) day period will be subject to the provisions of this **Section 12.4** upon subsequent Transfer.

12.5 Rights of Unadmitted Assignees.

A Person who acquires Membership Unit(s) or Economic Interests but who is not admitted as a New Member or Economic Interest Owner pursuant to **Section 12.6** shall have no rights until such time as such admission is achieved.

12.6 Admission of New Members or Economic Interest Owners.

Subject to the other provisions of this Agreement, a transferee of Membership Units, Economic Interests, or Rights will be admitted to the Company as a New Member or Economic Interest Owner upon satisfaction of the conditions set forth in this **Section 12.6**:

(a) The Company will have consented to such admission in writing, which consent may be granted or withheld in the sole discretion of the Board;

(b) The Membership Units, Economic Interests, or Rights with respect to which the transferee is being admitted will have been acquired by means of a Permitted Transfer or otherwise in accordance with the terms and conditions of this Agreement;

(c) The transferee of Membership Units, Economic Interests or Rights will have, by written instrument in form and substance reasonably satisfactory to the Company (and, in the case of clause (ii) below, the transferor Member), (i) accepted and adopted the terms and provisions of this Agreement, including this **Section 12**, and (ii) assumed the obligations of the transferor under this Agreement with respect to the Transferred Membership Unit(s), Economic Interests, if applicable, and associated Rights;

(d) The transferee pays or reimburses the Company for all reasonable legal and filing costs that the Company incurs in connection with the admission of the transferee as a Member or Economic Interest Owner with respect to the Transferred Membership Units, Economic Interests, or Rights; and

(e) The transferee will have delivered to the Company evidence of the authority of such Person to become a Member or Economic Interest Owner, if applicable, and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor will each execute and deliver such other instruments as the Board reasonably deems necessary or appropriate to effect, and as a condition to, such Transfer.

12.7 Distributions and Allocations in Respect of Transferred Membership Units or Economic Interests Associated with Previously Issued Membership Interests.

(a) If any Membership Unit or Economic Interest is Transferred during any Allocation Year in compliance with the provisions of this **Section 12**, including any issuance of Membership Units by the Company, Profits, Losses, each item thereof, and all other items attributable to the Transferred Membership Unit or issued Membership Units or Economic Interest for such Allocation Year will be divided and allocated between the transferor and the transferee by taking into account their varying relative holdings of such Membership Unit or Economic Interest, as applicable, during the Fiscal Year in accordance with Code Section 706(d), and in compliance with the special rules attributable to Class B Units in Section 3.5, using any conventions permitted by law and selected by the Company. All distributions on or before the date of such Transfer will be made to the transferor, and all distributions thereafter will be made to the transferee. Solely for purposes of making such allocations and distributions, the Company will recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer, *provided* that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company will recognize such Transfer as of the date of such Transfer; and *provided, further*, that if the Company does not receive a notice stating the date such Membership Unit or Economic Interest was Transferred and such other information as the Company may reasonably require within thirty (30) days after the end of the Allocation Year during which the Transfer occurs, then all such items will be allocated, and all distributions will be made, to the Person who, according to the books and records of the Company, was the owner of the Membership Unit or Economic Interest on the last day of such Allocation Year. Neither the Company nor the Board will incur any liability for making allocations and distributions in accordance with the provisions of this **Section 12.7**, whether or not the Company or the Board has knowledge of any Transfer of ownership of any Membership Unit or Economic Interest.

12.8 Drag Along Rights.

(a) Subject to **Section 5.3**, if the holder(s) of seventy percent (70%) of the voting weight attributable to all outstanding Membership Units (the "***Control Group***") desire to enter into a Capital Transaction with a third party, and the Board approves such Capital Transaction, the Control Group shall give written notice of such Capital Transaction to the other Members, if any ("***Drag-Along Members***") no later than thirty (30) days prior to the consummation of such Capital Transaction. Such notice shall also contain, if available, a copy of any definitive documentation pursuant to which the Capital Transaction will be effected (the "***Sale Documentation***") and will state the name and address of the third-party buyer and the anticipated closing date of such Capital Transaction. All Members and Economic Interest Owners (including those not within the Control Group) must consent to, comply with and raise no objections to the Capital Transaction and (i) if the Capital Transaction is structured as a sale of Membership Units and Economic Interests, the Members and Economic Interest Owners must agree to sell all of their Membership Units and Economic Interests, respectively, on the same or substantially similar terms and conditions as pertain to the Membership Units and Economic Interests sold by the Control Group; provided, however, that the aggregate purchase price paid by the third-party buyer shall be shared by the Members and Economic Interest Owners in the same manner that they would share Net Capital Proceeds pursuant to Section 2.1(b) of Exhibit D; (ii) if the Capital Transaction is structured as a merger, consolidation or other reorganization, the Members must vote in favor thereof (to the

extent they are entitled to vote) and must not exercise any dissenters' rights of appraisal they may have under applicable law, and (iii) if the Capital Transaction is structured as a sale of all or substantially all of the assets of the Company, the Members must vote in favor thereof (to the extent they are entitled to vote) and will not exercise any dissenters' rights of appraisal they may have under applicable law. Each Member and Economic Interest Owner will use his, her or its best efforts to cooperate in the Capital Transaction and will take any and all necessary and desirable actions in connection with the consummation of the Capital Transaction as are reasonably requested by the Control Group, including the provision of reasonable and customary representations and warranties. Without limiting the generality of the foregoing:

(i) each Drag-Along Member shall be required to make, on a several and pro rata basis, representations, warranties, and indemnities regarding his, her or its Membership Units (provided that the members of the Control Group provide the same (or greater) representations, warranties and indemnities);

(ii) each Drag-Along Member shall be required to provide indemnification with respect to the breach of any representations, warranties, or covenants regarding the Company (without regard to whether such representations, warranties, or covenants are made by the Company itself or members of the Control Group, but provided that such members of the Control Group are providing the same (or greater) indemnification in the Sale Documentation);

(iii) any indemnification liability of a Drag-Along Member described in **Section 12.8(a)(ii)** shall be several only, not joint, and shall not in any event exceed each Drag-Along Member's Allocable Portion of any such liability;

(iv) each Drag-Along Member shall pay his, her or its Allocable Portion (based on the proceeds received by each Drag-Along Member) of all expenses incurred in connection with such sale, which amounts may be withheld from the proceeds distributable to such Drag-Along Member; and

(v) in the event that the selling Members or Economic Interest Owners, in connection with such Capital Transaction, appoint a representative (the "***Member Representative***") with respect to matters affecting the Members or Economic Interest Owners under the applicable Sale Documentation following consummation of such Capital Transaction, each Drag-Along Member shall (A) consent to (1) the appointment of such Member Representative as may be designated by the Control Group, (2) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (3) the payment of such Drag-Along Member's Allocable Portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Member Representative in connection with such Member Representative's services and duties in connection with such Capital Transaction and its related service as the representative of the Members, and (B) not assert any claim or commence any suit against the Member Representative or any other Member with respect to any action or inaction taken or failed to be taken by the Member Representative in connection with its service as the Member Representative, absent fraud or willful misconduct.

(b) If a Member or his, her or its Personal Representative, as applicable, or Economic Interest Owner is required to sell his, her or its Membership Units or Economic Interests pursuant

to the provisions of this **Section 12.8**, and such Member or his, her or its Personal Representative refuses to, is unable to, or for any reason fails to, execute and deliver the agreements required by this **Section 12.8**, then the Company or other acquiror, as applicable, may deposit the payment therefor, if any (including cash and a Promissory Note, as applicable), with any bank doing business in the United States of America, to be held in escrow, for such Member or his, her or its Personal Representative, to be held by such bank for the benefit of and for delivery to such Person. Upon such deposit by the Company or other acquiror, as applicable, and upon notice thereof given to such Member or his, her or its Personal Representative, or Economic Interest Owner, such Membership Units and Economic Interests will be deemed to have been sold, transferred, conveyed and assigned to the Company or other acquiror, as applicable, such Member or his, her or its Personal Representative or Economic Interest Owner will have no further rights with respect thereto (other than the right to withdraw the payment therefor, if any, held in escrow), and the Company will cause such transfer or purchase to be recorded on the Ownership Ledger.

13. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, including the Act, the Company will indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims or liabilities, and actions in respect thereof (but excluding any diminution in the value of such Indemnitee's interest in the Company), joint or several, to which such Indemnitee may be subject insofar as such losses, claims, damages or liabilities, or actions in respect thereof, arise by virtue of such Indemnitee's performance of services for the Company under this Agreement, provided that (i) the Indemnitee's conduct will not have constituted fraud, gross negligence, willful misconduct, intentional breach of this Agreement, or bad faith, or (ii) the Indemnitee seeking indemnification initiates the action, suite or proceeding for which such Member or Economic Interest Owner is seeking indemnification.

(b) To the fullest extent permitted by law, expenses (including reasonable attorneys' fees and expenses) incurred in defending any action, suit or proceeding subject to indemnification under this **Section 13**, or in connection with serving as a witness in a proceeding in which the Indemnitee is not threatened to be named a party, will be paid by the Company as incurred; provided, in each case, the Indemnitee undertakes in writing to repay such amounts if it is ultimately determined that the Indemnitee is not entitled to indemnification with respect thereto and provides reasonable evidence of such Indemnitee's ability to repay such amounts, which will include a pledge of all Membership Units or Economic Interests owned by the Indemnitee (if any), and all distributions applicable thereto; provided, further, however, that the obligations of the Company under this **Section 13** will not apply with respect to actions brought against any Indemnitee in the name and on behalf of the Company.

(c) The indemnification provided by this **Section 13** will be non-exclusive and in addition to any other rights to which an Indemnitee may be entitled under any agreement of the Members or Economic Interest Owner, as a matter of law or otherwise, regardless of the capacity in which Indemnitee is entitled to, or the legal basis of, such other rights. Such indemnification will continue as to an Indemnitee who has ceased to serve in any such capacity and will inure to the benefit of the heirs, successors, permitted assigns, administrators and personal representatives of such Indemnitee. In the event of any conflict or inconsistency between the indemnification

provided by this **Section 13** and any indemnification provided in an agreement approved by the Board, the agreement approved by the Board will govern.

