



OPERATING AGREEMENT

OF

C'ANIMA, LLC

A FLORIDA LIMITED LIABILITY COMPANY

This Limited Liability Company Operating Agreement (this "**Agreement**") of C'ANIMA, LLC, a Florida limited liability company (the "**Company**"), is made and entered into effective as of April 1, 2025 (the "**Effective Date**") by and among the parties listed on Exhibit A hereto and attached to this Agreement (referred to individually as a "**Member**" and collectively as "**Members**"). The Members desire to adopt and approve this Agreement as the operating agreement for the Company.

ARTICLE I
DEFINITIONS

All terms used in this Agreement shall have the meanings set forth below, or if not defined below, such terms shall have the meanings set forth elsewhere in this Agreement.

- "**Accredited Investor**" shall have the meaning set forth in Regulation D under the Securities Act of 1933, as amended.
- "**Act**" shall mean the Florida Revised Limited Liability Company Act, Chapter 605 of the 2013 Florida Statutes, Title XXXVI, Business Organization, as amended from time to time.
- "**Adjusted Capital Account Deficit**" means the deficit balance, if any, in a Member's Capital Account as of the end of the relevant Fiscal Year, giving effect to the following adjustments: (A) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5); and (B) debit to such Capital Account the items described in clauses (4), (5) and (6) of Regulations Section 1.704-1(b)(2)(ii)(d). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.
- "**Affiliate**" of a Member or Manager shall mean any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with a Member or Manager, as applicable.
- "**Agreement**" shall mean this Limited Liability Company Operating Agreement of C'ANIMA, LLC.
- "**Assignee**" shall mean the owner of an Economic Interest who has not been admitted as a Member in accordance with SECTION 6.1 of this Agreement.

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- **"Bad Acts"** shall have the meaning set forth in SECTION 4.3 of this Agreement.
 - **"Capital Contribution"** shall mean the sum of the total amount of cash and the fair market value of any property contributed to the Company by a Member.
 - **"Certificate"** shall have the meaning set forth in SECTION 2.1 of this Agreement.
 - **"Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.
 - **"Common Units"** shall have the meaning set forth in SECTION 3.1(A) of this Agreement.
 - **"Company"** shall mean C'ANIMA, LLC, a Florida limited liability company.
 - **"Company Minimum Gain"** shall have the meaning set forth in Regulations Section 1.704-2(g)(1), or any successor thereto.
 - **"Control"** shall mean with respect to a corporation or limited liability company the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.
 - **"Distributable Cash"** shall mean the amount of cash or other property which the Managers deem available for distribution to the Members, taking into account all debts, liabilities, and obligations of the Company then due, and working capital, amounts set aside for any investments the Managers plan to make consistent with the purpose of the Company and other amounts which the Managers deem necessary for the Company's business or to place into reserves for customary and usual claims with respect to such business.
 - **"Economic Interest"** shall mean the right to receive distributions of the Company's assets and allocations of income, gain, loss, deduction, credit and similar items from the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including, without limitation, the right to vote, and except as provided in the Act, any right to information concerning the Company's business and affairs.
 - **"Effective Date"** shall mean April 1, 2025.
 - **"Family Members"** shall have the meaning set forth in SECTION 6.1(B) of this Agreement.
 - **"Fiscal Year"** shall mean a calendar year ending on December 31 of each year, unless such Fiscal Year is changed by Manager Approval or another Fiscal Year is required by the Code.
 - **"Income"** and **"Losses"** shall mean the income and losses of the Company for Federal income tax purposes as determined by the Managers for each fiscal year, on the advice of the certified public accountant who prepares the Company's Federal income tax returns. **"Income"** shall include income exempt from Federal income taxation and **"Losses"** shall include expenditures described in Section 705(a)(2)(B) of the Code or treated as such under Regulations Section 1.704-1(b).
 - **"Instruments"** shall have the meaning set forth in SECTION 4.2(B) of this Agreement.
 - **"Manager"** and **"Managers"** shall mean the Person or group of Persons elected pursuant to SECTION 4.1. Any decision requiring the vote of the Managers shall require Manager Approval.



