

Wildcat Trading LLC - Establishment of LLC Partnership - Operating Agreement - Page 1

Date: 9/12/14

1. Wildcat Trading LLC is a for profit Limited Liability Corporation set up in the Commonwealth of Kentucky. KY Articles Of Incorporation form filed separately with Kentucky Secretary Of State. The LLC is for investment purposes. Federal Tax ID # for the LLC is _____.

2. The Trading Partner, Managing Partner, Authorized Agent, Managing Member and Contact Agent for Wildcat Trading LLC is:

Mobius Waller
640 Stratford Drive
Lexington KY 40503

3. The General Partners/Members/Owners (terms are used interchangeably in this document) of Wildcat Trading LLC, and their ownership based on initial investment are:

Mobius Waller
\$25000 initial investment
33.3% ownership
640 Stratford Drive
Lexington KY 40503

Patricia Fogarty
\$25000 initial investment
33.3% ownership
1445 N State Pkwy
Apt# 1004
Chicago IL 60610

Graham Waller
\$12500 initial investment
16.7% ownership
4572 Longbridge LN.
Lexington KY 40515

Eric Lansdale
\$12500 initial investment
16.7% ownership
348 Southland Dr
Lexington KY 40503

Totals:
\$75000 initial investment
100% ownership

4. The Trading Partner has ultimate control of investment decisions on behalf of the LLC. Consultations on investment strategy may or may not be made with the other Partners.
5. Cash disbursements from the LLC require the approval of all LLC members and will be done on an equal proportionate basis, based both on ownership % and the terms of individual investment agreements between the Managing Partner and the Partner.
6. No outside liability shall be accrued to any LLC Member. The liability and risk of investments by Wildcat Trading LLC are limited entirely in scope to accounts opened up in the LLC name and under its Tax ID number, not to individual members.
7. The Managing Partner will prepare an annual report of specific transactions including gains and losses based on reports received from Investment Accounts. It is up to each Partner to have their own qualified Accountant review the report specifically for tax purposes. Tax liability for capital gains/losses will flow through from the LLC to the individual partners on a proportionate basis based on Ownership Percentage and terms of Individual Agreements.
8. The Managing Partner will provide a summary of profits/losses on Wildcat Trading LLC investment accounts on a best efforts basis, normally will Monthly or Quarterly.
9. Transference, Cancellation, and/or Withdrawal of ownership in the LLC is possible, but only in conjunction with the approval of the Managing Partner and 1 other LLC Partner.
10. Margin, Options, Spreads, and other investment vehicles not listed are authorized to be used by the LLC for investment purposes with full knowledge of the risk therein.
11. The Managing Partner can dissolve or sell the LLC for any reason. If the LLC is dissolved, the assets therein will go to the Partners, within the confines of the ownership % and the individual agreements between the Managing Partner and the individual Partner. If the LLC is sold or receives a fee upon breakup or dissolution, any amount received from that will be divided up by the ownership %.
12. The ownership stakes listed above apply only to the initial investment pool and to the overall LLC as a partnership, not to individual transactions undertaken by the LLC in its investment accounts. Individual transactions and other profit allocations are bound by individual agreements between the Managing Partner and the Partners.
13. If all Partners are unanimous, Ownership stakes and percentages can be changed and proportionately altered by withdrawals of original capital contribution or deposits of new money or changes to Investment Agreements. New Partners can be brought in by unanimous approval of all Partners, with ownership percentages adjusted accordingly.
14. The Fiscal Year for Wildcat Trading LLC ends on August 30, based on a start date of September ____, 2014.

15. Any Partnership disagreements or issues not covered by this Agreement that cannot be worked out among the Partners will go to an independent arbiter.

Signed by each Partner:

Mobius Waller, Date

Mobius Waller 9/12/14

Witness

[Signature] 9-12-14

Graham Waller, Date

Graham Waller 9/12/14

Witness

[Signature] 9-12-14

Eric Lansdale, Date

Eric Lansdale 9/12/14

Witness

[Signature] 9-12-14

Patricia Fogarty, Date

Patricia Fogarty 9-15-14

Witness

[Signature] 9/5/14