(d) The provisions of this **Section 13** shall continue to afford protection to each Indemnitee regardless of whether such Indemnitee remains in the position or capacity pursuant to which such Indemnitee became entitled to such indemnification under this **Section 13** (regardless of whether a claim, action, suit or proceeding is filed or commenced while such Indemnitee remains in such position or after he, she or it no longer hold such position) and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment. In addition, any repeal or modification of any of the provisions of this **Section 13** shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such repeal or modification.

(e) The Company may purchase and maintain insurance on behalf of any one or more Indemnitees, and such other Persons as the Board will deem appropriate, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the activities of the Company, whether or not the Company would have the power to indemnify such Person against such liability hereunder.

(f) The indemnification obligations created by this **Section 13** are obligations of the Company, and no Member (in his, her or its capacity as a Member) or Economic Interest Owner (in such capacity) will have any obligation to indemnify any Indemnitee by reason of this **Section 13**.

(g) The provisions of this **Section 13** are for the benefit of the Indemnitees and their heirs, successors, permitted assigns, administrators and personal representatives only and will not be deemed to create any rights for the benefit of any other Person.

(h) The Board will use its commercially reasonable efforts on behalf of the Company to enforce any indemnity or insurance available from any Affiliate, to the extent applicable, and to assert any rights under any insurance maintained by or on behalf of the Company, to the extent coverage is available with respect to an indemnification claim asserted by an Indemnitee. For the avoidance of doubt, the indemnification provided hereunder shall be primary and not secondary to any other insurance to which an Indemnitee may be entitled.

14. DISSOLUTION AND WINDING UP

14.1 Dissolution Events.

Subject to the occurrence of a Dissolution Event or the terms and conditions of the Act, the Company will have perpetual existence. The Company will dissolve and will commence winding up and liquidating upon the first to occur of any of the following (each a "***Dissolution Event***"):

(a) subject to **Section 7.1(f)**, the approval of the Board to dissolve and wind up the Company;

(b) the entry of a decree of judicial dissolution under the Act; or

(c) the Dissolution Events specified in the Act.

The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member, Economic Interest Owner, or the occurrence of any other event that terminates the continued membership of a Member or involvement of an Economic Interest Owner in the Company, will not, in and of itself, cause the dissolution of the Company; in such event, the business of the Company will be continued by the remaining Members. The trustee, executor, administrator, committee or guardian of a deceased Member or Economic Interest Owner or of the Member's or Economic Interest Owner's estate, as the case may be, shall have all the rights of the Member or Economic Interest Owner, respectively, for the purpose of settling or managing the estate and such power as such Member or Economic Interest Owner, respectively, possessed to assign all or part of such Member's Membership Interest, or Economic Interest until after the estate is settled and terminated, provided that, once the estate is settled and terminated, any such trustee, executor, administrator, committee or guardian shall become a New Member or Economic Interest Owner only upon compliance with the provisions of this Agreement.

14.2 Winding Up.

If the Company is dissolved, the Board, or any Officer designated by the Board, shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed as follows:

(a) first, to creditors (including Members who are creditors, to the extent permitted by law) in satisfaction of all of the Company's Debts and other liabilities (whether by payment or the making of reasonable provision for payment thereof); and then

(b) second, the balance, if any, to the Members in accordance with **Section 2.1(b)** of Exhibit D.

14.3 Deficit Capital Accounts.

If any Member has a deficit balance in his, her or its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years), such Member will have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit will not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

14.4 Notice of Dissolution.

(a) If a Dissolution Event occurs or an event occurs that would, but for provisions of **Section 14.1**, result in a dissolution of the Company, the Board will, within thirty (30) days thereafter, provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Board) and may, in the discretion of the Board, publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Board).

(b) Upon completion of the distribution of the Company's assets as provided in this **Section 14**, the Company will be terminated, and the Board will cause the filing of a Cancellation Document and will take all such other actions as may be necessary to terminate the Company.

15. MISCELLANEOUS

15.1 Notices.

Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing (which may be by facsimile, e-mail in PDF format, or other electronic means) and will be deemed to have been delivered, given and received for all purposes (i) if delivered personally to the Person or to an officer of the Person to whom the same is directed, (ii) when the same is actually received, if sent either by registered or certified mail or overnight courier, postage and charges prepaid, or (iii) when sent by email, in the case of (ii) and (iii) to the address set forth below or to such other address or email address as such Person may from time to time specify by notice to the other Members and the Company:

(a) If to the Company, to the address set forth in **Section 2.3** (as such address may be changed), Attention: Chief Executive Officer; email: legal@prospera.co

With a copy to:

Nicholas C. Dranias, Managing Member
c/o Nick Dranias Law & Policy Analysis LLC
3145 E. Chandler Blvd., Ste 110
Phoenix, AZ 85048
ndranias@ndlawpolicy.com

(b) If to a Member or Economic Interest Owner, to the address or email address set forth on the Ownership Ledger, or to any other address designated by such Member or Economic Interest Owner in writing to the Company.

15.2 Integration.

This Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, relating thereto. No representation, promise, inducement or statement of intention has been made by any of the parties hereto which is not embodied in this Agreement and none of the parties hereto will be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

15.3 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and permitted assigns.

15.4 Construction.

Every covenant, term, and provision of this Agreement will be construed according to its fair meaning and not strictly for or against any Member.

15.5 Creditors; No Third Party Beneficiaries.

None of the provisions of this Agreement will be for the benefit of or enforceable by any creditors of the Company. This Agreement is entered into for the exclusive benefit of the parties hereto and, other than an Indemnitee, there will be no other beneficiaries hereof. For avoidance of doubt, Indemnitees are intended third party beneficiaries of the provisions of **Section 13**, and such Section may not be revoked or amended except on a prospective basis.

15.6 Waiver.

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

15.7 Headings.

The table of contents and section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

15.8 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity or legality of the remainder of this Agreement. The preceding sentence will not apply if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member to lose the material benefit of his, her or its economic bargain.

15.9 Binding Arbitration; Waiver of Jury Trial.

(a) In case of a dispute arising between one or more Members (or Economic Interest Owners), Senior Judges, Junior Judges, Judicial Officers, SCEC Trustees, Officers, and the Company (or among the Members or Economic Interest Owners) arising out of the terms and conditions of this Agreement, the applicable party(ies) shall submit the same to arbitration in accordance with the Rules and Regulations of the American Arbitration Association, Washington, D.C., using a single arbitrator, appointed by mutual consent of the parties to the dispute or, if no such consent is forthcoming, by the American Arbitration Association. Prior to initiating arbitration proceedings, the party desiring arbitration shall notify the other party(ies) of its demand to arbitrate. The notice shall include: (1) the names and addresses of the parties; (2) reference to the contract, agreement, document or action pursuant to which the dispute arises; (3) the nature of

the dispute and amount, if known, of any claim for damages or compensation; (4) the fact upon which the claim is based; and (5) the relief or remedy sought. If the disputed matter(s) has not been resolved within fifteen (15) calendar days after the date of such notice, any party may initiate arbitration proceedings by notice to the American Arbitration Association. The arbitrator shall have access to all books and records of the Company and shall have the right to examine all of its accounts, notes, securities, books, inventories and assets and to hear evidence of the parties and other witnesses and to make any accounting necessary and to do all things fully and completely to make a fair and full settlement of all matters in arbitration. The costs of the arbitrator will be shared equally by the parties involved in the arbitration unless the arbitrator's award provides for one party to bear a disproportionate share of such costs. The arbitrator may also require one party to reimburse the other party for its costs and expenses incurred by it in the arbitration proceeding if the arbitrator determines that such reimbursement would be equitable. When the arbitrator has passed upon matters in dispute between the parties, each party shall be notified in writing of the decision and the decision shall be final and binding upon the parties.

(b) Notwithstanding the foregoing, in the event of any dispute arising between one or more Members, Senior Judges, Junior Judges, Judicial Officers, Officers, SCEC Trustees, Economic Interest Owners, and the Company (or among the Members and Economic Interest Owners) arising out of the terms and conditions of this Agreement, a two-thirds (2/3) majority vote of the absolute number of Directors on the Board, with each Director casting one (1) vote on the question, may elect to impose a legally binding resolution, with no need for Arbitration proceedings outlined in Section 15.9(a), by deliberating to determine in its reasonable and good faith judgment how to resolve the dispute, and by issuing a written resolution which shall detail the terms and conditions by which the dispute shall be fully and finally settled by a three-fourths (3/4) vote of the Directors (rounded up), and such determination shall be final and binding on any affected Member, Senior Judge, Junior Judged, SCEC Trustee, Economic Interest Owner and the Company.

(c) EACH MEMBER, ECONOMIC INTEREST OWNER, JUDICIAL OFFICER, OFFICER, SCEC TRUSTEE, JUNIOR JUDGE, SENIOR JUDGE, OR TRANSFEREE OF MEMBERSHIP UNIT(S) OR RIGHTS IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO IMMUNITY BY SOVEREIGNTY OR OTHERWISE IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY MEMBERSHIP UNITS OR RIGHTS.

15.10 Governing Law.

This Agreement and the rights and obligations of the parties hereunder will be governed by and interpreted, construed and enforced in accordance with, the laws of the State of Texas without regard to any principle of choice of law that would permit or require the application of the laws of any other jurisdiction; unless the Company has been domesticated in Próspera ZEDE, Republic of Honduras, in which case the law of Próspera ZEDE shall be applied without regard to conflict of laws principles.

15.11 No Conflicting Agreements.

No Member or Economic Interest Owner may enter into any agreement or arrangement of any kind with any Person with respect to any Membership Units or other securities of the Company on terms inconsistent with the provisions of this Agreement (whether or not such agreements or arrangements are with other Members, Economic Interest Owners, or with Persons that are not party to this Agreement).

15.12 Specific Performance; Remedies.

(b) Each party agrees that the other parties may be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the Company or any nonbreaching party may be entitled, at law or in equity, the Company or such nonbreaching party will be entitled to seek injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction.

(c) In the course of any proceeding arising from any dispute between or among them, Members, Economic Interest Owners, and the Company will restrict themselves to claims for compensatory monetary damages or equitable relief. Every Member, Economic Interest Owner and the Company waives and must not make any claim for consequential, punitive, or any other type of exemplary damages against the other(s).

