

**AGREEMENT OF LIMITED PARTNERSHIP
OF
iINSUREBID.COM, LP**

February 15, 2018

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THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE GENERAL PARTNER OF AN OPINION OF COUNSEL SATISFACTORY TO THE GENERAL PARTNER OF THE PARTNERSHIP THAT SUCH REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER UNDER ANY APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

AGREEMENT OF LIMITED PARTNERSHIP
OF
iINSUREBID.COM, LP

This Agreement of Limited Partnership is made and entered into by and among iInsureBid.com, LLC, a Texas limited liability company, and the Persons now or hereafter from time to time signing a Limited Partner Signature Page attached as Attachment I to this Agreement or any counterpart hereof. This Agreement shall be effective on the Effective Date. The parties, desiring to form a limited partnership, do hereby certify and agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the sections referred to below.

Affiliate: An Affiliate of a Person is (1) any Person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Person; (2) any other Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by such Person; (3) any other Person directly or indirectly controlling, controlled by or under common control with such Person; (4) any officer, director, manager or partner of such Person; and (5) if such Person is an officer, director, manager or partner, any company for which such Person acts in any such capacity.

Agreement: This Agreement of Limited Partnership of IInsureBid.com, LP by and among IInsureBid.com, LLC and the Persons now or hereafter from time to time signing a Limited Partner Signature Page which has been accepted by the General Partner, as hereafter changed, modified or amended in accordance with the terms hereof.

Back-in Assignees: Back-in Assignees shall be the persons or entities in which IInsureBid.com, LLC, the General Partner, designates as the persons or entities to receive the Reversionary Interest Upon Payout which is defined herein in Section 3.6 of this Agreement.

Such election shall be made at the time of Project Payout, which is defined in Section 3.6 and such designation shall be the sole choice of IinsureBid.com, LLC. The Back-in Assignees shall receive the Reversionary Interest Upon Payout pursuant to Section 3.6 and shall take the interest as Limited Partners in the Limited Partnership.

Capital Commitment: Capital Commitment shall mean for each Partner, its commitment to make Capital Contributions to the Partnership in the amount set forth on Exhibit A hereto, as such Exhibit A shall be amended from time to time, payable in the ratio, at the times and on the conditions set forth in Article III hereof.

Capital Contributions: Capital Contributions shall mean for any Partner at the particular time in question the aggregate dollar amounts of any cash, or the fair market value of any property, contributed to the capital of the Partnership, or, if the context in which such term is used so indicates, the dollar amounts of cash or the fair market value of any property agreed to be contributed, or requested to be contributed, by such Partner to the capital of the Partnership, as may be adjusted from time to time in accordance with this Agreement.

Certificate of Formation: The Certificate of Formation filed with the Secretary of State of the State of Texas as referenced in Section 2.6, as such Certificate may be amended or restated from time to time.

Confidential Information: All proprietary information of the Partnership, including business opportunities of the Partnership, intellectual property, and any other information heretofore or hereafter acquired, developed or used by the Partnership relating to its business, including, without limitation, any confidential information contained in any lease files, well files and records, land files, abstracts, title opinions, title or curative matters, contract files, seismic records, electric logs, core data, pressure data, production records, geological and geophysical reports and related data, memoranda, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any other documents relating to the business of the Partnership, developed by, or originated by any third party and brought to the attention of, the Partnership. Confidential Information does not include information that (i) is in the public domain through no fault of a Limited Partner, (ii) was properly known to a Limited Partner, without restriction, prior to disclosure by such Limited Partner or (iii) was properly disclosed to a Limited Partner by another Person, without restriction known to such Limited Partner.

Effective Date: The date on which the Certificate of Formation of the Partnership is filed with the Secretary of State of the State of Texas.

General Partner: The Person designated as General Partner in Section 2.4 hereof, and any successor as provided herein.

Indirect Costs: All customary and routine general overhead and administrative costs and expenses incurred by the General Partner and its Affiliates for salaries, secretarial, travel other than solely in connection with Partnership business, rent, telephone, utilities, employee benefits,

supplies, engineering, accounting, legal, data processing, printing, insurance and other items of a general overhead or administrative nature, whether like or unlike the foregoing, except (i) Organizational Costs, (ii) the General Partner's monthly management fee provided for in Section 3.7, (iii) Other Direct Costs, and (iv) costs or expenses specifically identifiable as costs or expenses of other partnerships operated by the General Partner or its Affiliates.

Initial Capital Contribution: With respect to any Partner, the amount of capital contributed to the Partnership or agreed to be contributed to the Partnership pursuant to the provisions of Section 3.1 and Section 3.2 hereof.

Initial Unit Price: Means \$5,000 per Unit.

Internal Revenue Code: The Internal Revenue Code of 1986, as amended.

Investment Period: That period of time commencing on February 15, 2018 and ending on March 31st, 2018 or sooner if all Capital Commitments of the Partners have been fully funded and expended or committed for expenditure.

Limited Partners: All Persons who execute Limited Partner Signature Pages or any counterpart thereof and are admitted as Limited Partners by acceptance of the General Partner endorsed thereon, and all Persons hereafter admitted as additional or substituted Limited Partners as provided herein. The General Partner and its Affiliates may acquire Units in the Partnership and shall be considered Limited Partners to the extent of their ownership of Units.

Limited Partner Signature Page: Each signature page of a Person subscribing to the Partnership as a Limited Partner and accepted by the General Partner, which pages are attached to this Agreement collectively or in counterparts as Attachment I and made a part hereof.

Minimum Gain: Means (i) with respect to Partnership Nonrecourse Liabilities, the amount of gain that would be realized by the Partnership if it disposed of (in a taxable transaction) all Partnership properties that are subject to Partnership Nonrecourse Liabilities in full satisfaction of Partnership Nonrecourse Liabilities, computed in accordance with applicable Treasury Regulations, or (ii) with respect to each Partner Nonrecourse Debt, the amount of gain that would be realized by the Partnership if it disposed of (in a taxable transaction) the Partnership property that is subject to such Partner Nonrecourse Debt in full satisfaction of such Partner Nonrecourse Debt, computed in accordance with applicable Treasury Regulations.