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- **"Manager Approval"** shall require the unanimous approval of the Managers, with each Manager having one (1) vote.
 - **"Member"** shall mean each Person who (a) is an initial signatory to this Agreement, has been admitted to the Company as a Member in accordance with the Certificate or this Agreement or is an Assignee who has become a Member in accordance with SECTION 3.3 or SECTION 6.1, and (b) has not ceased to be a Member.
 - **"Member Approval"** shall mean the affirmative vote of Members holding at least a majority of the Percentage Interests.
 - **"Member Nonrecourse Debt"** shall have the same meaning as "partner nonrecourse debt" as set forth in Regulations Sections 1.704-2(b)(4) and 1.752-2.
 - **"Member Nonrecourse Debt Minimum Gain"** shall have the same meaning as "partner's share of partner nonrecourse debt minimum gain" as determined under Regulations Section 1.704-2(i)(5).
 - **"Member Nonrecourse Deductions"** shall have the same meaning given the term "partner nonrecourse deductions" in Regulations Section 1.704-2(i).
 - **"Member Representative"** shall have the meaning set forth in SECTION 6.3(A)(viii) of this Agreement.
 - **"Membership Interest"** shall mean a Member's entire interest in the Company including the Member's Economic Interest, the right to vote as a Member, and the right to receive information concerning the business and affairs, of the Company.
 - **"Minimum Gain"** shall have the meaning set forth in Regulations Section 1.704-2(d), or any successor thereto.
 - **"Nonrecourse Debt"** shall have the same meaning as "partner nonrecourse debt" as set forth in Regulations Sections 1.704-2(b)(4) and 1.752-2.
 - **"Nonrecourse Debt Minimum Gain"** shall have the same meaning as "partner nonrecourse debt minimum gain" as set forth in Regulations Section 1.704-2(i)(3).
 - **"Nonrecourse Deductions"** shall have the same meaning given to the term "nonrecourse deductions" in Regulations Section 1.704-2(b)(1).
 - **"Percentage Interest"** means a percentage, which may vary from time to time, with respect to each Member equal to a fraction, the numerator of which is such Member's Units and the denominator of which is the total outstanding Units.
 - **"Permitted Transfer"** shall have the meaning set forth in SECTION 6.1(B) of this Agreement.
 - **"Person"** shall mean an individual, partnership, limited partnership, limited liability company, corporation, trust, estate, association or any other entity.
 - **"Regulations"** shall, unless the context clearly indicates otherwise, mean the regulations in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code, and any successor regulations.
 - **"Requisite Parties"** shall have the meaning set forth in SECTION 6.3(A) of this Agreement.
 - **"Sale of the Company"** shall mean either: (A) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the members of the

Company Units representing more than fifty percent (50%) of the outstanding voting power of the then outstanding Units of the Company, the closing of the sale, transfer, or other disposition of all or substantially all of the Company's assets and/or the assets of its subsidiaries, (B) the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the members of the Company immediately prior to such merger or consolidation continue to hold at least fifty percent (50%) of the voting power of the Units of the Company or the surviving or acquiring entity in substantially the same proportions as held by such members immediately prior to such merger or consolidation), (C) the closing of the transfer (whether by merger, consolidation, exchange or otherwise), in one transaction or a series of related transactions, to a Person or group of affiliated Persons (other than an underwriter of the Company's securities), of the Company's Units if, after such closing, such Person or group of affiliated Persons would hold fifty percent (50%) or more of the outstanding voting Units of the Company (or the surviving or acquiring entity), (D) the exclusive, irrevocable licensing of all or substantially all of the Company's and/or its subsidiaries' intellectual property, and (E) a liquidation, dissolution or winding up of the Company.

- **"Selling Holders"** shall have the meaning set forth in SECTION 6.3(A) of this Agreement.
- **"Transfer"** shall have the meaning set forth in SECTION 6.1(A) of this Agreement.
- **"Units"** shall have the meaning set forth in SECTION 3.1(A) of this Agreement.

ARTICLE II ORGANIZATIONAL MATTERS

SECTION 2.1 **Formation.** The Company was formed as a Florida limited liability company under the laws of the State of Florida by filing a Articles of Organization(the "Articles") with the Florida Secretary of State on April 1, 2025. The rights and liabilities of the Managers and Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Managers or any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

SECTION 2.2 **Name and Purpose.** The legal name of the Company shall be **"C'ANIMA, LLC."** The Company's business may be conducted under any name that the Managers deem appropriate or advisable, upon compliance with applicable law. The purpose of the Company shall be to accomplish any or all lawful business for which limited liability companies may be organized under the Act.

SECTION 2.3 **Term.** The Company's term commenced on the filing of the Certificate and shall continue until the dissolution and liquidation of the Company under ARTICLE VIII or by operation of law.

SECTION 2.4 **Principal Place of Business.** The principal place of business of the Company shall be 999 Brickell Ave., Suite 820, Miami, Florida 33131. The Company may locate its place(s) of business and registered office at any other place or places as the Members may from time to time deem necessary or advisable.



SECTION 2.5 Office and Agent. The name and address of the Company's registered agent for service of process in the State of Florida is Corpag RA LLC., of 800 Brickell Avenue, Suite 800, Miami FL 33131. The Company's agent for service of process in Florida may be changed at any time, subject to any limitations as provided in the Act. The registered office of the Company in Florida shall initially be the office named in the Certificate or such other office as the Managers may designate from time to time in the manner provided by law. The Company may also have such offices, anywhere within and without the State of Florida, as may be determine by Manager Approval, from time to time, or the business of the Company may require.

SECTION 2.6 Addresses of the Members and the Managers. The respective addresses of the Members and of the Managers are as set forth in Exhibit A which shall be updated from time to time. Any Member or Manager may change their address upon notice thereof to the Company.