15.13 Counsel.

The Company and all parties governed or bound by this Agreement acknowledge that the retention of Nicholas C. Dranias by the Company through Nick Dranias Law & Policy Analysis LLC ("NDLPALLC") as General Counsel concurrently with the Promoter and Organizer, NeWay Capital LLC, and Erick A. Brimen is governed by and subject to various written disclosures and waivers of actual and potential conflicts of interest in Exhibits B, C and D dated December 4, 2017, January 11, 2018 and September 1, 2018, respectively, all part of a certain Corporation Counsel Agreement dated November 1, 2017. By executing this Agreement, each person not a party to the foregoing Corporation Counsel Agreement and Exhibits acknowledge that they may not reasonably rely upon the legal work of NDLPALLC and Nicholas Dranias as intended to benefit any of them. The Company and all parties governed or bound by this Agreement acknowledge that (a) he, she or it has been adequately advised that a conflict of interest may exist between his, her or its interests and those of the Promoter and Organizer, (b) apart from the Company and Promoter and Organizer, he, she or it is not a client of NDLPALLC or Nicholas Dranias, (c) he, she or it has been advised herewith by the Promoter and Organizer and the Company to seek the advice of independent counsel and tax counsel, and (d) he, she or it has had the opportunity to seek the advice of independent counsel and tax counsel before executing this Agreement or joining in it and waives any actual or potential conflict of interest, if any, arising from the legal representation furnished by Nicholas Dranias and NDLPALLC.

15.14 Counterpart Execution; Electronic Signature.

This Agreement may be executed in any number of counterparts with the same effect as if the Company and all of the Members and Economic Interest Owners had signed the same document. All counterparts will be construed together and will constitute one agreement. Further, this Agreement may be executed by transfer of an originally signed document by electronic document signing service, facsimile, e-mail in PDF format or other electronic means, any of which will be as fully binding as an original document.

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Operating Agreement of Próspera Arbitration Center LLC as of the day first above set forth.

COMPANY:

Próspera Arbitration Center LLC,
a Texas Limited Liability Company

Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)
By: _____

Printed Name: Erick A. Brimen
Title: CEO, Honduras Próspera LLC-Manager

(Members' and Economic Interest Owners' signature pages follow as individual Joinders hereto.)

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of PAC LLC, a Texas Limited Liability Company (the "***Company***"), effective December 31, 2019, as may be further amended or restated from time to time, by and among the Company, the Members and Economic Interest Owners, if any (the "***Operating Agreement***"), is made and entered into as of the date the Company accepts this Joinder as set forth below, by and between the Company and the undersigned Member or Economic Interest Owner (the "***Holder***"). Capitalized terms used in this Joinder, but not otherwise defined in it have the meanings set forth in the Operating Agreement.

WHEREAS, on the date of this Joinder, the Holder has acquired Membership Units or Economic Interests relating to Membership Units, and the Operating Agreement and the Company require the Holder, as a holder of the Membership Units or corresponding Economic Interests, to become a party to the Operating Agreement, and the Holder agrees to do so in accordance with this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Joinder and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Joinder agree as follows:

1. AGREEMENT TO BE BOUND. The Holder hereby: (a) acknowledges that it has received and reviewed a complete copy of the Operating Agreement; (b) agrees that upon execution of this Joinder and subject to the Company's acceptance hereof (indicated by the Company countersigning this Joinder and delivering a copy thereof to the Holder) and compliance with Section 12 of the Operating Agreement, and all other relevant provisions thereof, the Holder will become a party to the Operating Agreement and will be fully bound by, and subject to, all of the Operating Agreement's terms, as though an original party to the Operating Agreement, and is admitted as Member or Economic Interest Owner, as the case may be, for all purposes of the Operating Agreement and entitled to all the rights incidental thereto, if any.

2. GOVERNING LAW. Texas law, without regard to any principle of choice of law that would permit or require the application of the laws of any other jurisdiction, exclusively governs this Joinder.

3. COUNTERPARTS. The parties to this Joinder may execute it in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

4. DESCRIPTIVE HEADINGS. The descriptive headings of this Joinder are inserted only for convenience and do not constitute a part of this Joinder.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties to this Joinder have executed it as of the date set forth below the Company's acceptance hereof.

MEMBERS WHO ARE NOT NATURAL PERSONS:

Honduras Próspera LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Print Name: Erick A. Brimen

Print Title: CEO

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

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WHEREAS, on the date of this Joinder, the Holder has acquired Membership Units or Economic Interests relating to Membership Units, and the Operating Agreement and the Company require the Holder, as a holder of the Membership Units or corresponding Economic Interests, to become a party to the Operating Agreement, and the Holder agrees to do so in accordance with this Joinder.

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MEMBERS WHO ARE NATURAL PERSONS:

By: John C. Gemmill
John C. Gemmill (Dec 19, 2019)

Print Name: John Gemmill

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

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MEMBERS WHO ARE NATURAL PERSONS:

By: A. John Pelander
A. John Pelander (Dec 19, 2019)

Print Name: John Pelander

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of PAC LLC, a Texas Limited Liability Company (the "***Company***"), effective December 31, 2019, as may be further amended or restated from time to time, by and among the Company, the Members and Economic Interest Owners, if any (the "***Operating Agreement***"), is made and entered into as of the date the Company accepts this Joinder as set forth below, by and between the Company and the undersigned Member or Economic Interest Owner (the "***Holder***"). Capitalized terms used in this Joinder, but not otherwise defined in it have the meanings set forth in the Operating Agreement.

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MEMBERS WHO ARE NATURAL PERSONS:

By: James Kenneth Mangum (Dec 19, 2019)

Print Name: James Kenneth Mangum

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

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MEMBERS WHO ARE NATURAL PERSONS:

By: Susanna Dokupil
Susanna Dokupil (Dec 20, 2019)

Print Name: Susanna Dokupil

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

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MEMBERS WHO ARE NATURAL PERSONS:

By: Pablo Fernando Palma Calderón (Dec 19, 2019)

Print Name: Dr. Pablo Fernando Palma Calderon

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of PAC LLC, a Texas Limited Liability Company (the "***Company***"), effective December 31, 2019, as may be further amended or restated from time to time, by and among the Company, the Members and Economic Interest Owners, if any (the "***Operating Agreement***"), is made and entered into as of the date the Company accepts this Joinder as set forth below, by and between the Company and the undersigned Member or Economic Interest Owner (the "***Holder***"). Capitalized terms used in this Joinder, but not otherwise defined in it have the meanings set forth in the Operating Agreement.

WHEREAS, on the date of this Joinder, the Holder has acquired Membership Units or Economic Interests relating to Membership Units, and the Operating Agreement and the Company require the Holder, as a holder of the Membership Units or corresponding Economic Interests, to become a party to the Operating Agreement, and the Holder agrees to do so in accordance with this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Joinder and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Joinder agree as follows:

1. AGREEMENT TO BE BOUND. The Holder hereby: (a) acknowledges that it has received and reviewed a complete copy of the Operating Agreement; (b) agrees that upon execution of this Joinder and subject to the Company's acceptance hereof (indicated by the Company countersigning this Joinder and delivering a copy thereof to the Holder) and compliance with Section 12 of the Operating Agreement, and all other relevant provisions thereof, the Holder will become a party to the Operating Agreement and will be fully bound by, and subject to, all of the Operating Agreement's terms, as though an original party to the Operating Agreement, and is admitted as Member or Economic Interest Owner, as the case may be, for all purposes of the Operating Agreement and entitled to all the rights incidental thereto, if any.

2. GOVERNING LAW. Texas law, without regard to any principle of choice of law that would permit or require the application of the laws of any other jurisdiction, exclusively governs this Joinder.

3. COUNTERPARTS. The parties to this Joinder may execute it in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

4. DESCRIPTIVE HEADINGS. The descriptive headings of this Joinder are inserted only for convenience and do not constitute a part of this Joinder.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties to this Joinder have executed it as of the date set forth below the Company's acceptance hereof.

MEMBERS WHO ARE NATURAL PERSONS:

By: 
Ilya Shapiro (Dec 18, 2019)

Print Name: Ilya Shapiro

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: 
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of PAC LLC, a Texas Limited Liability Company (the "***Company***"), effective December 31, 2019, as may be further amended or restated from time to time, by and among the Company, the Members and Economic Interest Owners, if any (the "***Operating Agreement***"), is made and entered into as of the date the Company accepts this Joinder as set forth below, by and between the Company and the undersigned Member or Economic Interest Owner (the "***Holder***"). Capitalized terms used in this Joinder, but not otherwise defined in it have the meanings set forth in the Operating Agreement.

WHEREAS, on the date of this Joinder, the Holder has acquired Membership Units or Economic Interests relating to Membership Units, and the Operating Agreement and the Company require the Holder, as a holder of the Membership Units or corresponding Economic Interests, to become a party to the Operating Agreement, and the Holder agrees to do so in accordance with this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Joinder and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Joinder agree as follows:

1. AGREEMENT TO BE BOUND. The Holder hereby: (a) acknowledges that it has received and reviewed a complete copy of the Operating Agreement; (b) agrees that upon execution of this Joinder and subject to the Company's acceptance hereof (indicated by the Company countersigning this Joinder and delivering a copy thereof to the Holder) and compliance with Section 12 of the Operating Agreement, and all other relevant provisions thereof, the Holder will become a party to the Operating Agreement and will be fully bound by, and subject to, all of the Operating Agreement's terms, as though an original party to the Operating Agreement, and is admitted as Member or Economic Interest Owner, as the case may be, for all purposes of the Operating Agreement and entitled to all the rights incidental thereto, if any.

2. GOVERNING LAW. Texas law, without regard to any principle of choice of law that would permit or require the application of the laws of any other jurisdiction, exclusively governs this Joinder.

3. COUNTERPARTS. The parties to this Joinder may execute it in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

4. DESCRIPTIVE HEADINGS. The descriptive headings of this Joinder are inserted only for convenience and do not constitute a part of this Joinder.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties to this Joinder have executed it as of the date set forth below the Company's acceptance hereof.