Organizational Costs: Costs, fees and expenses of organizing the Partnership and offering the Units, including, but not limited to, legal and accounting expenses, and filing and qualification fees incurred by the Partnership or the General Partner.

Other Direct Costs: All costs and expenses (other than Acquisition Costs)

incurred by the Partnership, the General Partner or the General Partner's Affiliates which are specifically identifiable as direct costs or expenses of the Partnership, including, without limitation, fees incurred in connection with the review, preparation and maintenance of the Partnership's books and financial statements; fees and expenses incurred in connection with the preparation of tax returns for the Partnership and reports to Partners; internal or third party engineering fees incurred in connection with the preparation of reserve reports; travel expenses incurred solely in connection with Partnership business; legal fees incurred in connection with matters relating directly to the Partnership or its properties; costs of printing reports to Limited Partners; charges for services performed for the benefit of the Partnership or the Limited Partners and all other costs incurred directly by or for the benefit of the Partnership and payable to third parties.

Partners: All Partners, both General and Limited.

Partner Nonrecourse Debt: Any nonrecourse debt of the Partnership for which any Partner bears the economic risk of loss.

Partner Nonrecourse Deductions: The amount of deductions, losses and expenses equal to the net increase during the year in Minimum Gain attributable to a Partner Nonrecourse Debt, reduced (but not below zero) by proceeds of such Partner Nonrecourse Debt distributed during the year to the Partners who bear the economic risk of loss for such debt, as determined in accordance with applicable Treasury Regulations.

Partnership: The limited partnership formed hereby.

Partnership Nonrecourse Liabilities: Means nonrecourse liabilities (or portions thereof) of the Partnership for which no Partner bears the economic risk of loss.

Payout: Means the moment that the full amount of the investment contributed to the Partnership by the Limited Partners is paid back in full to those Limited Partners.

Person: Any individual, partnership, corporation, trust, limited liability company or other entity.

Remaining Commitment: Shall have the meaning assigned to such term in Section 3.1.

Acquisition Costs: In the case of acquisition of other Insurance related venture, or technology company involved in insurance, the actual purchase price paid to third parties by the Partnership for such acquisition, costs and expenses incurred in reviewing, analyzing, evaluating and purchasing company, fees and expenses paid to

consultants, attorneys' fees and expenses, travel expenses incurred solely in connection with the acquisition of said company.,

Sharing Ratio: Means for any Limited Partner, the proportion that the number of Units owned by such Limited Partner bears to the total number of Units owned by all Limited Partners.

Simulated Basis, Simulated Depletion, Simulated Gain and Simulated Loss: Shall have the meanings assigned to them in Section 4.2(b).

TLPL: Shall have the meaning assigned to such term in Section 2.1.

Treasury Regulation: Any temporary or final regulation issued by the United States Treasury Department.

Unit: A unit of limited partnership interest of a Limited Partner in the Partnership, as issued in return for the contributions funded pursuant to Section 3.1 or Section 3.3 hereof. For purposes of this Agreement, one whole Unit represents a Capital Commitment of \$5,000 and a one percent (1%) interest (1 unit) in the Partnership except as otherwise determined by the General Partner from time to time pursuant to Section 3.3 hereof.

1.2 References and Titles. All references in this Agreement to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

ARTICLE II

FORMATION OF LIMITED PARTNERSHIP

2.1 Formation: Subject to the provisions of this Agreement, the Partners hereby form a limited partnership pursuant to the provisions of the Texas Limited Partnership Law, part of the Texas Business Organizations Code (the "TLPL"). Upon request by the General Partner, the Limited Partners shall immediately execute all such certificates and other documents conforming hereto as necessary or advisable for the General Partner to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a limited partnership under the laws of the State of Texas and for the formation,

qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in all other jurisdictions where the Partnership conducts business.

2.2 Name. The name of the Partnership shall be IInsureBid.com, LP. Subject to all applicable laws, the business of the Partnership shall be conducted in the name of the Partnership unless under the law of some jurisdiction in which the Partnership does business such business must be conducted under another name or unless the General Partner determines that it is advisable to conduct Partnership business under another name. In such a case, the business of the Partnership in such jurisdiction or in connection with such determination may be conducted under such other name or names as the General Partner shall determine to be necessary. The General Partner shall cause to be filed on behalf of the Partnership such partnership or assumed or fictitious name certificate or certificates or similar instruments as may from time to time be required by law.

2.3 Purpose. The purpose, nature and character of the business of the Partnership is to develop very innovative insurance concept that will operate as a reverse auction, and collect fee on every policy written through the site, and to engage in any and all general business activities related thereto or in any way incidental thereto and to do all things necessary or desirable for the promotion, conduct and operation of such business, all in accordance with the terms and provisions hereof.

2.4 Designation of General and Limited Partners. IInsureBid.com, LLC, a Texas limited liability company, is hereby designated as the General Partner of the Partnership. The Persons executing a Limited Partner Signature Page which have been accepted by the General Partner shall serve as Limited Partners.

2.5 Places of Business; Registered Agent; Addresses of Partners.

(a) The address of the principal office and place of business of the Partnership and its street address shall be 8212 Ithaca Ave C, Lubbock, TX 79423. The General Partner, at any time and from time to time, may change the location of the Partnership's principal place of business and may establish such additional place or places of business of the Partnership as the General Partner shall determine to be necessary or advisable.

(b) The registered office of the Partnership in the State of Texas shall be 8212 Ithaca Ave. C, Lubbock, TX 79423, and the registered agent for service of process on the Partnership shall be iInsureBid.com, LLC, whose business address is the same as the Partnership's registered office. The General Partner, at any time and from time to time, may change the Partnership's registered office or registered agent or both by complying with the applicable provisions of the TLPL, and may establish, appoint and change additional registered offices and registered agents of the Partnership in such other states as the General Partner shall determine to be necessary or advisable.