ARTICLE III
MEMBERS; CAPITAL; CAPITAL ACCOUNTS

SECTION 3.1 Classes; Initial Capital Contributions.

(A) Classes; Authorized Units. The Company is authorized to issue one class of Units, designated the "Common Units" (the "**Common Units**" or the "**Units**"). Subject to Sections 3.2 and 3.3, the Managers shall have the authority to issue any additional Common Units, upon Manager Approval. The Members and the Members' respective Units shall be as set forth at Exhibit A. The Managers may, without further approval of the Members, amend Exhibit A as necessary from time to time by Manager Approval to reflect changes in the Members and their respective in accordance with this Agreement. Prior Member Approval is required for the Managers to authorize an additional class of Units or authorize additional Units for issuance.

(B) Initial Capital Contribution. Each of the Members is hereby deemed to have made initial contributions to the Company (the "**Capital Contribution**"), at the agreed net fair market value amounts and to have Percentage Interests as set forth in Exhibit A. The limited liability company interests issued to each Member pursuant to this Agreement have been duly authorized and are validly issued limited liability company interests.

SECTION 3.2 Additional Capital Contributions. Except as expressly set forth in this Agreement or otherwise agreed in writing with Manager Approval and the consent of the contributing Member, no Member shall be required to make any additional Capital Contributions to the Company.

SECTION 3.3 Issuance of Additional Units; Admission of New Members. Except as expressly set forth in this Agreement, the Managers may admit additional Members to the Company upon prior Manager Approval. Any additional Member shall obtain Units as determined by the Manager Approval, provided that the Percentage Interest of the Members are diluted on a pro rata basis. Any additional Member will participate in the Income and Losses, and distributions of the Company on the terms provided in this Agreement.

SECTION 3.4 No Interest; Return of Contributions. No Member shall be entitled to receive any interest in the Member's Capital Contributions. Except as otherwise provided in this Agreement, no Member or Economic Interest holder shall have the right to receive the return of any



Capital Contribution or withdraw from the Company, except upon the dissolution of the Company or as approved by Manager Approval.

SECTION 3.5 Capital Account. The Company shall establish and maintain for each Member a Capital Account, which shall be:

(A) increased by (1) the aggregate amount of cash contributions to the Company by such Member, (2) such Member's share of the Company's Income, (3) the fair market value of property contributed by the Member net of liabilities secured by such property that the Company is considered to assume or take subject to under Section 752 of the Code, and (4) the amount of any other upward adjustment to the Member's Capital Account in accordance with Regulations Section 1.704-1(b), or any successor thereto, as determined by the Managers in good faith; and

(B) decreased by (1) cash distributions to such Member from the Company (other than to any Member in repayment of any loan or advance), (2) such Member's share of the Company's Losses, (3) the fair market value of property distributed to the Member by the Company net of liabilities secured by such property that such Member is considered to assume or take subject to under Section 752 of the Code, and (4) the amount of any other downward adjustment to the Member's Capital Account in accordance with Regulations Section 1.704-1(b), or any successor thereto, as determined by the Managers in good faith.

If a Member transfers all or part of such Member's Membership Interest or Economic Interest, the Capital Account balance attributable to the transferred Membership Interest or Economic Interest shall carry over to the transferee's Capital Account. Notwithstanding any other provision in this Agreement, the Capital Accounts of the Members shall be maintained in accordance with Regulations Section 1.704-1(b), or any successor thereto.

SECTION 3.6 Members' Meetings; Voting; Liability. Annual meetings of the Members shall not be required. If meetings are held, they shall be called, written notice shall be given or waived, a quorum shall be constituted, action shall be valid or consented to, an agent or written proxy may be utilized, and participation may be through the use of conference telephones or otherwise, all in accordance with Florida law. Unless otherwise set forth in this Agreement, in all matters in which a vote, approval or consent of the Members is required, Member Approval shall be required to authorize or approve such act. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

SECTION 3.7 Transactions With the Company. Subject to any limitations set forth in this Agreement and with prior Member Approval, and Manager Approval, a Member may lend money to, and transact other business with, the Company. Subject to applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member.

SECTION 3.8 Certificates. The Units shall be represented by certificates containing the following notice: "This Certifies that _____ is the owner of _____ units in the above-named Limited Liability Company and is entitled to the full benefits and privileges of such units, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement."



ARTICLE IV
MANAGEMENT AND CONTROL OF THE COMPANY

SECTION 4.1 Election of the Managers.

(A) Number of Managers. The number of Managers of the Company (individually a "**Manager**" and collectively the "**Managers**") shall be fixed from time to time by Member Approval. The Company shall have #1 Manager who shall be Ricardo Agostinho Canteras.

(B) Resignation; Removal. Unless a Manager resigns or is removed, a Manager shall hold office until a successor is elected and qualified. Any Manager may resign at any time by giving written notice to the Members, without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party and such resignation shall take effect upon receipt of that notice or such later time as is specified in the notice. A Manager may only be removed by Member Approval.