MEMBERS WHO ARE NATURAL PERSONS:

By: Martin Klapper
Martin Klapper (Dec 19, 2019)

Print Name: Martin Maximillian Klapper

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

JOINDER TO

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS JOINDER to the Limited Liability Company Operating Agreement of PAC LLC, a Texas Limited Liability Company (the "***Company***"), effective December 31, 2019, as may be further amended or restated from time to time, by and among the Company, the Members and Economic Interest Owners, if any (the "***Operating Agreement***"), is made and entered into as of the date the Company accepts this Joinder as set forth below, by and between the Company and the undersigned Member or Economic Interest Owner (the "***Holder***"). Capitalized terms used in this Joinder, but not otherwise defined in it have the meanings set forth in the Operating Agreement.

WHEREAS, on the date of this Joinder, the Holder has acquired Membership Units or Economic Interests relating to Membership Units, and the Operating Agreement and the Company require the Holder, as a holder of the Membership Units or corresponding Economic Interests, to become a party to the Operating Agreement, and the Holder agrees to do so in accordance with this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Joinder and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Joinder agree as follows:

1. AGREEMENT TO BE BOUND. The Holder hereby: (a) acknowledges that it has received and reviewed a complete copy of the Operating Agreement; (b) agrees that upon execution of this Joinder and subject to the Company's acceptance hereof (indicated by the Company countersigning this Joinder and delivering a copy thereof to the Holder) and compliance with Section 12 of the Operating Agreement, and all other relevant provisions thereof, the Holder will become a party to the Operating Agreement and will be fully bound by, and subject to, all of the Operating Agreement's terms, as though an original party to the Operating Agreement, and is admitted as Member or Economic Interest Owner, as the case may be, for all purposes of the Operating Agreement and entitled to all the rights incidental thereto, if any.

2. GOVERNING LAW. Texas law, without regard to any principle of choice of law that would permit or require the application of the laws of any other jurisdiction, exclusively governs this Joinder.

3. COUNTERPARTS. The parties to this Joinder may execute it in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

4. DESCRIPTIVE HEADINGS. The descriptive headings of this Joinder are inserted only for convenience and do not constitute a part of this Joinder.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties to this Joinder have executed it as of the date set forth below the Company's acceptance hereof.

MEMBERS WHO ARE NATURAL PERSONS:

By: M Higgins (Dec 21, 2019)

Print Name: Mark Higgins

ACCEPTANCE:

PRÓSPERA ARBITRATION CENTER LLC

By: Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen

Title: CEO-Honduras Próspera LLC, Manager

Dated: Dec 20, 2019

Exhibit A

Capital Contributions of Initial Investors

MEMBER NAME	CAPITAL CONTRIBUTION (CLASS A PREFERRED UNITS)
Honduras Próspera LLC	$125,000.00 USD (cash or in kind in monthly tranches over 24 months) and IP License (25,000,000)
Founding Judges as identified in Exhibit B	$50,000.00 USD in services (400 hours in aggregate over 24 months) (10,000,000) as detailed in Exhibit B

Exhibit A (cont.)

IP License

THIS LICENSE AGREEMENT ("Agreement") made effective on the Effective Date, is between Honduras Próspera LLC, a Delaware limited liability company, ("Licensor"), and in favor of Próspera Arbitration Center LLC, a Texas Limited Liability Company, ("Licensee").

NOW, THEREFORE, for good and valuable consideration consisting of the promises and mutual obligations set out in the Operating Agreement of Próspera Arbitration Center LLC, the mutual promises contained herein, and other good and valuable consideration, including the prospect that such License will enhance Licensee's ability to generate revenue which could benefit Licensor in its capacity as Member of Licensee, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definition. "Licensed Property" means all intellectual property rights owned, enjoyed, held by or granted to Licensor by NeWay Capital LLC or otherwise held by Licensor relating to governance systems, policies and software assets which concern the Zone for Employment and Economic Development on the Island of Roatan in Honduras known as Próspera ZEDE, under the Intercompany Personnel Loan and IP Licensing Agreement dated on or about December 28, 2018, as amended from time to time, between NeWay Capital LLC and Licensor.

2. License. Subject to termination as provided below, Licensor hereby grants to Licensee the perpetual nonexclusive worldwide license and right (a) to use any element of the Licensed Property to conduct its Business; (b) to sublicense to, or authorize, third parties to use the Licensed Property, pursuant to the terms hereof, and (c) to file applications for copyright, trademark, domain name and other similar registrations and obtain such registrations involving the Licensed Property. Such license shall be subject to the continued oversight, quality control and review of Licensor, such that Licensee shall immediately make available upon Licensor's request and for Licensor's review all applications of the Licensed Property both in draft and final form.

3.1 Reservation of Rights. Use of Licensed Property, and the goodwill associated therewith, shall inure solely to Licensor. Except for the license granted hereunder and as otherwise provided herein, (a) Licensor retains any right, title and interest in and to the Licensed Property, and (b) Licensee acknowledges and agrees that it will not have any right, title or interest in or to the Licensed Property, and Licensee shall not make any claim of ownership or interest in or to such Licensed Property.

3.2 Royalties. The license granted by Licensor to Licensee pursuant to this Agreement shall initially be on a royalty-free basis, but royalties may be subsequently negotiated.

4. Representations and Warranties. Each party represents and warrants that: (a) it has full power (corporate or otherwise) and authority to enter into and perform its obligations under this Agreement, where applicable, and to consent to this Agreement, and all actions necessary to authorize the execution, delivery and performance of this Agreement have been taken by such party; and (b) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in any breach of or event of termination under any of the terms of, or constitute a default under or result in the termination of

or the creation or imposition of any encumbrance pursuant to, the terms of any contract or agreement to which it is a party or by which it or any of its assets and properties are bound.

5.1 Termination. Licensor may terminate the Agreement at any time and in its sole discretion if Licensee, its successors, assigns or sublicensees do not follow Licensor's quality control directives or furnish Licensor with the immediate opportunity to review all applications of the Licensed Property both in draft and final form upon request.

5.2 Effect of Termination. Upon a termination of this Agreement for any reason, the license provided herein shall terminate and be held for naught, as shall any sublicense of the same.

6.1 Successors and Assigns. This Agreement is assignable by the Licensee to any successor of the Licensee which acquires all or substantially all of the Membership Units, assets or businesses of the Licensee, whether by sale, merger, recapitalization or other business combination, without Licensor's consent, provided that any such successor or assignee shall provide Licensor with a written agreement that it shall be bound by all the terms of this Agreement. This Agreement shall be assignable by Licensor, and inure to the benefit of and be binding upon the successors, legal representative, heirs and assigns of Licensor. Except as specified in this Section, this Agreement is not assignable.

6.2 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 Counterparts/Electronic Signature. This Agreement and all related instruments may be executed in identical counterparts or by electronically-affixed signature delivered to the counterparty.

6.4 Further Assurances. Upon request of Licensor, Licensee shall execute, acknowledge and deliver to Licensor, in such form satisfactory to Licensor, such additional instruments, which, in the sole opinion of Licensor are necessary to effectuate the intent of this Agreement. Licensee hereby irrevocably appoints Licensor its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney to execute, acknowledge and deliver on behalf of Licensee, its successors and assigns, any such documents if Licensee shall fail so to do within five (5) days after request by Licensor.

6.5 No Agency. This Agreement shall not be construed as creating an agency relationship, partnership, or joint venture between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

6.6 Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given by email addressed as follows:

If to Licensor:

Honduras Próspera LLC

ebrimen@newaycapital.com

If to Licensee:

Próspera Arbitration Center LLC

legal@prospera.co

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

IN WITNESS WHEREOF, Licensor has caused this License to be duly executed and delivered and Licensee has accepted this License as of the date first above written.

LICENSOR:

Honduras Próspera LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name: Erick A. Brimen
Title: CEO

LICENSEE:

Próspera Arbitration Center LLC

By: Erick A. Brimen
Erick A. Brimen (Dec 20, 2019)

Printed Name:
Its: CEO of Manager Honduras Próspera LLC

Exhibit B

PAC LLC

Pro Forma Ownership Ledger

DATED AS OF EFFECTIVE DATE*

MEMBER NAME	MEMBER EMAIL ADDRESS	CAPITAL CONTRIBUTION	NO. OF CLASS A PREFERRED UNITS
Honduras Próspera LLC	ebrimen@prospera.co	$125,000.00 USD (cash and in kind in monthly tranches over 24 months) and IP License	25,000,000
Founding Judges	***	***	***
Hon. John Gemmill	john.gemmill@cox.net	$9,375.00 (75 hrs @ 6 hrs per month max for 24 months)	1,875,000*
Hon. John Pelander	Johnpelander@yahoo.com	$9,375.00 (75 hrs @ 5 hrs per month max for 24 months)	1,875,000*
Hon. James Kenneth Mangum	Kennethmangum@yahoo.com	$6,875.00 (55 hrs @18 hrs per month max for 24 months)	1,375,000*
Ms. Susanna Dokupil	Sdokupil@paladinstrategies.co	$5,000.00 (40 hrs @10 hrs per month max for 24 months)	1,000,000*
Dr. Pablo Fernando Palma Calderón	pablo@palma-palma.de	$5,000.00 (40 hrs @5 hrs per month max for 24 months)	1,000,000*
Mr. Ilya Shapiro	ilya.shapiro@gmail.com	$5,000.00 (40 hrs @5 hrs per month max for 21 months)	1,000,000*
Mr. Martin Maximillian Klapper	martin@klapper.com.au	$5,000.00 (40 hrs @5 hrs per month max for 24 months)	1,000,000*
Mr. Mark Higgins	higgins@blackchambers.com.au	$4,375.00 (35 hrs @4 hrs per month max for 24 months)	875,000*

***Subject to execution, terms and conditions of Founding Judge Consulting Services Agreement**

Exhibit C

Defined Terms

"***Act***" means the Texas Limited Liability Company Act, as amended from time to time (or any successor statute); except that if the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then the Act shall be construed as the portion of the Roatan Common Law Code codified as §2-3-4-0-3-7-3707 (inter alia), including amendments thereto from time to time.

"***Adjusted Capital Account Deficit***" means, with respect to any Member (or any Economic Interest Owner standing in the shoes of the original transferring Member or its successor, if any, to the extent of the Economic Interest transferred), the deficit balance, if any, in such Member's (or Economic Interest Owner's) Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member (or Economic Interest Owner) is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.7042(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.7041(b)(2)(ii)(d)(5) and 1.7041(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.7041(b99)(2)(ii)(d) of the Regulations and will be interpreted consistently therewith. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Affiliate***" means, with respect to any Person: (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person, (ii) any officer, director, equity holder, general partner, manager, member or trustee of such Person or (iii) any Person who is an officer, director, equity holder, general partner, manager, member or trustee of any Person described in clauses (i) or (ii) of this sentence. The Affiliate(s) of a natural Person will be deemed to include such Person's Family members.