(c) The General Partner is the sole general partner of the Partnership. The General Partner's mailing address is PO BOX 53180 Lubbock, TX 79453, and the street address of its business is 8212 Ithaca Ave. C, Lubbock, TX 79423.

(d) The mailing address of each of the Limited Partners is set forth on Exhibit A to this Agreement.

2.6 Term. The Partnership shall be formed and commence upon the execution by the General Partner and the Limited Partners of this Agreement and the completion of filing for record an initial Certificate of Formation of the Partnership with the Secretary of State of the State of Texas, and the Partnership shall continue until terminated in accordance with Article VIII. Layout, the Partnership shall vote for one of the following to occur:

(a) the Partnership shall distribute all of the assets in kind to the General Partner and each Limited Partner according to their proportionate ownership interest.

(b) the Partnership shall sell all of the assets and distribute the cash proceeds to the General Partner and each Limited Partner according to their proportionate ownership interest. (if a partner does not want to sell, he can request an assignment of his proportionate share of the assets)

(c) the Partnership shall continue to operate under the management of iInsureBid.com, L.L.C.

(d) the Partnership shall continue to operate under new manager as voted on by the General Partner and each Limited Partner.

2.7 Certificate of Formation. The General Partner shall cause the Certificate of Formation to be filed with the Secretary of State of the State of Texas as required by the TLPL and shall use all reasonable efforts to cause to be filed such other certificates or documents as may be determined by the General Partner in its sole discretion to be reasonable and necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Texas or any other state in which the Partnership may elect to do business or own property. To the extent that such action is determined by the General Partner in its sole discretion to be reasonable and necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Formation and do all things to maintain the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) under the laws of the State of Texas or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 8.1 (b), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Formation, any qualification document or any amendment thereto to any Limited Partner or assignee.

2.8 Admission of Limited Partners. The General Partner has sole discretion in the determination of whether to admit or not admit any Person to the Partnership as a Limited Partner. Subject to the satisfaction of all provisions of this Agreement, each Person accepted by the General Partner to become a Limited Partner will be admitted as a Limited Partner of the Partnership only upon written acceptance by the General Partner and the filing of the Certificate of Formation, provided that such Person has first duly executed and delivered to the General

Partner this Agreement or a counterpart copy of this Agreement and contributed to the Partnership the amount required under Section 3.1 or Section 3.3 hereof, as applicable. Upon formation of the Partnership, no additional Limited Partners will be admitted except in accordance with the provisions hereof.

2.9 Merger or Consolidation. The Partnership may merge or consolidate with or into another limited partnership or other business entity, convert to another entity or exchange interests with any other Person, or enter into an agreement to do so, only with the consent of the General Partner and Limited Partners holding a majority of the Units then outstanding.

ARTICLE III

CAPITALIZATION AND UNITS

3.1 Capital Contributions of Limited Partners. Except for the issuance of Additional Partnership Equity Securities and Partnership Debt Securities, the terms of which are governed by Section 3.3 hereof, each Limited Partner shall make Capital Contributions to the Partnership as follows:

(a) Each Limited Partner shall make Capital Contributions to the Partnership in an aggregate amount not to exceed the Capital Commitment of such Limited Partner as set forth on Exhibit A hereto.

(b) The minimum Capital Commitment for a Limited Partner is \$15,000, representing three (3) Units at the Initial Unit Price per Unit. Notwithstanding the foregoing, the General Partner may, in its sole and absolute discretion, accept a limited number of Capital Commitments for less than \$15,000.

(c) The funding of each Limited Partner's Capital Commitment shall occur as follows:

(i) Within ten (10) days after March 21, 2018 the General Partner delivers written notice calling for each Limited Partner's initial Capital Contribution each Limited Partner shall initially contribute cash in an aggregate amount equal to the Limited Partners proportionate share of the amount called by the General Partner.

The amount payable for each payment of the Capital Commitment shall be paid by check or by wire transfer in immediately available funds to an account designated by the General Partner.

(d) Upon any and each failure to pay of a Limited Partner's Commitment when due under this Section 3.1, the General Partner shall send a written notice of default to the defaulting Limited Partner requesting payment by the defaulting Limited Partner of the portion of the Remaining Commitment then due and payable to the Partnership (the "Notice of Default"). If the defaulting Limited Partner's failure or refusal to pay the delinquent portion of the Remaining Commitment persists for a period of 20 days following its receipt of the Notice of

Default, the Partnership shall have the right (but not the obligation) to:

- (i) seek specific enforcement of such commitment, maintain an action for damages or seek such other relief that may be available under the law or at equity;
 - (ii) reduce the defaulting Limited Partner's then existing Sharing Ratio by thirty percent (30.0%) and make a corresponding increase in the Sharing Ratios of all other non-defaulting Limited Partners, and reduce the defaulting Limited Partner's capital account balance by 30% of the amount contained therein, with the portion of the defaulting Limited Partner's capital account balance so forfeited apportioned among the other Limited Partners in accordance with their respective Capital Contributions;
 - (iii) if the General Partner determines in its sole and absolute discretion that the interests of the Partnership would be better served by treating a defaulting Limited Partner in a different manner than is specified above, the General Partner may elect in its sole and absolute discretion to waive any and all remedies or take any other action, whether at law or in equity, that the General Partner determines to be in the best interests of the Partnership; or
 - (iv) effect a combination of any of the foregoing.
- (e) Upon the funding of each Limited Partner's Capital Commitment, the General Partner shall cause the Partnership to issue to the funding Limited Partner(s) Units, or fractions thereof as applicable, based on the Initial Unit Price and shall amend Exhibit A from time to time to reflect the change in the Sharing Ratios of the Limited Partners resulting therefrom.