(C) Appointment of Successors. Any vacancy in a Manager position created upon the death, resignation, or removal of a Manager shall be filled by Member Approval. The number of Managers may be increased or decreased at any time by Member Approval.

SECTION 4.2 Management of the Company by the Managers.

(A) The business and affairs of the Company shall be managed exclusively by the Managers and subject to the required Manager Approval as set forth in this Agreement; provided, however, that the Managers may delegate to the Company's officers, if any, the authority to carry out the Company's day-to-day functions, pursuant to the direction and policies unanimously established by the Managers. The Managers shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, which may be delegated to the Managers by the Members under the laws of the State of Florida.

(B) Except as specifically provided otherwise in this Agreement, the Managers shall have the right to act for and bind the Company in the ordinary course of its business upon and subject to Manager Approval. With prior Manager Approval, each Manager, acting alone, is authorized to endorse checks, drafts and other evidences of indebtedness ("**Instruments**") made payable to the order of the Company, but only for the purpose of depositing such Instruments in the Company's accounts.

(C) Without limiting the general intent that all key business decisions of the Company be agreed upon by the Managers, it is expressly agreed that the Managers shall not, on behalf of the Company, without prior Member Approval:

(i) Change the purpose of the Company to some purpose other than the purpose set forth at SECTION 2.2;

(ii) Take any action that would make it impossible to carry on the ordinary business of the Company; or

(iii) Loan any Company funds to a Manager, or any Member or officer.



SECTION 4.3 Liability of the Manager. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, reckless or intentional misconduct, gross negligence, or a knowing violation of law by the Manager (collectively "**Bad Acts**").

SECTION 4.4 Devotion of Time. A Manager, in the capacity as Manager, shall devote whatever time, effort, and skill as the Manager deems appropriate for the operation of the Company.

SECTION 4.5 Transactions between the Company and the Managers.

(A) The Managers may not, and may not cause their Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company unless (i) such transaction is not expressly prohibited by this Agreement, (ii) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and (iii) Member Approval to approve the transaction is previously obtained in writing.

(B) A transaction between a Manager and/or the Manager's Affiliates, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arm's length if prior Member Approval is obtained in writing.

SECTION 4.6 Payments to the Managers.

(A) The Managers may be entitled to remuneration for services rendered and goods provided to the Company, as determined by Manager Approval, Member Approval, from time to time. The salary of a Manager, if the Manager is also a Member, shall be treated as a guaranteed payment within the meaning of Section 707(c) of the Code.

(B) The Company shall pay or reimburse the Managers and the Managers' Affiliates for out-of-pocket travel and other costs reasonably incurred in the course of service to the Company and for the actual cost of materials and third-party services used for or by the Company. The Company shall also pay or reimburse the Managers or the Managers' Affiliates for organizational expenses (including, without limitation, legal and accounting fees, and costs) incurred to form the Company and prepare and file the Certificate and this Agreement.

SECTION 4.7 Officers. The Managers may appoint officers at any time upon Manager Approval. The officers shall serve at the pleasure of the Managers, subject to all rights, if any, of an officer under any contract of employment. The officers shall exercise such powers and perform such duties as shall be determined from time to time by Manager Approval. The salaries of all officers of the Company shall be fixed by Manager Approval.



ARTICLE V
**ALLOCATIONS OF INCOME AND LOSSES
AND DISTRIBUTIONS**

SECTION 5.1 Allocations of Income and Losses.

(A) Income and Losses. Except as set forth in SECTION 5.1(B) and SECTION 5.1(C), Income and Losses for any Fiscal Year shall be allocated among the Members such that, as of the end of such Fiscal Year, the Capital Account balance of each Member shall equal (i) the amount which would be distributed to them or for which they would be liable to the Company under the Act, determined as if the Company were to (A) liquidate the assets of the Company for an amount equal to their book value, (B) apply the proceeds of such liquidation to pay all liabilities of the Company, and (C) distribute the remaining proceeds pursuant to SECTION 5.3, minus (ii) the sum of (A) such Member's share of Company Minimum Gain and such Member's Member Nonrecourse Debt Minimum Gain and (B) the amount, if any, which such Member is obligated to contribute to the capital of the Company as of the last day of such Fiscal Year.

(B) Special Allocations. The following allocations shall be made for income tax purposes:

(i) If property is contributed to the Company, income, gain, loss, and deduction with respect to such property shall, solely for income tax purposes, be allocated to and among the Members so as to take account of any variation between the adjusted basis of such property for U.S. federal income tax purposes and the property's fair market value at the time of the property's contribution to the Company. The Company shall account for such variation under any method authorized by applicable Regulations and chosen by Manager Approval.

(ii) If there is an adjustment to the adjusted basis of any Company property under Sections 734(b) or 743(b) of the Code, subsequent allocations of income, gain, loss, and deduction with respect to such property shall, solely for income tax purposes, be allocated to and among the Members affected by such adjustment, so as to take account of such adjustment. The Company shall account for such variation under any method authorized by applicable Regulations and chosen by Manager Approval.