"***Agreement***" means this Limited Liability Company Operating Agreement, including the Exhibits and attachment hereto, as amended from time to time, which Agreement will constitute the Limited Liability Company agreement of the Company under the Act.

"***Allocable Portion***", for each Member (or any Economic Interest Owner standing in the shoes of the original transferring Member or its successor, if any, to the extent of the Economic Interest transferred), means a fraction equal to (i) the Net Capital Proceeds received by such

Member (or Economic Interest Owner), divided by (ii) the total Net Capital Proceeds received by all Members (and Economic Interest Owners standing in the shoes of the original transferring Members or their successors, if any, to the extent of the Economic Interest transferred).

"***Allocation Year***" means (i) the period commencing on the Commencement Date and ending on December 31, 2019, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Section 1 of Exhibit D.

"***Articles***" means the Certificate of Formation filed with the Texas Secretary of State pursuant to the Act to form the Company, as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

"***Board***" means the Board of Directors with respect to the Company. While referred to as a Board of Directors herein, for a Limited Liability Company the Board is commonly referred to as a Board of Managers when there is a manager-managed LLC and thus reference to Directors herein shall be synonymous to Manager or Manager(s) under the Act, except where aspects of such managerial authority has been delegated to Officers or the Standing Competence and Ethics Committee.

"***Business***" has the meaning set forth in **Section 2.6**.

"***Business Day***" means a day of the year other than a Saturday, Sunday or other day on which banks are not required or authorized by law to close in New York City, New York.

"***Cancellation Document***" means a certificate of cancellation under the Act, or other documents required to terminate the Company's existence.

"***Capital Account***" means, with respect to any Member or Economic Interest Owner (standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred), the Capital Account maintained for such Member or Economic Interest Owner in accordance with the following provisions:

(i) To each Member's (or Economic Interest Owner's) Capital Account there will be credited (A) such Member's (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, the original transferring Member's) Capital Contributions, (B) such Member's (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, the original transferring Member's) distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 1.3 or Section 1.4 of Exhibit D, and (C) with respect to any Property distributed to such Member (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, to the original transferring Member) the amount of any Company liabilities assumed by such Member (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, by the original transferring Member) or secured by such Property.

(ii) From each Member's (or Economic Interest Owner's) Capital Account there will be debited (A) the amount of money and the Gross Asset Value (without taking Code

Section 7701(g) into account) of any Property distributed to such Member (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, to the original transferring Member) pursuant to any provision of the Agreement, (B) such Member's (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, the original transferring Member's) distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 1.2 or Section 1.3 of Exhibit D, and (C) with respect to any Property contributed by such Member (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, by the original transferring Member), the amount of any liabilities of such Member (or, as to an Economic Interest Owner, to the extent of the Economic Interest transferred, by the original transferring Member) assumed by the Company or secured by such Property.

(iii) If Membership Units (or corresponding Economic Interests) are Transferred in accordance with the terms of the Agreement, the transferee will succeed to the Capital Account of the transferor to the extent it relates to the Transferred Membership Unit(s) (or Membership Unit(s) corresponding to the Transferred Economic Interests).

(iv) In determining the amount of any liability for purposes of clauses (i) and (ii) above there will be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of the Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and will be interpreted and applied in a manner consistent with such Regulations. If the Board will determine that it is prudent to modify or adjust the manner in which the Capital Accounts, or any debits or credits thereto (including debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member or Economic Interest Owner), are computed in order to comply with such Regulations, the Board may make such modification or adjustment, provided that it is not likely to have a material effect on the amounts distributable to any Member or Economic Interest Owner pursuant to the Agreement. Subject to the foregoing proviso, the Board also will (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.7041(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause the Agreement not to comply with Regulations Section 1.7041(b). However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Capital Contributions***" means, with respect to any Member (or Economic Interest Owner), the amount of cash or the fair market value of property or services contributed to the Company on account of the Membership Unit(s) held by such Member (or, as to an Economic

Interest Owner, to the extent of the Economic Interest transferred, by the original transferring Member).

"***Capital Transaction***" means any (i) liquidation, dissolution or winding up of the Company, (ii) acquisition of the Company by means of a merger or other form of reorganization in which fifty percent (50%) or more, by value, of the Membership Units, Economic Interests, and/or other Company Securities are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring entity or its subsidiary (other than a transaction in which Members immediately prior to such event control the surviving entity), (iii) sale of all or substantially all of the Property, or (iv) other transaction or series of related transactions by the Company in which the Members immediately prior to such transaction or series of transactions do not control the Company immediately following such transaction or series of transactions. However, the implementation of the special rights of Class B Units under Section 3.5 shall not be construe as a Capital Transaction.

"Class B Units" mean those Membership Interests that the Company shall issue as "profits interests" to Senior Judges and Junior Judges pursuant to an equity option plan or other agreement approved by the Board.

"***Code***" means the United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Commencement Date***" means the date upon which the Certificate of Formation was accepted for filing by the office of the Texas Secretary of State, which is November 4, 2019.

"***Class C Units***" means those Membership Interests that the Company shall issue to Subsequent Investors.

"***Company***" means the Limited Liability Company formed pursuant to the Agreement and the Charter.

"***Company Minimum Gain***" has the same meaning as "partnership minimum gain" in Section 1.704-2(b)(2) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Company Securities***" means equity securities in the Company of any class, or securities exercisable or convertible into securities of the Company, other than Excluded Securities.

"***Competitor***" means a business that offers products or services that are competitive with the products or services offered by the Company from time to time.

"***Confidential Information***" has the meaning set forth in **Section 8.5**.

"***Controlling,***" "***Controlled by***" or "***under common Control with***" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect a majority of the directors, managers, general partners, members or persons exercising similar authority with respect to such Person.

"***Control Group***" has the meaning set forth in **Section 12.8(a)**.

"***Debt***" means (i) any indebtedness for borrowed money or the deferred purchase price of property as evidenced by a note, bond or other instrument, (ii) any obligation as lessee under a capital lease, (iii) any reimbursement obligation in respect of any letter of credit, bond or similar instrument, (iv) obligations secured by any mortgage, pledge, security interest, encumbrance, lien or charge of any kind existing on any Property owned or held by the Company whether or not the Company has assumed or become liable for the obligations secured thereby, (v) any obligation under any interest rate swap agreement, (vi) accounts payable and (vii) obligations under a direct or indirect guarantee of (including obligations (contingent or otherwise) to assure a creditor against loss in respect of) indebtedness or obligations of the kinds referred to in clauses (i) through (vi) above, provided, however, that Debt will not include obligations in respect of any accounts payable that are incurred in the ordinary course of the Company's business and are not delinquent or are being contested in good faith by appropriate proceedings.

"***Depreciation***" means, for each Allocation Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to Property for such Allocation Year, except that if the Gross Asset Value of certain Property differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation will 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 Allocation Year bears to such beginning adjusted tax basis, *provided, however*, that if the adjusted basis for federal income tax purposes of certain Property at the beginning of such Allocation Year is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"***Director***" means a member of the Board.

"***Dissolution Event***" has the meaning set forth in **Section 14.1**.

"***Drag-Along Members***" has the meaning set forth in **Section 12.8(a)**.

"***Effective Date***" has the meaning set forth in the Recitals to the Agreement.

"Economic Interest." An Equity Owner's share of one or more of the Profits, Losses and Distributions pursuant to this Agreement and the Act, including such rights that the Equity Owner has with respect to any Class A Preferred Units, Class B Units, or Class C Units held by it, but

shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members, Manager or Board, or derivative committees, such as the SCEC.

"Economic Interest Owner." The owner of an Economic Interest who is not a Member. For all calculation purposes, unless expressly stated otherwise, an Economic Interest Owner stands in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred.

"Equity Owner." A Member or Economic Interest Owner.

"***Equity Securities***" shall have the meaning ascribed to such term in Rule 405 promulgated under the Securities Act and in any event includes any Units, any common stock, any limited partnership interest, any Limited Liability Company interest and any other interest or security having the attendant right to vote for directors or managers or similar representatives, including any options or warrants to purchase the foregoing and other securities convertible, exchangeable or exercisable for the foregoing. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"Excluded Securities" means (a) the Class B Units; (b) any membership interests in the Company issued pursuant to a membership interest split, dividend, reorganization, consolidation or similar business combination applicable to all of the Members and on a basis consistent with this Agreement; (c) membership interests in the Company issued upon the exercise of any options, warrants or other convertible securities; and (d) membership interests in the Company issued to third party providers of goods or services in exchange for or as partial consideration for goods provided or services rendered to the Company.

"***Family***" means, with respect to any natural Person, such Person's spouse, issue or ancestors, or any trust or partnership of which the Person, such Person's spouse, issue or ancestors are the beneficiaries or partners.

"***Fiscal Year***" of the Company means the calendar year, *provided, however*, that the first Fiscal Year commenced on the Commencement Date and ended on December 31, 2019.

"***Founding Judges***" of the Company means those Members who have a judicial background and have agreed to contribute services collectively valued at $50,000 USD over 24 months to help establish the Company in exchange for a certain number of Class A Preferred Units.

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

(i) The Gross Asset Values of all Property will be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by

the Board as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution, (B) the distribution by the Company to a Member (or an Economic Interest Owner) of more than a *de minimis* amount of Property as consideration for an interest in the Company, (C) the liquidation of the Company within the meaning of Regulations Section 1.7041(b)(2)(ii)(g), and (D) such other times as permitted by Regulations Section 1.704-1(b)(2)(iv)(f); *provided* that an adjustment described in clauses (A) (B) or (D) of this paragraph will be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of Members (and Economic Interest Owners) in the Company;

(ii) The Gross Asset Value of any item of Property distributed to any Member or Economic Interest Owner will be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such Property on the date of distribution as determined by the Board; and

(iii) The Gross Asset Values of Property will be increased (or decreased) to reflect any adjustments to the adjusted basis of such Property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.7041(b)(2)(iv)(m) and clause (vi) of the definition of "***Profits***" and "***Losses***"*; provided, however*, that Gross Asset Values will not be adjusted pursuant to this clause (iii) to the extent that such adjustment would be duplicative of any adjustment made pursuant to clause (i) in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iii).