3.2 Capital Contributions of General Partner.

(a) The General Partner, in its capacity as such, shall contribute to the capital of the Partnership the sums required under Section 4.1 to meet its obligations thereunder as its share of costs are incurred and allocated to it.

3.3 Issuances of Additional Securities.

(a) The General Partner is hereby authorized to cause the Partnership to issue additional Units, or classes or series thereof, or options, rights, warrants or appreciation rights relating thereto, or any other type of equity security that the Partnership may lawfully issue ("Additional Partnership Equity Securities") if the Partnership shall have a need for additional Capital Contributions or for any other proper Partnership purpose.

(b) The General Partner is hereby authorized to cause the Partnership to issue any

unsecured or secured debt obligations of the Partnership or debt obligations of the Partnership convertible into any class or series of equity securities of the Partnership ("Partnership Debt Securities") (collectively, with the Additional Partnership Equity Securities, the "Partnership Securities").

(c) Additional Partnership Equity Securities may be issuable in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties, including rights, powers and duties senior to existing classes and series of Partnership Securities, all as shall be fixed by the General Partner in the exercise of its sole and complete discretion, subject to the terms of this Agreement, including, without limitation, (i) the allocations of items of Partnership income, gain, loss and deduction to each such class or series of Partnership Securities; (ii) the right of each such class or series of Partnership Securities to share in Partnership distributions; (iii) the rights of each such class or series of Partnership Securities upon dissolution and liquidation of the Partnership; (iv) whether such class or series of additional Partnership Securities is redeemable by the Partnership and, if so, the price at which, and the terms and conditions upon which, such class or series of additional Partnership Securities may be redeemed by the Partnership; (v) whether such class or series of additional Partnership Securities is issued with the privilege of conversion and, if so, the rate at which, and the terms and conditions upon which, such class or series of Partnership Securities may be converted into any other class or series of Partnership Securities; (vi) the terms and conditions upon which each such class or series of Partnership Securities will be issued and assigned or transferred; and (vii) the right, if any, of each such class or series of Partnership Securities to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of each such class or series.

(d) Partnership Securities may be issued to such Persons for such consideration and on such terms and conditions as shall be established by the General Partner in the exercise of its sole and complete discretion. The General Partner shall have sole discretion in determining the type and amount of consideration (which need not be identical to the Initial Unit Price) and all other terms and conditions with respect to any future issuance of Partnership Securities.

(e) The General Partner is hereby authorized and directed to take all actions which it deems appropriate or necessary in connection with each issuance of Partnership Securities pursuant to this Section 3.3 and to amend this Agreement in any manner which it deems appropriate or necessary without the joinder of any other Partner to provide for each such issuance, to admit additional Limited Partners in connection therewith and to specify the relative rights, powers and duties of the holders of the Partnership Securities being so issued. The General Partner shall do all things necessary to comply with the TLPL and is authorized and directed to do all things it deems to be necessary or advisable in connection with any future issuance of Partnership Securities, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency.

(f) Upon the issuance of any Additional Partnership Equity Securities (whether as a result of the sale of such securities to a third party or otherwise), other than the issuance of Units in connection with funding of a Remaining Commitment that has already been addressed pursuant to Section 3.1(e), the General Partner shall re-compute the Sharing Ratios of the Partners

and shall amend Exhibit A from time to time to reflect such revised Sharing Ratios.

3.4 No Preemptive Rights. No Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Securities, whether unissued, held in the treasury or hereafter created.

3.5 Interest and Return of Contributions. No interest shall accrue on any contributions to the capital of the Partnership, and no Partner shall have the right to withdraw or to be repaid any capital contributed by such Partner except as otherwise provided in this Agreement or if after 365 days from the Effective Date of this Agreement, the Partnership has not spent 70% of the Capital Contributions, then the General Partner shall return the Partner's proportionate share of Capital Contributions that were not spent, save and except any amount that the General Partner (in its sole discretion) believes will be reasonably necessary for anticipated expenses related to the Partnership.

3.6 Reversionary Interest Upon Payout. "Project Payout" shall be defined as such time that the Partners, and/or their heirs and/or assign(s) have recouped, via revenues attributable to ownership of the Limited Partnership's properties and being assigned pursuant to the terms of this Agreement, 100% of the Capital Contributions. Upon Project Payout, the Back-in Assignees shall receive a twenty-five percent (25%) reversionary ownership interest in the Limited Partnership from the Limited Partners. Such Back-in Assignees shall be admitted as Limited Partners in the Limited Partnership pursuant to the terms of this Agreement. The adjustment in the Sharing Ratio shall be achieved by a proportionate reduction of each Limited Partner's ownership interest in the Partnership. The Limited Partners, their heirs and/or assigns agree to execute any documents necessary and/or convenient to transfer this 25% ownership interest to the Back-in Assignees. It is further agreed that iInsureBid.com, LLC shall, at any time, prior to Project Payout, have the option but not the obligation to accelerate Project Payout by paying to the Limited Partners, its proportionate share of the remaining revenues necessary to achieve Project Payout.

3.7 Underfunded. If 180 days after the Effective Date of this agreement, the General Partner has not sold 100% of the ownership in the Limited Partnership, then each Partner's ownership shall be proportionately increased in proportion to the total amount of ownership sold. By way of example, if a partner owns 1% in the fund and only 50% of the fund is sold, then after 180 days from the Effective Date, that partners' interest will be increased to 2% ownership of the Partnership.

