



**AMENDMENT AND RESTATEMENT OF
OPERATING AGREEMENT OF
CHILDREN'S ENRICHMENT PROJECT LLC**

This AMENDMENT AND RESTATEMENT, effective as of the 21st day of April, 2022, of the Operating Agreement of Children's Enrichment Project LLC that was effective November 4, 2019, is made by the undersigned pursuant to the authority given to the Members under Section 6.3 of said Agreement, on the following terms and conditions.

**ARTICLE ONE.
ORGANIZATION**

1.1. Formation. Effective upon the filing of the Certificate of Formation, the parties hereby form a Delaware limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2. Company Name. The name of the Company shall be chosen by the Managers and may change at their discretion from time to time, and all business of the Company shall be conducted in such name. The Company shall hold all of its Property in the name of the Company and not in the name of any Member. The name of the Company on the effective date of this Agreement is Children's Enrichment Project LLC.

1.3. Purpose. The Company is formed for the purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any activities necessary, convenient or incidental thereto.

1.4. Registered Agent; Registered Office. The address of the registered office of the Company in Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808. The Company's registered agent for service of process at that address is Corporation Service Company.

1.5. Principal Office. The Company's principal office shall be at such location as may be designated by the Managers from time to time.

1.6. Term. The term of the Company shall commence upon the effective date of formation of the Company as provided in the Act and shall continue until liquidated pursuant to the terms of ARTICLE TEN.

1.7. Independent Activities. Each Member and Manager may, notwithstanding this Agreement, engage in whatever activities they choose, whether the same or competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company

or any Member. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager from engaging in such activities, or require any Member or Manager to permit the Company or any Member to participate in any such activities. As a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes and renounces any such right or claim of participation.

1.8. Capitalized Terms. Unless otherwise defined herein, capitalized words and phrases used in this Agreement have the meaning set forth in Appendix A attached to this Agreement.

ARTICLE TWO.

CAPITAL

2.1. Ownership. The names and Percentage Interests of each of the Members are as set forth on the Ownership Schedule attached to this Agreement. Upon any change thereto, the Managers shall cause an amended, dated Ownership Schedule to be incorporated into this Agreement.

2.2. Capital Contributions. Unless otherwise provided in this Agreement, any other agreements among the Members or applicable state law, a Member shall be liable only to make his Capital Contributions and shall not be required to lend any funds to the Company or, after his Capital Contributions have been paid, to make any additional contributions to the Company.

2.3. Return of Capital Contributions. No Member shall demand or receive a return of all or a portion of his Capital Contributions from the Company. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive Property other than cash except as may be specifically provided herein.

2.4. Member Compensation. No Member shall receive any interest, salary or drawing with respect to his Capital Contributions, or if the Company is treated as a Partnership, his Capital Account, or for services rendered on behalf of the Company or otherwise in his capacity as a Member, unless otherwise provided in this Agreement.

2.5. Member Liability. Unless otherwise provided in this Agreement, no Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company.

2.6. Partition. Each Member waives its rights to have any Property partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Property partitioned. Each Member, on behalf of itself, its successors and its assigns, hereby waives any such right.

2.7. Transactions Between a Member and the Company. Except as otherwise provided by applicable law, any Member may, but shall not be obligated to, lend money to or borrow money from the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a Person who is not a Member. A

Member may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

2.8. Transactions Between a Manager and the Company. Except as otherwise provided by the applicable law, any Manager may, but shall not be obligated to, lend money to or borrow money from the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a Person who is not a Manager.

ARTICLE THREE. PROFITS AND LOSSES

The provisions of this Article shall apply if the Company is treated as a Partnership.

3.1. Profits and Losses. After giving effect to the special, regulatory and tax allocations set forth in Appendix B attached to this Agreement, Profits and Losses of any Fiscal Year shall be allocated among the Members in proportion to their Percentage Interests.

3.2. 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 shall be determined on a daily, monthly or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.

(c) The Members are aware of the income tax consequences of the allocations made by this Section and hereby agree to be bound by the provisions of this Article and Appendix B in reporting their shares of Company income and loss for income tax purposes.

ARTICLE FOUR. DISTRIBUTIONS

4.1. Distributions. Distributions shall be made to the Members at such times and in such amounts as the Managers shall reasonably determine, guided by the reasonable business needs of the Company determined by reference to, among other things, the present and anticipated investment opportunities, business goals, expenses, liabilities and contingencies of the Company; except as otherwise provided in ARTICLE TEN. If the Managers determine to make a distribution (or are required to make a

distribution pursuant to ARTICLE TEN), any such amount shall be distributed in the following order of priority:

- (a) if the Company is treated as a Partnership,
 - (1) first, to the Members with positive Capital Accounts in proportion to, and to the extent of, their respective Capital Accounts; and
 - (2) second, to all Members, in proportion to their Percentage Interests; or
- (b) if the Company is not treated as a Partnership, to all Members, in proportion to their Percentage Interests.

ARTICLE FIVE. MANAGEMENT

5.1. Managers; Number; Identity; Replacement.

- (a) The Company shall have one (1) Manager who shall be Andrew Myers.
- (b) The Company shall have no less than one (1) but no more than five (5) Managers at any time. This number of Managers may be altered by the Members from time to time pursuant to Section 6.3.
- (c) A Manager shall remain in office until such Manager (i) is removed by the Members in accordance with the provisions of Section 6.3, (ii) dies or (iii) resigns upon thirty (30) days written notice to all of the Members, or such shorter notice period as agreed to by the resigning Manager and a majority of the Members. Pursuant to Section 6.3, the Members may remove any one or more Managers for any reason whatsoever in the Members' sole and absolute discretion, and the Members may appoint one or more successor and/or additional Managers (consistent with Section 5.1(b)). If any Manager dies, resigns, is removed from office or is unable to serve for any other reason, the Members may designate a successor to such Manager; provided however, that if at any time there is no then serving Manager, the Members shall promptly designate a successor Manager. The Members shall make any such removal or appointment by delivering to the Manager(s) a written statement designating any Manager(s) to be removed and/or replaced and appointing the successor and/or additional Manager(s), if any. Each appointment of a successor Manager shall be effective upon the new Manager's written acceptance of the position.

5.2. Authority of the Managers.

- (a) All powers to control and manage the business and affairs of the Company shall be exclusively vested in the Managers, and the Managers may exercise all powers of the Company and do all such lawful acts as are not by statute, the Certificate of Formation or this Agreement directed or required to be exercised or done by the Members. In exercising their powers, the Managers shall have the right and