Such Gross Asset Value will be adjusted by the Depreciation taken into account with respect to such Property, for purposes of computing Profits and Losses and subsequent adjustments to Members' or Economic Interest Owner's Capital Accounts. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Gross Revenues***" means, for any period, all revenues received by the Company during such period from any source other than Capital Contributions and Net Capital Proceeds.

"***Indemnitee***" means each of the Directors, the Officers, the Tax Matters Partner and their respective directors, managers, officers, equity holders, members, partners, trustees and employees, and any Person (including a Member or Economic Interest Owner) who is or was serving at the request or on behalf of the Company as a Senior Judge, Junior Judge, manager, officer, employee or agent of the Company or as a director, manager, officer, equity holder, member, partner, trustee, employee or agent of another corporation, Limited Liability Company, partnership, joint venture, trust or other Person.

"***Initial Investors***" means the Persons identified as "Promoter and Organizer" and the "Founding Judges" on Exhibit A.

"Judicial Officer" means a natural person who has been appointed and retained by the Company to serve as an arbitrator in moderate, minor and small claims cases, who has excellent character and judgment and is subject to supervision by the CEO, Junior Judges and Senior Judges.

"Junior Judge" means a natural person who has been appointed and retained by the Company to serve as an arbitrator in a junior capacity, who has excellent character, judgment and legal knowledge, but not enough experience to qualify as a Senior Judge.

"***Losses***" has the meaning set forth in the definition of "***Profits***" and "***Losses***".

"***Majority-in-Interest***" means Member(s) holding votes that are weighted in excess of fifty percent (50%) of the total available voting weight for all Membership Units.

"***Member***" means a holder of Membership Unit(s), who has been admitted as a "member" of the Company in accordance with the provisions of the Agreement.

"***Member Nonrecourse Debt***" has the same meaning as the term "partner nonrecourse debt" in Section 1.7042(b)(4) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Member Nonrecourse Debt Minimum Gain***" has the same meaning as the term "partner nonrecourse debt minimum gain" in Section 1.704-2(i)(2) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Member Nonrecourse Deductions***" has the same meaning as the term "partner nonrecourse deductions" in Sections 1.7042(i)(1) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Member Representative***" has the meaning set forth in **Section 12.8(a)(v)**.

"***Membership Units***" means the membership units, including the Class C Units, Class B Units, and the Class A Preferred Units, representing an interest in the Company, including the right to a distributive share of the capital, profits and losses of the Company, and the right to receive distributions from the Company.

"***Net Capital Proceeds***" means the remaining cash proceeds realized by the Company upon a Capital Transaction after (i) payment of all expenses of any such Capital Transaction, commissions and fees, if applicable, (ii) the payment of all Company indebtedness, and (iii) the establishment of reserves to meet contingencies, as reasonably determined by the Board.

"***Net Distributable Proceeds***" means, for any period, Gross Revenues for such period plus the amount of any cash that becomes available by reason of a reduction during such period of reserves previously established pursuant to clause (iii) below, after deducting therefrom the following items for such period (without duplication):

(i) all Total Expenses;

(ii) all payments of principal (whether mandatory or optional) of Debt of the Company; and

(iii) all amounts allocated to reserves during such period for the reasonable needs of the business operations of the Company, as the Board will reasonably determine in good faith.

"***New Equity Securities***" has the meaning set forth in **Section 9.1**.

"***New Member***" means any Person admitted to the Company as a Member pursuant to **Section 12.6**.

"***Nonrecourse Deductions***" has the meaning set forth in Section 1.7042(b)(1) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Nonrecourse Liability***" has the meaning set forth in Section 1.7042(b)(3) of the Regulations. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Notice of Acceptance***" has the meaning set forth in **Section 9.3**.

"***Officer***" has the meaning set forth in **Section 7.9(a)**.

"***Offered New Equity Securities***" has the meaning set forth in **Section 9.2**.

"***Ownership Ledger***" has the meaning set forth in the Preamble to the Agreement.

"***Permitted Transfer***" has the meaning set forth in **Section 12.2**.

"***Person***" means any individual, partnership (whether general or limited), joint venture, Limited Liability Company, corporation, trust, estate, association, government, nominee or other entity.

"***Personal Representative***" means any Member's or Economic Interest Owner's executor, estate administrator or other legal representative that act in the event of a death or disability of such Member (or, in the case of a Member that is a Person other than an individual, such Member's principal that signs the Agreement on behalf of such Member).

"***Pledge***" means, as a noun, any voluntary or involuntary pledge, hypothecation, mortgage, lien, security interest or other encumbrance, and as a verb, voluntarily or involuntarily, to grant or suffer the creation of any of the foregoing.

"***Preemptive Offer***" has the meaning set forth in **Section 9.2**.

"***Preemptive Offer Closing Date***" has the meaning set forth in **Section 9.2**.

"***Preferred Member(s)***" means Member(s) holding Class A Preferred Units.

"Promoter and Organizer" means Honduras Próspera LLC, a Delaware limited liability company.

"***Pro Rata Portion***" means the ratio that each Member's total Membership Units bears to the aggregate sum of all outstanding Membership Units (or, as to an Economic Interest Owner, to the extent of the Economic Interests transferred, the ratio that each original transferring Member's total Membership Units bears to the aggregate sum of all outstanding Membership Units).

"***Profits***" and "***Losses***" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "***Profits***" *and* "***Losses***" will be added to such taxable income or loss;

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

(iii) If the Gross Asset Value of any Property is adjusted pursuant to clauses (i) or (ii) of the definition of Gross Asset Value, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the Gross Asset Value of the Property) or an item of loss (if the adjustment decreases the Gross Asset Value of the Property) from the disposition of such Property and will be taken into account for purposes of computing Profits or Losses;

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

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there will be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the Gross Asset Value of any Property pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.7041(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the Gross Asset Value of the Property) or loss (if the adjustment decreases the Gross Asset Value Property) and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction; and

(vii) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 1.3 or Section 1.4 of Exhibit D will not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 1.3 or Section 1.4 of Exhibit D will be determined by applying rules analogous to those set forth in clauses (i) through (vi) above. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

"***Property***" means all property or assets acquired by the Company, whether real or personal, tangible or intangible.

"***Proportionate Percentage***" has the meaning set forth in **Section 9.1**.

"***Qualified Public Offering***" means the sale, in a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective registration statement under the Securities Act, of Membership Units having an aggregate offering value (net of underwriters' discounts and selling commissions) of at least $2.00 (as adjusted for splits, dividends, combinations and the like) per Membership Unit and for a total offering of at least $25,000,000, pursuant to which the Company's securities are listed on any national securities exchange, quoted on the NASDAQ Stock Market System, or through an Initial Coin Offering ("***ICO***").

"***Regulations***" means the regulations, including temporary regulations, promulgated under the Code, as such regulations are amended from time to time.

"***Regulatory Allocations***" has the meaning set forth in Section 1.4 of Exhibit D.

"***Rights***" has the meaning set forth in **Section 12.1(a)**.

"***Sale Documentation***" has the meaning set forth in **Section 12.8(a)**.

"***Securities Act***" means the Securities Act of 1933, as amended. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to the Securities Act shall be construed as referring to the most analogous provisions of the Roatan Common Law Code.

"Senior Judge" means a natural person who has been appointed and retained by the Company to serve as an arbitrator in a senior capacity, who has excellent character, judgment and legal knowledge, as well as at least five (5) years of experience serving as a judge or arbitrator.

"Standing Competence and Ethics Committee" means the independent committee organized to exercise the portion of the Manager's authority under the Act that is focused on ensuring that Senior Judges and Junior Judges offer competent and ethical services on behalf of the Company.

"Subsequent Investors" means any Person who purchases Class C Units after the Effective Date.

"***Tax Matters Partner***" has the meaning set forth in **Section 8.3(a)**.

"***Total Expenses***" means all out-of-pocket expenses relating to the Company, including: (i) organizational expenses; (ii) reasonable expenses of attorneys, accountants, custodians and experts hired on behalf of the Company, which may include allocations for tax, accounting, legal and insurance costs; (iii) any taxes, fees or other governmental charges levied against the Company; and (iv) reasonable other expenses (including travel) related to the activities of the Company.

"***Transfer***" means, as a noun, any voluntary or involuntary transfer, sale, assignment, pledge or other disposition (including any transfer, sale, assignment, pledge or disposition by operation of law) and, as a verb, voluntarily or involuntarily to do or suffer the doing of any of the foregoing.

"***Unreturned Contributions"*** means, as to each Preferred Member (or to each Economic Interest Owner standing in the shoes of the original transferring Preferred Member or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) as of any particular date, an amount (but not below zero) equal to such Preferred Member's (or Economic Interest Owner's) Capital Contribution, reduced by all distributions made to such Preferred Member (or Economic Interest Owner) from time to time pursuant to Section 2.1(a)(ii) and Section 2.1(b)(ii) of Exhibit D. For the sake of clarity and avoidance of doubt, any tax distributions made pursuant to Section 2.1(c) of Exhibit D to any Member (or to any Economic Interest Owner) will not count as a payment of all or any portion of Unreturned Contributions unless and until applied, pursuant to the last sentence of Section 2.1(c) of Exhibit D, to reduce any amount that would otherwise be distributed to such Member (or such Economic Interest Owner).

Exhibit D

1. ALLOCATIONS

1.1. Profit and Loss.

(a) All Profit and Loss shall be allocated to Members (and to Economic Interest Owners standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) as of the last day of the Allocation Year or other allocation period for which the allocation is to be made. The Board may determine the allocation periods during a year and the manner in which Profit and Loss (and items thereof) shall be apportioned among such allocation periods using any methods permissible under federal income tax law. If there is a Transfer of Membership Units (or Economic Interests) during an Allocation Year, Profit and Loss (and items thereof) shall be allocated between the transferor and transferee of such Membership Units (or Economic Interests), respectively, to reflect their varying Membership Units (or Economic Interests) during the year in a manner selected by the Board and permissible under federal income tax law, which in all cases shall take into account any extraordinary non-recurring items of Profit or Loss of the Company.