ARTICLE IV

ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations of Costs and Revenues. Costs and revenues of the Partnership shall be charged and credited to the capital accounts of the General Partner and Limited Partners as follows:

- (1) The Organizational Costs shall be charged 99% to the Limited Partners and 1% to the General Partner.
- (2) There is no monthly management charged to the Limited Partners and or General Partner.
- (3) All Development Costs shall be charged 99% to the Limited Partners and 1% to the General Partner.
- (4) All Other Direct Costs of the Partnership not specifically allocated above shall be allocated 99% to the Limited Partners and 1% to the General Partner until Project Payout. At the time of Project Payout, Section 3.6 shall control the allocation of all Other Direct Costs of the Partnership.
- (5) All Indirect Costs of the Partnership shall be charged 100% to the General Partner.
- (6) All revenues of the Partnership (which shall not include Capital Contributions and loans to the Partnership) shall be allocated and credited to the Partners as follows:
 - (i) Insurance proceeds shall be allocated among the Partners in the same proportions as costs and expenses were allocated and charged hereunder at the time of the accident or other occurrence giving rise to such insurance proceeds.
 - (ii) All revenues used to repay any amounts owing with respect to any Partnership indebtedness shall be allocated to the Partners in the same proportions as the costs and expenses paid with such indebtedness were allocated to the Partners (and, with respect to any indebtedness to which any property acquired by the Partnership is subject at the time of its acquisition, in the same proportions as costs are allocated under Section 4.1(3) at the time such property is acquired by the Partnership).
 - (iii) After making the allocation provided for in Section 4.1(6)(ii) and taking into account the revenues allocated therein, all additional revenues resulting from the sale (as defined in Section 4.2(b)) shall be allocated, to the extent such revenues constitute a recovery of Simulated Basis of such property, to the Partners in the same percentages as the costs of the property sold were allocated up to an amount equal to each Partner's share of the Partnership's Simulated Basis in such property at the time of such sale. Thereafter, revenues resulting from any such sale or disposition shall be allocated to the Partners in a manner which will cause the aggregate of all revenues allocated to the Partners from such sale or disposition and all prior sales or other dispositions of depletable property (to the extent possible) to equal

the amounts which would have been allocated under paragraph (v) of this Section 4.1(6) in the absence of this paragraph (iii).

- (iv) Interest earned, if any, on Capital Contributions invested in time deposits, short-term governmental obligations, money-market funds and similar investments prior to the expenditure of such funds for the acquisition of Partnership properties or other Partnership expenses will be allocated 99% to the Limited Partners and 1% to the General Partner.
- (v) All other revenues of the Partnership not specifically allocated above, including but not limited to royalty payments received from the Partnership's properties, shall be allocated 99% to the Limited Partners and 1% to the General Partner until Project Payout. At the time of Project Payout, Section 3.6 shall control the allocation of all other revenues of the Partnership.

4.2 Income Tax Allocations. Except as otherwise provided herein, for purposes of any applicable federal, state or local income tax law, rule or regulation, items of income, gain, deduction, loss, credit and amount realized shall be allocated to the Partners as follows:

(a) Income from the marketing of the insurance policies (together with any credits associated with such production under Section 29 of the Internal Revenue Code) shall be allocated in the same manner as revenue therefrom is allocated and credited pursuant to Section 4.1 (6).

(b) Cost and percentage depletion deductions and the gain or loss on the sale or other disposition of property the production from which is subject to depletion (herein sometimes called "depletable property") shall be computed separately by the Partners rather than the Partnership. For purposes of Section 613A(c)(7)(D) of the Internal Revenue Code, the Partnership's adjusted basis in each depletable property shall be allocated to the Partners in proportion to each Partner's respective share of the costs and expenses which entered into the Partnership's adjusted basis for each depletable property, and the amount realized on the sale or other disposition of each depletable property shall be allocated to the Partners in proportion to each Partner's respective share of the revenue from the sale or other disposition of such property provided for in Section 4.1(6). For purposes of allocating amounts realized upon any such sale or disposition which are deemed to be received for federal income tax purposes and are attributable to Partnership indebtedness or indebtedness to which the depletable property is subject at the time of such sale or disposition, such amounts shall be allocated in the same manner as Partnership revenues used for the repayment of such indebtedness would have been allocated under Section 4.1 (6)(ii).

(c) Items of deduction, loss and credit not specifically provided for above (other than loss from the sale or other disposition of Partnership property), including depreciation, cost recovery and amortization deductions, shall be allocated to the Partners in the same manner that the costs and expenses of the Partnership that gave rise to such items of deduction, loss and credit were borne.

(d) Gain from the sale or other disposition of Partnership property that is not specifically provided for above shall be allocated to the Partners in a manner which reflects each Partner's allocable share of the revenue from the sale of the Partnership property provided for in Section 4.1(6)(v), and loss from the sale or other disposition of Partnership property that is not specifically provided for above shall be allocated to the Partners in a manner which reflects each Partner's allocable share of the costs and expenses of the Partnership property provided for in Section 4.1(1).

(e) All recapture of income tax deductions resulting from the sale or other disposition of Partnership property shall, to the maximum extent possible, be allocated to the Partner to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Partner is allocated any gain from the sale or other disposition of such property.

(f) Any other items of Partnership income or gain not specifically provided for above shall be allocated in the same manner as such revenue is allocated and credited pursuant to Section 4.1(6)(v).

(g) Notwithstanding any of the provisions of this Section 4.2 to the contrary:

- (i) If during any fiscal year of the Partnership there is a net increase in Minimum Gain attributable to a Partner Nonrecourse Debt that gives rise to Partner Nonrecourse Deductions, each Partner bearing the economic risk of loss for such Partner Nonrecourse Debt shall be allocated items of Partnership deductions and losses for such year (consisting first of cost recovery or depreciation deductions with respect to property that is subject to such Partner Nonrecourse Debt and then, if necessary, a pro rata portion of the Partnership's other items of deductions and losses, with any remainder being treated as an increase in Minimum Gain attributable to Partner Nonrecourse Debt in the subsequent year) equal to such Partner's share of Partner Nonrecourse Deductions, as determined in accordance with applicable Treasury Regulations.
- (ii) If for any fiscal year of the Partnership there is a net decrease in Minimum Gain attributable to Partnership Nonrecourse Liabilities, each Partner shall be allocated items of Partnership income and gain for such year (consisting first of gain recognized from the disposition of Partnership property subject to one or more Partnership Nonrecourse Liabilities and then, if necessary, for subsequent years) equal to such Partner's share of such net decrease (except to the extent such Partner's share of such net decrease is caused by a change in debt structure with such Partner commencing to bear the economic risk of loss as to all or part of any Partnership Nonrecourse Liability or by such Partner contributing capital to the Partnership that the Partnership uses to repay a Partnership Nonrecourse Liability), as determined in accordance with applicable Treasury Regulations.