(C) Regulatory Allocations. Notwithstanding any other provision of this Agreement to the contrary, the following special allocations will be made:

(i) Minimum Gain. If in any Fiscal Year there is a net decrease in the amount of the Company's Minimum Gain, then each Member shall first be allocated items of gross Company income and gain for such Fiscal Year (and, if necessary, subsequent periods) in an amount equal to that Member's share of the net decrease in Company Minimum Gain.

(ii) Member Nonrecourse Debt Minimum Gain. If in any Fiscal Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, then any Member with a share of such Member Nonrecourse Debt Minimum Gain as of the beginning of the Fiscal Year shall first be allocated items of gross Company income and gain for such Fiscal Year (and, if necessary, subsequent periods) in an amount equal to such Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain, as such amount is determined in accordance with the requirements of the Regulations and subject to all exceptions provided therein.

(iii) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year will be allocated among the Members in a manner reasonably determined by the Managers, but in any event subject to the proportion of the Percentage Interests held by each Member. Notwithstanding anything to the contrary in this Agreement, any Member Nonrecourse Deductions for any Fiscal Year will be allocated to the Member who bears the risk of loss with respect to the Member Nonrecourse Debt to which the Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(iv) Allocations to Eliminate Adjusted Capital Account Deficits. A Member who unexpectedly receives any adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) will be specially allocated items of Company income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any Adjusted Capital Account Deficit of the Member as quickly as possible.

(v) Limitation on Loss Allocations. Notwithstanding the prior provisions, Loss allocations to a Member shall be made only to the extent that such Loss allocations will not create an Adjusted Capital Account Deficit. Any Loss not allocated to a Member because of the foregoing provision shall be allocated to the other Members (to the extent the other Members are not limited in respect of the allocation of Losses under this SECTION 5.1(C)(v)).

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset under Sections 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts under Regulations Section 1.704-1(b)(2)(iv)(m), the amount of the adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis), and the gain or loss will be specifically allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Regulations Section 1.704-1(b)(2)(iv)(m).

(vii) In the event of any revaluation of Company property under Regulations Section 1.704-1(b)(2)(iv)(f), the depreciation and amortization allocated for "book purposes" (within the meaning of Regulations Section 1.704-1(b)(2)(iv)(g)(1)) shall bear the same relationship to the book value of such property as the depreciation and amortization allocated for tax purposes bears to the adjusted tax basis of such property; provided, however, that if the adjusted tax basis is zero, the depreciation and amortization for book purposes shall be determined under any reasonable method selected by Manager Approval.

(viii) Any allocations of items of Income or Loss pursuant to this SECTION 5.1 shall be taken into account in computing subsequent allocations of Income or Losses pursuant to SECTION 5.1(A) and SECTION 5.1(B) so that the net amounts of the allocations under this SECTION 5.1(C)(viii) shall, to the maximum extent possible, be equal to the net amounts that would have been allocated pursuant to SECTION 5.1(A) and SECTION 5.1(B) if there had been no allocations pursuant to this SECTION 5.1(C).

SECTION 5.2 Allocation of Income and Losses and Distributions in Respect of a Transferred Interest. If any Economic Interest is transferred or is increased or decreased by reason of the admission of a new Member or otherwise, during any Fiscal Year, Income or Losses for such Fiscal Year shall be allocated among the involved Members by Manager Approval using any method permitted under the Code.



SECTION 5.3 Distributions of Distributable Cash by the Company.

(A) Salaries.

(i) Amounts Paid as Salaries. Salaries paid to employees who are also Members of the Company shall be treated as guaranteed payments within the meaning of Section 707(c) of the Code.

(ii) Unreimbursed Expenses. Unreimbursed business expenses shall be treated as business expenses to each Member incurring such expenses, even if the Member does not receive reimbursement or capital contribution credit from the Company for such business expenses in excess of any expense allowance limitations.

(B) Nonliquidating Equity Distributions. Subject to applicable law and any limitations contained elsewhere in this Agreement and subject to SECTION 5.3(D) below, upon Manager Approval, the Managers may elect from time to time to distribute Distributable Cash to the Members, which distributions shall be made to the Members based on their respective Percentage Interests:

(C) Record Owners. All such distributions shall be made only to the Persons who, according to the Company's books and records, are the holders of record of the Economic Interests in respect of which such distributions are made on the actual date of distribution. Subject to SECTION 5.5, neither the Company nor the Managers shall incur any liability for making distributions in accordance with this SECTION 5.3(C).

(D) Tax Distributions. Subject to applicable law and any limitations contained elsewhere in this Agreement and to the extent the Company has Distributable Cash, prior to making any distributions pursuant to SECTION 5.3(B) above, the Managers shall use reasonable efforts to make distributions to each Member after the end of each Fiscal Year in an amount equal to the aggregate amount of income tax such Member would owe on the income allocated to the Member from the Company for such Fiscal Year, as determined by the Managers in good faith. Any distributions made to a Member pursuant to this Section 5.3(D) shall count against and reduce the distributions to which such Member is entitled pursuant to SECTION 5.3(B) above.