(b) After giving effect to the special allocations set forth in Section 1.2, Profit and Loss for any Allocation Year of the Company shall be allocated among the Members in such a manner that, with respect to each Member, as of the end of such Allocation Year, the sum of (i) the Capital Account of such Member, (ii) such Member's share of Company Minimum Gain (as determined according to Regulation Section 1.704-2(g)), and (iii) such Member's Member Nonrecourse Debt Minimum Gain shall be equal to the respective net amounts, positive or negative, which would be distributed to each Member, determined as if the Company were to (x) liquidate the assets of the Company for an amount equal to their Gross Asset Value, and (y) distribute the proceeds of liquidation pursuant to Section 2.1(b); provided that, for purposes of such determination only, all outstanding Class B Units issued shall be deemed to be fully (in the event that any such Class B Units are subject to vesting) for purposes of calculating the amount of such proceeds distributed to each Interest Holder. Further, in so far as Class B Units are profits interests that do not have liquidation rights, Class B Units shall be treated as if they had liquidation rights for purposes of calculating the amount of distributions due to their holders under this subsection to the extent that the foregoing Profits and Losses allocation formula would otherwise deny the distribution of Profits to holders of Class B Units that do not originate from an actual liquidation of the Company during the Allocation Year.

(c) Notwithstanding **Section 1.1(b)**, but subject to **Section 1.2**, to the extent necessary, individual items of income, gain, loss or deduction of the Company arising in the year in which an actual liquidation occurs or arising from the sale of substantially all of the Company's assets will be allocated such that, to the extent possible, the balance in each Member's (or Economic Interest Owner's standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest) Capital Account following all of the allocations pursuant to **Section 1.2** is equal to the amount that each such Member (or Economic Interest Owner) is entitled to receive under **Section 2.1(b)**.

1.2 Special Allocations.

Subject to the limitation that no special allocation shall be made which would result in holders of Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class receiving fewer than 35% of the Net Distributable Proceeds authorized for all holders of Membership Units (and Economic Interests), the following special allocations will be made between or among Members (and to Economic Interest Owners standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) in the following order (if a special allocation might otherwise cause holders of Class A Preferred Units to receive fewer than 35% of the Net Distributable Proceeds, then the Board shall ensure that that the following allocation is adjusted ratably among holders of Class B Units and Class C Units in proportion to their respective Economic Interests such that Class A Preferred units receive at least 35% of the Net Distributable Proceeds):

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this **Exhibit D**, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member (and each Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) will be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704 2(g). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member (and to Economic Interest Owners standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) pursuant thereto. The items to be so allocated will be determined in accordance with Sections 1.704 2(f)(6) and 1.704 2(j)(2) of the Regulations. This **Section 1.2(a)** is intended to comply with the minimum gain chargeback requirement in Section 1.704 2(f) of the Regulations and will be interpreted consistently therewith. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704 2(i)(4) of the Regulations, notwithstanding any other provision of this **Section 1**, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member (or Economic Interest Owner) who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704 2(i)(5) of the Regulations, will be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's (or Economic Interest Owner's) share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704 2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the

respective amounts required to be allocated to each Member (and Economic Interest Owner) pursuant thereto. The items to be so allocated will be determined in accordance with Sections 1.704 2(i)(4) and 1.704 2(j)(2) of the Regulations. This **Section 1.2(b)** is intended to comply with the minimum gain chargeback requirement in Section 1.704 2(i)(4) of the Regulations and will be interpreted consistently therewith. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(c) Qualified Income Offset. If any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) unexpectedly receives any adjustments, allocations or distributions described in Sections 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) of the Regulations, items of Company income and gain will be specially allocated to such Member (or Economic Interest Owner) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member (or Economic Interest Owner) as quickly as possible, provided that an allocation pursuant to this **Section 1.2(c)** will be made only if and to the extent that the Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) would have an Adjusted Capital Account Deficit after all other allocations provided for in this **Section 1** have been tentatively made as if this Section 1.2(c) were not in the Agreement. This **Section 1.2(c)** is intended to constitute a "qualified income offset" under Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently therewith. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(d) Gross Income Allocation. If any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) has an Adjusted Capital Account Deficit at the end of any Allocation Year which is in excess of the sum of the amount such Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704 2(g)(1) and 1.704 2(i)(5), each such Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this **Section 1.2(d)** will be made only if and to the extent that such Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to

the extent of the Economic Interest transferred) would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this **Section 1** have been made as if **Section 1.2(c)** and this **Section 1.2(d)** were not in the Agreement. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year will be specially allocated to Members (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) in accordance with Regulations Section 1.752-3. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year will be specially allocated to the Member(s) (or Economic Interest Owner(s) standing in the shoes of the original transferring Member(s), or its successor-in-membership-interest to the extent of the Economic Interest transferred) who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(g) Code Section 754 Adjustments. To the extent an adjustment to the tax basis of any Property pursuant to Code Section 734(b) or Code Section 743(b) is required to be taken into account, pursuant to Regulations Section 1.704 1(b)(2)(iv)(m) in determining Capital Accounts as the result of a distribution to a Member (or Economic Interest Owner) in complete liquidation of such Member's Membership Units (or such Economic Interest Owner's Economic Interests), the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the tax basis of the Property) or loss (if the adjustment decreases such tax basis) and such gain or loss will be specially allocated to Members (and Economic Interest Owners) in accordance with the manner in which their Capital Accounts are required to be adjusted pursuant to Regulations Section 1.704-1(b)(2)(iv)(m). However, in the event the Company is domesticated to

the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(h) Liquidation of In-Kind Distribution. Any expenses incurred by the Company in connection with the sale or disposition of any Property that would otherwise have been distributed in-kind in accordance herewith, will be specially allocated to the Members (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) electing to receive such distribution in cash pursuant to this Agreement, in accordance with their Allocable Portions.

1.3 Curative Allocations.

The allocations set forth in **Sections 1.2(a) through (g),** and **1.4** (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members and (Economic Interest Owners standing in the shoes of the original transferring Members, or their successors-in-membership-interest, if any, to the extent of the Economic Interest transferred) that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this **Section 1.3**. Therefore, notwithstanding any other provision of this **Exhibit D** (other than the Regulatory Allocations), the Board will make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's (or Economic Interest Owner's standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to **Sections 1.1 and 1.2(h)**, provided that no offsetting special allocation shall be made which would result in holders of Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class receiving fewer than 35% of the Net Distributable Proceeds authorized for all holders of Membership Units and Economic Interests (if an offsetting special allocation might otherwise cause holders of Class A Preferred Units to receive fewer than 35% of the Net Distributable Proceeds, then the Board shall ensure that that the offsetting special allocation is adjusted ratably among holders of Class B Units and Class C Units in proportion to their respective Economic Interests such that Class A Preferred units receive at least 35% of the Net Distributable Proceeds).

1.4 Loss Limitation.

Losses allocated pursuant to **Section 1.1** will not exceed the maximum amount of Losses that can be allocated without causing any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the

extent of the Economic Interest transferred) to have an Adjusted Capital Account Deficit at the end of any Allocation Year. If some but not all of the Members (and Economic Interest Owners standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to **Section 1.1**, the limitation set forth in this **Section 1.4** will be applied on an Equity Owner by Equity Owner basis and Losses not allocable to any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) as a result of such limitation will be allocated (a) first, to the other Members (and Economic Interest Owners standing in the shoes of the original transferring Members, or their successors-in-membership-interest, if any, to the extent of the Economic Interest transferred) in accordance with the positive balances in such Members' (or Economic Interest Owners') Capital Accounts so as to allocate the maximum permissible Losses to each Member (and each Economic Interest Owner) under Section 1.704 1(b)(2)(ii)(d) of the Regulations (until the Capital Account balances of all Members will be reduced to zero), and (b) thereafter, in the same manner as Nonrecourse Deductions. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles. Nothing contained in this Agreement will be construed to make any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) liable for any losses of the Company.

1.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items will be determined on a daily, monthly or other basis, as determined by the Board using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Members (and Economic Interest Owners standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) are aware of the income tax consequences of the allocations made by this **Section 1** and hereby agree to be bound by the provisions of this **Section 1** in reporting their shares of Company income and loss for income tax purposes.

(c) Each Member's (or Economic Interest Owner's) share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752 3(a)(3) shall be in proportion to its Allocable Portion.

(d) To the extent permitted by Section 1.704 2(h)(3) of the Regulations, the Board will endeavor to treat distributions to Members (or Economic Interest Owners standing in the shoes of the original transferring Members, or their successors-in-membership-interest, if any, to the extent

of the Economic Interest transferred) of Net Distributable Proceeds as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred). However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

1.6 Tax Allocations: Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any Property contributed to the capital of the Company will, solely for tax purposes, be allocated between or among Members (and Economic Interest Owners standing in the shoes of the original transferring Members, or their successors-in-membership-interest, if any, to the extent of the Economic Interest transferred) 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 (computed in accordance with the definition of Gross Asset Value), as determined by the Board using any permissible method under Code Section 704(c) and the Regulations thereunder. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(b) If the Gross Asset Value of any Property is adjusted pursuant to clause (i) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such Property will take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. However, in the event the Company is domesticated to the jurisdiction of the Próspera ZEDE, Republic of Honduras, then all references to U.S. Tax Code sections or regulations shall be construed as references to the corresponding sections or regulations promulgated under the Próspera Tax Statute 2019, §§2-1-38-1-0-0-1 through 2-1-38-12-12-0-136, as amended from time to time, to the extent that the relevant tax jurisdiction is the Próspera ZEDE; and if no such regulations exist under the Próspera Tax Statute, then such provisions shall not be applicable to the Company except as required under generally accepted accounting principles.

(c) Any elections or other decisions relating to such allocations will be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

Allocations pursuant to this **Section 1.6** are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's (or Economic Interest Owner's standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

1.7 Determination of Fair Market Value.

If the fair market value of any Property is to be determined for the purpose of making distributions or allocations pursuant to this Agreement or for any other Company purpose, such determination will be made by the Board in good faith; provided, that the Board will consider in good faith relevant data that may affect such fair market value.