- (iii) If for any fiscal year of the Partnership there is a net decrease in Minimum Gain attributable to a Partner Nonrecourse Debt, each Partner shall be allocated items of Partnership income and gain for such year (consisting first of gain recognized from the disposition of Partnership property subject to Partner Nonrecourse Debt, and then if necessary, a pro rata portion of the Partnership's other items of income and gain, and if necessary, for subsequent years) equal to such Partner's share of such net decrease (except to the extent such Partner's share of such net decrease is caused by a change in debt structure or by the Partnership's use of capital contributed by such Partner to repay the Partner's Nonrecourse Debt) as determined in accordance with applicable Treasury Regulations.

(h) If for any fiscal year of the Partnership the allocation of any loss or deduction (net of any income or gain) to any Partner would cause or increase a negative balance in such Partner's capital account as of the end of such fiscal year (a "Deficit Partner") after taking into account the provisions of subsection (g) of this Section 4.2, only the amount of such loss or deduction that reduces the balance to zero shall be allocated to such Deficit Partner and the remaining loss or deduction shall be allocated to the Partners whose capital accounts have a positive balance remaining at such time (the "Positive Partners") in proportion to such positive balances. After any such allocation, any Partnership income or gain that would otherwise be allocated to the Deficit Partner shall be allocated instead to the Positive Partners up to an amount equal to the Partnership loss or deduction allocated to the Positive Partners under the preceding sentence; provided, however, that no allocation of income, gain or amount realized shall be made under this sentence if the effect of such allocation would be to cause the capital account of a Deficit Partner to be less than zero. If, after taking into account the allocation in the first sentence of this Section 4.2(h), the capital account balance of a Deficit Partner remains less than zero at the end of a fiscal year, a pro rata portion of each item of Partnership income or gain otherwise allocable to the Positive Partners for such fiscal year (or if there is no such income or gain allocable to the Positive Partners for such fiscal year, all such income or gain so allocable in the succeeding fiscal year or years) shall be allocated to the Deficit Partner in an amount necessary to cause its capital account balance to equal zero; provided, however, that no allocation under this sentence shall have the effect of causing any Positive Partner's capital account to be less than zero. After any such allocation, any Partnership gain resulting from the sale or other disposition of Partnership property that would otherwise be allocated to a Deficit Partner for any fiscal year under this Section 4.2 shall be allocated instead to the Positive Partners until the amount of gain so allocated equals the amount of gain previously allocated to such Deficit Partner under the preceding sentence of this Section 4.2(h); provided, however, that no allocation of gain shall be made under this sentence if the effect of such allocation would be to cause the capital account of a Deficit Partner to be less than zero.

(i) If a Partner unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a deficit balance in such Partner's Adjusted Capital Account, items of Partnership income and gain shall be allocated to that Partner in an amount and manner sufficient to eliminate the deficit balance as quickly as possible.

4.3 Allocation Among Limited Partners. All charges and credits to the Limited Partners shall be allocated among them in accordance with their respective Sharing Ratios.

4.4 Distributions. The General Partner will periodically review Partnership cash funds and activities in order to determine if cash distributions should be made to the Partners. Loan proceeds from borrowings, if any, shall not be used for cash distributions. All cash funds (other than Capital Contributions) of the Partnership which the General Partner, in its sole discretion, determines are not required or needed for the conduct of the Partnership's business or to meet existing or reasonably foreseeable (within 90 days) Partnership obligations and expenditures shall be distributed to the Partners monthly in such amounts as the General Partner deems proper and advisable in its sole discretion. The Partnership may retain such Partnership revenues, insurance proceeds and other amounts as the General Partner shall determine are necessary to pay Partnership debts, liabilities and expenses and to restore, preserve and protect the Partnership's property upon the occurrence of an accident, catastrophe or similar event. All cash funds of the Partnership shall be distributed to the Partners in the same respective percentages as the revenues to which such cash funds are attributable were allocated to the Partners pursuant to Section 4.1(6) (after deducting therefrom the costs and expenses charged to the Partnership). Distributions shall be made only to the Partners who are Partners according to the books and records of the Partnership, regardless of any claim of any Person who may have or claim an interest in such payment by reason of an assignment or otherwise.

ARTICLE V

FISCAL YEAR, CAPITAL ACCOUNTS, BOOKS AND RECORDS, REPORTS AND MEETINGS

5.1 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

5.2 Capital Accounts, Books and Records.

(a) The General Partner shall keep books of account for the Partnership in accordance with the terms of this Agreement. Such books shall be maintained at the principal office of the Partnership.

(b) An individual capital account shall be maintained by the Partnership for each Partner as provided below:

- (i) The capital account of each Partner shall, except as otherwise provided herein, be (A) credited by such Partner's Capital Contributions when made, (B) credited by the fair market value of any property contributed to the Partnership by such Partner (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Internal Revenue Code), (C) credited with the amount of any item of taxable income or gain and the amount of any item of income or gain exempt from tax allocated to such Partner, (D) credited with the Partner's share of Simulated Gain as provided in

subparagraph (ii) of this Section 5.2(b), (E) debited by the amount of any item of tax deduction or loss allocated to such Partner, (F) debited with the Partner's share of Simulated Loss and Simulated Depletion as provided in subparagraph (ii) of this Section 5.2(b), (G) debited by such Partner's allocable share of expenditures of the Partnership not deductible in computing the Partnership's taxable income and not properly chargeable as capital expenditures, including any non-deductible book amortizations of capitalized costs, and (H) debited by the amount of cash or the fair market value of any property distributed to such Partner (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Internal Revenue Code). Immediately prior to any distribution of assets by the Partnership that is not pursuant to a liquidation of the Partnership or all or any portion of a Partner's interest therein, the Partners' capital accounts shall be adjusted by (X) assuming that the distributed assets were sold by the Partnership for cash at their respective fair market values as of the date of distribution by the Partnership and (Y) crediting or debiting each Partner's capital account with its respective share of the hypothetical gains or losses, including Simulated Gains and Simulated Losses, resulting from such assumed sales in the same manner as each such capital account would be debited or credited for gains or losses on actual sales of such assets.