SECTION 5.4 Form of Distribution.

(A) No Right to Demand In-Kind Distributions. A Member, regardless of the nature of the Member's Capital Contribution, has no right to demand and receive any distribution from the Company in any form other than money. Except as may be required upon dissolution of the Company, no Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members and no Member may be compelled to accept a distribution of any asset in kind.

(B) Distributions in Kind. Any non-cash asset distributed to one or more Members shall, subject to this SECTION 5.4(B), first be valued at its fair market value to determine the Income or Loss that would have resulted if such asset were sold for such value, such Income or Loss shall then be allocated pursuant to SECTION 5.1, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to).

The fair market value of such asset shall, subject to this SECTION 5.4(B), be determined by Manager Approval in the Managers' reasonable discretion, or if the Managers cannot agree, by an independent appraiser (any such appraiser must be recognized in the community as an expert in valuing the type of asset involved).

SECTION 5.5 Restriction on Distributions.

(A) Insolvency Limitation. No distribution shall be made if, after giving effect to the distribution, all liabilities of the Company, other than liabilities of the Company to Members on account of their Membership Interests and liabilities for which the recourse of creditors is limited to specific property of the Company, exceed the fair market value of the assets of the Company, except that the fair market value of the property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair market value of that property exceeds that liability.

(B) Determination. The Managers may base a determination that a distribution is not prohibited on any of the following basis: (i) financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances; (ii) a fair valuation; or (iii) any other method that is reasonable in the circumstances.

(C) Return of Distributions. Any Member or Assignee who receives a distribution in violation of SECTION 5.5(A) who knew at the time of the distribution that the distribution violated SECTION 5.5(A) shall be liable to the Company for the amount of the distribution.

SECTION 5.6 Withholding Obligations. If a distribution to any Member is subject to withholding pursuant to the Code, or any other provision of U.S. or non-U.S. federal, state or local law, the Company shall withhold all amounts otherwise distributable to such Member as are required by law and any amounts so withheld shall be deemed to have been distributed to such Member under this Agreement.

ARTICLE VI
TRANSFER AND ASSIGNMENT OF INTERESTS

SECTION 6.1 Restrictions on Transfer of Interests.

(A) No Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of the Member's Membership Interest (collectively, a "**Transfer**"): (i) without compliance with applicable securities laws, (ii) without compliance with the terms and conditions of any agreement or contract between the Member and the Company relating to such Membership Interest, (iii) without Manager Approval and Member Approval and (iv) if the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding twelve (12) consecutive months prior thereto, would cause the termination of the Company as a partnership under Section 708(b)(1)(B) of the Code.

(B) A Member may Transfer (a "**Permitted Transfer**"), by providing the Company with written prior notice and upon written acknowledgement of receipt by the Company, all or any of such Member's Units to such Member's Family Members (as hereinafter defined). For the purposes of this SECTION 6.1(B), the term "**Family Members**" shall include any child, grandchild, parent, spouse, former spouse, grandparent, sibling, (in each case, including adoptive or step relationships and similar relations with respect to a spouse), a trust for the benefit of the Member

and/or the foregoing persons, and any other entity in which the foregoing persons own a Controlling interest.

SECTION 6.2 Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Membership Interest or an Economic Interest shall be effective as of the day following the date upon which the applicable requirements of SECTION 6.1 have been met. The Managers shall provide the Members with written notice of such transfer as promptly as possible after the applicable requirements of SECTION 6.1 have been met. Any transferee of a Membership Interest shall take such Membership Interest subject to the restrictions on transfer imposed by this Agreement.

SECTION 6.3 Drag Along Right.

(A) In the event that (i) the Managers, and (ii) the holders of a majority of the then outstanding Common Units (the persons set forth in clause ii collectively, the "Selling Holders", and the persons set forth in clauses (i) and (ii) collectively, the "Requisite Parties") approve a Sale of the Company, then each Member hereby agrees with respect to all Units which it own(s) or over which it otherwise exercises voting or dispositive authority:

(i) in the event such transaction is to be brought to a vote at a Member meeting, after receiving proper notice of any meeting of Members of the Company, to vote on the approval of a Sale of the Company, to be present, in person or by proxy, as a holder of voting Units, at all such meetings and be counted for the purposes of determining the presence of a quorum at such meetings;

(ii) to vote (in person, by proxy or by action by written resolution or consent, as applicable) all Units in favor of such Sale of the Company and in opposition to any and all other proposals that could reasonably be expected to delay or impair the Sale of the Company;

(iii) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company;

(iv) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Requisite Parties;

(v) if the Sale of the Company is structured as sale of Units, to sell the same proportion of his, her or its Units as is being sold by the Selling Holders, and, on the same terms and conditions as the Selling Holders;

(vi) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units owned by such Member or affiliate in a voting trust or subject any such Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(vii) if the consideration to be paid in exchange for the Units includes any securities and due receipt thereof by any Member would require under applicable law (i) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (ii) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited

investors” as defined in Regulation D promulgated under the Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units; and

(viii) in the event that the Selling Holders, in connection with such Sale of the Company, appoint a member representative (the “**Member Representative**”) with respect to matters affecting the Member under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Member Representative, (ii) the establishment of any applicable escrow account, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Member’s pro rata portion (from the applicable escrow account 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 Sale of the Company and its related service as the Member Representative, and (y) not to 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.