2. DISTRIBUTIONS

2.1 Distributions.

(a) Provided that holders of Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class shall not receive fewer than 35% of the Net Distributable Proceeds authorized for all holders of Membership Units and Economic Interests, the Board may, at such times as it determines in its discretion, cause the Company to distribute all or any portion of the Net Distributable Proceeds to all Members (and Economic Interest Owners standing in the shoes of the original transferring Members, or their successors-in-membership-interest, if any, to the extent of the Economic Interest transferred), pro rata based on the number of Membership Units (or Economic Interests attributable to Membership Units) held by each such Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred), respectively, immediately prior to the date of distribution of Net Distributable Proceeds. Further, if a distribution of Net Distributable Proceeds might otherwise cause holders of Class A Preferred Units to receive fewer than 35% of the Net Distributable Proceeds, then the Board shall ensure that distribution of Net Distributable Proceeds is reduced ratably among holders of Class B Units and Class C Units in proportion to their respective Economic Interests such that Class A Preferred units receive at least 35% of the Net Distributable Proceeds.

(b) As soon as practicable after a Capital Transaction giving rise to the receipt of Net Capital Proceeds by the Company, Net Capital Proceeds will be distributed to the Members (and Economic Interest Owners) as follows:

(i) first, to the Preferred Member(s) (and Economic Interest Owners standing in the shoes of the original transferring Preferred Member(s) or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred), in proportion to their relative Unreturned Contributions (or in the case of Economic Interest Owners, in proportion to the relative Unreturned Contributions of the original transferring Preferred Member to the extent of the Economic Interest transferred), until all Unreturned Contributions of the Preferred Member(s) have been returned to the corresponding Preferred Member(s) (or Economic Interest Owners standing in the shoes of the original transferring Preferred Member(s), or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred);

(ii) second, to the holders of Class C Units (or Economic Interests to the extent of the Economic Interest transferred), *pro rata* based on the number of Class C Units (or Economic Interests attributable to Class C Units) held by each such holder, respectively, until (A) the cumulative distributions to the holders of Class C Units (or Economic Interests attributable to Class C Units) pursuant to **Section 2.1(b)(i)** and **2.1(b)(ii)** *divided* by the cumulative distributions to all Members (and Economic Interest Owners standing in the shoes of the original transferring Member(s), or their successors-in-membership-interest, if any) pursuant to **Section 2.1(b)(i)**, **2.1(b)(ii)** and **2.1(b)(iii)**, equals (b) the number of Class C Units *divided* by all Membership Units; and

(iv) finally, to all Members (and Economic Interest Owners), *pro rata* based on the number of Membership Units held (or the number of Membership Units from which the held Economic Interests derive) by each such holder, respectively, immediately prior to the Capital Transaction.

(c) Notwithstanding the general rules for distributions set forth in **Section 2.1(a)** above, to the extent that a Member (or Economic Interest Owner standing in the shoes of the original transferring Member(s), or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred) is allocated taxable income for any Fiscal Year, the Company shall distribute to such Member (and Economic Interest Owner), by the date seventy-five (75) days after the end of the Fiscal Year, funds in an amount equal to the combined federal and state income taxes that the Board reasonably estimates to be due by such Member (or Economic Interest Owner to the extent of the Economic Interest transferred) on such allocated taxable income. For purposes of this **Section 2.1(c),** any distribution made within the first seventy-five (75) days of a Fiscal Year shall be deemed to have been made for the prior Fiscal Year unless otherwise designated by the Board. To the extent that any distribution made pursuant to this **Section 2.1(c)** to any Member (or Economic Interest Owner) is not in proportion to the amount that would otherwise be distributed to him under the distribution priorities otherwise specified in this **Section 2.1**, the excess distribution paid hereunder shall be deemed a loan to such Member (or Economic Interest Owner) and shall be recouped from the next funds that would otherwise be distributed to such Member (or Economic Interest Owner).

(d) No distributions shall be made to Members, Economic Interest Owners, or their assignees except as specifically provided for in this Agreement.

(e) Any amount paid by the Company to a Member (or Economic Interest Owner) under any employment agreement between the Company and such Member (or Economic Interest Owner) will be deemed to be "a guaranteed payment" under Section 707(c) of the Code.

2.2 Liability of the Board.

Upon the Board's reasonable determination in good faith to make any distribution under this Section 2 in the manner herein provided, the Directors will incur no liability on account of such distribution, even though such distribution may result in the Company's retaining insufficient funds for the operation of the Company, which insufficiency results in loss to the Company or the borrowing of funds by the Company.

2.3 Amounts Withheld.

The Company is authorized to pay, on behalf of any Member (or Economic Interest Owner standing in the shoes of the original transferring Member, or its successor-in-membership-interest, if any, to the extent of the Economic Interest transferred), any amounts to any federal, state or local taxing authority as may be necessary for the Company to comply with the tax withholding provisions of the Code or the tax or revenue laws of any taxing authority. For purposes of this Agreement, to the extent the Company pays any such amounts on behalf of any Member (or Economic Interest Owner), such payments will be deemed to be a distribution to such Member (or Economic Interest Owner) and will reduce the amount otherwise distributable to such Member (or Economic Interest Owner) under this Agreement.

2.4 Limitations on Distributions.

(a) The Company will make no distributions to, between or among Members or Economic Interest Owners except as provided in this Agreement. Upon the commencement of the winding up of the Company in accordance with **Section 12** of the Agreement, distributions thereafter will solely be made in accordance with **Section 12** of the Agreement.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make a distribution to any Member or Economic Interest Owner on account of his, her or its interest in the Company if such distribution would violate the Act or other applicable law. Further, the Company and Board shall ensure that in any distribution, the holders of Class A Preferred Units (and holders of Economic Interests attributable to Class A Preferred Units) as a class shall not receive less than 35% of the Net Distributable Proceeds authorized for all holders of Membership Units (and Economic Interests) and, in the case of a Capital Transaction, not less than 35% of all proceeds authorized for all holders of Membership Units (and Economic Interests); and to ensure this "Profit Floor" is protected and enforced, the Company and Board are herewith authorized and directed to ratably reduce the amount of distributions otherwise due to holders of all other Membership Units (and holders of Economic Interests attributable to such Membership Units)as needed. If the Board determines in its sole discretion that a ratable reduction of distributions to holders of other Membership Units (and holders of Economic Interests attributable to such Membership Units) is necessary to enforce the Profit Floor, all such holders shall accept such ratably reduced distribution and their claims to any such distribution in the corresponding time frame shall be deemed fully satisfied by such reduced distribution for all purposes, with Capital Accounts adjusted accordingly.

(c) Notwithstanding any provision to the contrary contained in this Agreement, the following shall apply to Profits Interest Holders:

(i) No distribution (other than distributions pursuant to Section 2.1(c)) shall be made to a Member or Profits Interest Holder on account of its unvested Class B Units. Any amount that would otherwise be distributed to such a holder of unvested Class B Units but for the application of the preceding sentence shall instead be retained in a segregated Company account to be distributed in accordance with Section 2.1(b) or 2.1(c) (as applicable) by the Company and paid to such holder of unvested Class B Units if and when the Class B Unit to which such retained amount relates vests. In the event that any unvested Class B Units fail to vest and are forfeited by

the holder of such Class B Unit, any amounts retained by the Company pursuant this Section 2.4(c)(i) with respect to such Class B Units shall be distributed within five (5) Business Days to the holders of Units that would have received such amounts had such Class B Units not been issued and outstanding at the time any applicable distribution was made, which resulted in the retention of such amounts by the Company.

(ii) It is the intention of the parties to this Agreement that distributions to any holder of Class B Units be limited to the extent necessary so that such units constitute "profits interests" as that term is used in Revenue Procedures 93-27 and 2001-43. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Board shall, if necessary, limit any distributions to any holder of a Class B Unit with respect to such unit so that such distributions do not exceed the available profits in respect of such Class B Unit. Available profits in respect of any Class B Unit shall include the portion of the aggregate amount of profit and unrealized appreciation in all of the assets of the Company between the date of issuance to such Profits Interest Holder and the date of such distribution that is attributable to such unit, it being understood that such unrealized appreciation shall be determined on the basis of the value of the Company set forth in or ascertainable from the provisions of the applicable agreement granting such Class B Unit to such Profits Interest Holder. In the event any distribution to a Profits Interest Holder with respect to such Class B Unit is reduced pursuant to the preceding sentence, an amount equal to such reduction shall be instead apportioned ratably in accordance with Section 2.1(b) to all other holders of Membership Units that were outstanding immediately prior to the issuance of such Class B Unit.

Exhibit E

Manager, Board & Officers

Initial Manager: Honduras Próspera LLC by its CEO Erick A. Brimen and COO Nicholas Jenkins

Board of Directors:

Class A Preferred Unit Directors TBD
Class B Unit Directors TBD
Class C Unit Directors TBD

Initial Officers:

Chief Executive Officer/Arbitration Administrator: Humberto Macias (provisional – initial term begins January 1, 2020 ends February 14, 2020)

Chief Legal Officer: Nicholas C. Dranias (provisional – initial term begins January 1, 2020 and ends October 1, 2020)

Chief Financial Officer: Vagner Perez (initial term begins January 1, 2020)

Exhibit F

Seats and Roster of Senior Judges and Junior Judges

JUDGE NAME	JUDGE EMAIL ADDRESS	TYPE OF JUDGE SEAT
1. Hon. John Gemmill	john.gemmill@cox.net	Senior*
2. Hon. John Pelander	johnpelander@yahoo.com	Senior*
3. Hon. James Kenneth Mangum	kennethmangum@yahoo.com	Senior*
4. Ms. Susanna Dokupil	sdokupil@paladinstrategies.co	Junior*
5. Dr. Pablo Fernando Palma Calderón	pablo@palma-palma.de	Junior*
6. Mr. Ilya Shapiro	ilya.shapiro@gmail.com	Junior*
7. Mr. Martin Maximillian Klapper	martin@klapper.com.au	Junior*
8. Mr. Mark Higgins	higgins@blackchambers.com.au	Junior*

***Subject to opt-in under Founding Judge Consulting Services Agreement and appointment by Standing Competence and Ethics Committee**

Prospera Arbitration Center LLC Agreement Final

Final Audit Report 2019-12-21

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By:	Nicholas Dranias (ndranias@ndlawpolicy.com)
Status:	Signed
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§5-1-77-0-0-0-1 Default Arbitration Service Provider Resolution

Final Audit Report 2019-12-31

Created:	2019-12-26
By:	Nicholas Dranias (ndranias@ndlawpolicy.com)
Status:	Signed
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