- (ii) The allocation of basis prescribed by Section 613A(c)(7)(D) of the Internal Revenue Code and provided for in Section 4.2(b) and each Partner's separately computed depletion deductions shall not reduce such Partner's capital account, but such Partner's capital account shall be decreased by an amount equal to the product of the depletion deductions that would otherwise be allocable to the Partnership in the absence of Section 613A(c)(7)(D) of the Internal Revenue Code (computed without regard to any limitations which theoretically could apply to any Partner) times such Partner's percentage share of the adjusted basis of the property (determined under Section 4.2(b)) with respect to which such depletion is claimed (herein called "Simulated Depletion"). The Partnership's basis in insurance or technology companies as adjusted from time to time for the current value and userbase (and where the context requires, each Partner's allocable share thereof, which share shall be determined in the same manner as the allocation of basis prescribed in Section 4.2(b)) is herein called "Simulated Basis". No Partner's capital account shall be decreased, however, by Simulated Depletion deductions attributable to any depletable property to the extent such deductions exceed such Partner's allocable share of the Partnership's remaining Simulated Basis in such property. The Partnership shall compute simulated gain ("Simulated Gain") or simulated loss ("Simulated Loss") attributable to the sale or other disposition of property based on the difference between the amount realized from such sale or other disposition and the Simulated Basis of such property, as theretofore adjusted. Any Simulated Gain shall

be allocated to the Partners and shall increase their respective capital accounts in the same manner as the amount realized from such sale or other disposition in excess of Simulated Basis shall have been allocated pursuant to Section 4.2(b). Any Simulated Loss shall be allocated to the Partners and shall reduce their respective capital accounts in the same percentages as the costs of the property sold were allocated up to an amount equal to each Partner's share of the Partnership's Simulated Basis in such property at the time of such sale.

- (iii) Any adjustments of basis of Partnership property provided for under Sections 734 and 743 of the Internal Revenue Code and comparable provisions of state law (resulting from an election under Section 754 of the Internal Revenue Code or comparable provisions of state law) shall not affect the capital accounts of the Partners (unless otherwise required by applicable Treasury Regulations), and the Partners' capital accounts shall be debited or credited pursuant to the terms of this Section 5.2 as if no such election had been made.
- (iv) Capital accounts shall be adjusted, in a manner consistent with this Section 5.2, to reflect any adjustments in items of Partnership income, gain, loss or deduction that result from amended returns filed by the Partnership or pursuant to an agreement by the Partnership with the Internal Revenue Service or a final court decision.
- (v) In the case of property contributed to the Partnership by a Partner, and in the case of any revaluation of the Partners' capital accounts as required under applicable Treasury Regulations, the Partners' capital accounts shall be debited or credited for items of depreciation, cost recovery, Simulated Depletion, amortization and gain or loss with respect to any such contributed or revalued property computed in the same manner as such items would be computed if the adjusted tax basis of such property were equal to its fair market value on the date of its contribution or revaluation, in lieu of the capital account adjustments provided above for such items, all in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).
- (vi) It is the intention of the Partners that the capital accounts of each Partner be kept in the manner required under Treasury Regulation Section 1.704-1(b)(2)(iv). To the extent any additional adjustment to the capital accounts is required by such regulation, the General Partner is hereby authorized to make such adjustment after notice to the Limited Partners.

5.3 Bank Accounts. The General Partner shall cause one or more accounts to be maintained in a bank (or banks) or other financial institution which is a member of the Federal Deposit Insurance Corporation, which accounts shall be used for the payment of the expenditures incurred by the Partnership in connection with the business of the Partnership, and in which shall be deposited any and all receipts of the Partnership. The General Partner shall determine the

number of and the Persons who will be authorized as signatories on each such bank account. The General Partner may invest the Partnership funds in such money market accounts or other investments as the General Partner shall determine to be necessary or appropriate.

5.4 Reports. As soon as practicable after the end of each fiscal quarter of the Partnership, commencing with the fiscal quarter ending December 31, 2017, each Limited Partner will be furnished a report containing the following:

(a) unaudited financial statements, including a balance sheet and statements of income, partners' equity and changes in financial position prepared in accordance with accounting principles selected by the General Partner, consistently applied, as of and for the fiscal quarter then ended; and

(b) a summary description of all development expenses, marketing expenses, and other expenses over \$2500 made during the immediately preceding fiscal quarter, including the amounts and general terms thereof, and the parties involved therein.

5.5 Annual Reports. Within one hundred eighty (180) days after December 31, 2018)2018, and within one hundred eighty (180) days after the end of each fiscal year during the Investment Period (but in no event after the year ended December 31, 2018), each Limited Partner will be furnished an annual report containing the information described in Section 5.4 above.

5.6 [Section intentionally omitted]

5.7 Tax Information. No election shall be made by the General Partner or the Limited Partners for the Partnership to be excluded from the provisions of Subchapter K of the Internal Revenue Code. The General Partner will cause the Partnership to elect the calendar year as its taxable year and will file all Partnership income tax returns required to be filed by the jurisdictions in which the Partnership conducts business or derives income. The General Partner will use its reasonable best efforts to furnish by April 1 of each year all available information necessary for inclusion in each Limited Partner's income tax returns. If the General Partner has been unable after the exercise of reasonable diligence to obtain the data necessary to provide such tax information by April 1, the General Partner shall furnish such information as promptly as practicable thereafter.