SECTION 6.4 Substitution of Members. An Assignee of a Membership Interest shall have the right to become a Member only if (i) the requirements of SECTION 6.1 are met, (ii) the Assignee executes an instrument satisfactory to the Managers accepting and adopting the terms and provisions of this Agreement, and (iii) the Assignee pays any reasonable expenses in connection with the Assignee’s admission as a new Member. The admission of an Assignee as a substitute Member shall not result in the release of the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

ARTICLE VII

ACCOUNTING, RECORDS, REPORTING BY MEMBERS

SECTION 7.1 Books and Records; Fiscal Year. The Company’s books and records shall be kept, and the financial position and the results of its operations recorded, in accordance with the method of accounting followed by the Company for federal tax purposes. The annual accounting period of the Company shall be its Fiscal Year. The Company’s books and records shall reflect all the Company transactions and shall be appropriate and adequate for the Company’s business.

SECTION 7.2 Delivery to Members and Inspection. Each Member and each Manager shall have the right, upon reasonable written demand for any purpose reasonably related to the Member’s interest as a Member, or such Manager’s position as a Manager, as applicable, to inspect and copy during normal business hours the Company’s books and records. Each Member shall have the right, upon reasonable request for purposes reasonably related to the interest of the Member as a Member, to discuss with the Company’s management and its agents, the affairs of the Company, subject to such reasonable confidentiality restrictions as may be imposed by Manager Approval.

SECTION 7.3 Annual Statements and Reports.



(A) Upon prior Manager Approval, the Managers shall cause to be prepared at least annually, and at the Company's expense, unaudited financial statements, and information necessary for the preparation of the Members' and Assignees' U.S. federal and state income tax returns. The Managers shall send or cause to be sent to each Member or Assignee within ninety (90) calendar days after the end of each taxable year such annual unaudited financial statements and such information as is necessary to complete U.S. federal and state income tax or information returns, and a copy of the Company's U.S. federal, state, and local income tax or information returns for that year.

SECTION 7.4 Bank Accounts. The Managers shall maintain the Company's funds in one or more separate bank accounts in the Company's name and shall not permit the Company's funds to be commingled in any fashion with the funds of any other Person.

ARTICLE VIII DISSOLUTION AND WINDING UP

SECTION 8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

- (A) The entry of a decree of judicial dissolution;
- (B) Member and Manager Approval; or
- (C) The sale of all or substantially all of the assets of the Company with Member and Manager Approval.

SECTION 8.2 Winding Up. Upon the occurrence of any event specified in SECTION 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Managers, or, if there is no Manager, the Members holding a majority of the Percentage Interests, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and assets, shall either cause its assets to be sold or distributed, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in SECTION 8.4. The Persons winding up the Company's affairs shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the Company's records. The Managers or Members winding up the Company's affairs shall be entitled to reasonable compensation for such services as determined by Member Approval.

SECTION 8.3 Distributions in Kind. Any non-cash asset distributed to one or more Members shall first be valued at its fair market value to determine the Income or Loss that would have resulted if such asset were sold for such value, such Income or Loss shall then be allocated pursuant to ARTICLE V, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by Manager Approval or by the Members holding a majority of the Percentage Interests if there is no Manager, applying the principles of SECTION 5.4(B).



SECTION 8.4 Order of Payment Upon Dissolution.

(A) Upon the dissolution of the Company pursuant to SECTION 8.1, after determining that all known debts and liabilities of the Company, including, without limitation, debts and liabilities to Members who are creditors of the Company (including debts and liabilities for unpaid salary), have been paid or adequately provided for, the remaining assets shall be distributed to the Members, in accordance with SECTION 5.3(B), after taking into account all allocations and distributions for the Company's Fiscal Year during which such liquidation occurs through the date of such liquidation (other than adjustments due to distributions pursuant to this SECTION 8.4(A)).

(B) Such liquidating distributions shall be made by the end of the Company's taxable year in which the Company is liquidated, or, if later, within ninety (90) calendar days after the date of such liquidation.

SECTION 8.5 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the Company's assets for the return of the Member's positive Capital Account balance and shall have no recourse for the Member's Capital Contribution and/or share of Income (upon dissolution or otherwise) against the Managers or any other Member.

SECTION 8.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement and in the Act, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

SECTION 8.7 Certificate of Cancellation. Upon dissolution of the Company and the completion of the winding up of its business, a certificate of cancellation shall be filed with the Florida Secretary of State, pursuant to the Act. At such time, the Company shall file an application for withdrawal of the Company's certificate of authority in any jurisdiction where it is then qualified to do business.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

SECTION 9.1 Investment Representation. Each Member hereby represents and warrants to, and agrees with, the other Members and the Company as follows:

- (A) The Member is a resident at the address set forth in Exhibit A.
- (B) The Member is financially able to bear the economic risk of the Member's investment in the Company, including the total loss thereof.
- (C) The Member is an Accredited Investor. The Member acknowledges that the Company interest has not been registered under the Securities Act of 1933, as amended, or qualified under state securities laws, in reliance, in part, on the Member's representations, warranties, and agreements herein.
- (D) The Member is an experienced investor in unregistered and restricted securities of speculative and high-risk ventures.



(E) The Member acknowledges that there are substantial restrictions on the transferability of the Company interest pursuant to this Agreement.

(F) The Member has been advised to consult with such Member's own attorney regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent the Member considers necessary.

(G) The Member acknowledges that the tax consequences of investing in the Company will depend on the Member's particular circumstances, and neither the Company, the Members, nor the shareholders, managers, members, agents, officers, directors, employees, their Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to the Member of an investment in the Company. The Member will look solely to, and rely upon, his own advisers with respect to the tax consequences of this investment. The Member acknowledges that there can be no assurance that the Code or the Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Members of some or all of the tax benefits they might now receive, nor that some of the deductions claimed by the Company or the allocations of items of income, gain, loss, deduction, or credit among the Members may not be challenged by the Internal Revenue Service.

ARTICLE X MISCELLANEOUS

SECTION 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members and the Managers with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members and the Managers or any of them. No representation, statement, condition, or warranty not contained in this Agreement, or the Certificate will be binding on the Members or Managers or have any force or effect whatsoever. To the extent that any provision of the Certificate conflicts with any provision of this Agreement, the Certificate shall control.

SECTION 10.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and the Managers, and their respective successors and permitted assigns.

SECTION 10.3 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and the Managers and their respective successors and permitted assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

SECTION 10.4 Interpretation. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. If any claim

is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or the Member's counsel. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

SECTION 10.5 Governing Law. All questions with respect to the interpretation of this Agreement and the rights and liabilities of the Members shall be governed by the laws of the State of Florida as they are applied to contracts entered into between residents of Florida to be performed entirely within Florida.

SECTION 10.6 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid shall not be affected thereby. The Members further agree to replace such invalid provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid provision.

SECTION 10.7 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

SECTION 10.8 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include by electronic mail transmission provided a confirmation copy is concurrently sent by a nationally recognized express courier for overnight delivery) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member or Manager at the address specified for such Person in Exhibit A. Any party may, at any time by giving five (5) calendar days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

SECTION 10.9 Amendments. All amendments to this Agreement will be in writing and approved by Manager Approval; provided, however, that any amendment which either (1) adversely affects a Member's limited liability as a Member, (2) results in, or the potential of, non-pro-rata dilution adversely affecting a Member as described in SECTION 3.3 or (3) which results in a reduction in a Member's Capital Account other than as described in SECTION 3.2 or SECTION 3.5(B) shall require the approval of the majority of the adversely affected Members. In the absence of any opinion of counsel as to the effect thereof, no amendment to this Agreement or the Certificate shall be made which violates the Act.

SECTION 10.10 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.



SECTION 10.11 No Interest in Company Property; Waiver of Action for Partition. No Member or Assignee has any interest in specific property of the Company. Without limiting the foregoing, each Member and Assignee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

SECTION 10.12 Multiple 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 one and the same instrument.

SECTION 10.13 Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purposes of this SECTION 10.13: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

SECTION 10.14 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Person may be lawfully entitled.

SECTION 10.15 Indemnification of Agents. The Company shall defend and indemnify any Member or Manager and may indemnify any other Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Member, Manager, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, officer, employee or agent, he or she is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Managers shall be authorized, on behalf of the Company, to enter into indemnity agreements from time to time with any Person entitled to be indemnified by the Company hereunder, upon such terms and conditions as the Managers deem appropriate in their business judgment.

SIGNATURE PAGE FOLLOWS




IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

C'ANIMA, LLC

By: 
Ricardo Agostinho Canteras, Manager

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

MEMBER:

A handwritten signature in blue ink, consisting of a large, stylized 'R' with a horizontal line through it, followed by a vertical stroke and a small dot.

By: _____
Name: Ricardo Agostinho Canteras

Exhibit A
Members and Managers
as of April 1, 2025

<u>Name</u>	<u>Address</u>	<u>Units</u>	<u>Amount of Capital Con- tributed</u>
Ricardo Agostinho Caneras (Manager & Member)	R Rio de Janeiro 1234, AP 21, Osvaldo Cruz, São Caetano do Sul – SP, CEP 09540-400, Brazil	100	
TOTAL		100	