5.8 Meetings of Partners. Meetings of the Partners may be called by the General Partner or by Limited Partners owning more than 50% of the outstanding Units or other Partnership Securities of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner a request in writing stating that the signing Limited Partners wish to call a meeting and indicating the specific purposes for which the meeting is to be called. Within 75 days after receipt of such a call from Limited Partners, the General Partner shall send a notice of the meeting to the Limited Partners. A meeting shall be held at a time and place determined by the General Partner in its sole discretion on a date not less than 10 days nor more than 60 days after the mailing of notice of the meeting. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as

to jeopardize the Limited Partners' limited liability under the Texas Limited Partnership Law or the law of any other state in which the Partnership is qualified to do business.

5.9 Notice of a Meeting. Notice of a meeting called pursuant to Section 5.8 shall be given to the holders of the Units or other Partnership Securities of the class or classes for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 13 .1.

5.10 Record Date. For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 5.15 the General Partner may set a record date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such approvals. If the General Partner does not set a record date, then (a) the record date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the day immediately preceding the day on which notice is given, and (b) the record date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 5.15.

5.11 Adjournment. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new record date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article V.

5.12 Waiver of Notice. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except (i) when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at such meeting because the meeting is not lawfully called or convened, and (ii) that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

5.13 Quorum. The Limited Partners holding a majority of the outstanding Units or other Partnership Securities of the class or classes for which a meeting has been called (including Units or other Partnership Securities owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Limited Partners of such Units or other Partnership Securities of the class or classes. At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Limited Partners holding a majority of the outstanding Units or other Partnership Securities of the class or classes for which the meeting has been called shall be deemed to constitute the act of all Limited Partners, unless a greater or different percentage is required with respect to such action under this Agreement. The Limited Partners present at a duly called meeting at which a quorum

is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of outstanding Units or other Partnership Securities specified in this Agreement (including Units or other Partnership Securities owned by the General Partner). In the absence of a quorum any meeting of Limited Partners may be adjourned from time to time by the affirmative vote of Limited Partners holding at least a majority of the Units represented in person or by proxy and entitled to vote at such meeting (including Units owned by the General Partner), but no other business may be transacted, except as provided in Section 5.11.

5.14 Conduct of a Meeting. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 5.8, the conduct of voting, the validity and effect of any proxies and the determination or any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem necessary or advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals, proxies and votes in writing.

5.15 Action Without a Meeting. If previously authorized in writing by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice, if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage of the outstanding Units or other Partnership Securities (including Units or other Partnership Securities owned by the General Partner) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted. Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing the action taken. The General Partner may specify that any written ballot, if any, submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 10 days, specified by the General Partner in its sole discretion. If a ballot returned to the Partnership does not vote all of the Units held by the Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Units that were not voted. Nothing contained in this Section 5.15 shall be deemed to require the General Partner to solicit all Limited Partners in connection with a matter approved by the holders of the requisite percentage of the outstanding Units acting by written consent without a meeting.

5.16 Voting and Other Rights: Proxies.

(a) Only those holders of outstanding Units or other Partnership Securities on the

record date set pursuant to Section 5.10 shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the outstanding Units or other Partnership Securities have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the holders of outstanding Units or other Partnership Securities shall be deemed to be references to the votes or acts of the record holders of such outstanding Units or other Partnership Securities. Each Unit shall entitle the holder thereof to one vote for each whole Unit held of record by such holder as of the relevant record date. Fractions of one whole Unit shall have a corresponding fraction of one vote.

(b) At any meeting of the Partners, every Partner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Partner and bearing a date not more than ninety days prior to said meeting. Partners entitled to vote or to act with respect to their Units or other Partnership Securities, may vote or act in person or by proxy. The person appointed as proxy need not be a Partner. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person having appointed a proxy shall not operate to revoke the appointment. Notice to the General Partner, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE VI

MANAGEMENT AND RELATED MATTERS

6.1 Power and Authority of General Partner.

(a) The General Partner shall conduct, direct and exercise full control over all operations and activities of the Partnership. Except as otherwise expressly provided in Section 6.3 and elsewhere in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and the Limited Partners shall have no right of control over the business and affairs of the Partnership. The General Partner shall comply in all respect with the terms of this Agreement and shall use its best efforts (i) to cause its Affiliates to comply with the terms of this Agreement and (ii) in the conduct of the business and operations of the Partnership to cause the Partnership (A) to comply in all material respects with the terms and provisions of all agreements to which the Partnership is a party or to which its properties are subject, (B) to comply in all materials respects with all applicable laws, ordinances or governmental rules and regulations to which the Partnership is subject (including, without limitation, all applicable federal, state and local environmental laws, ordinances, rules and regulations), and (C) to obtain and maintain all licenses, permits, franchises and other governmental authorizations necessary with respect to the ownership of Partnership properties and the conduct of Partnership business and operations.

(b) In addition to the powers now or hereafter granted to a general partner of a limited partnership under the TLPL or which are granted to the General Partner under any other provision of this Agreement, the General Partner shall have full and exclusive power and authority to do all things deemed necessary or desirable by it to conduct of the business of the

Partnership, including, without limitation, and whether similar or dissimilar:

- (1) the selection, evaluation and determination of which Royalties and other property will be acquired, held, transferred, sold or otherwise disposed of by the Partnership (subject, however, in the case of sales or other dispositions, to Section 6.3(b)), including, without limitation, the purchase of Insurance and technology related companies, in each case upon such terms and conditions as the General Partner shall determine;
- (2) the making of any expenditures and the incurring of any obligations deemed necessary for the conduct of the activities of the Partnership;
- (3) the acquisition, hypothecation, exchange or disposition of any of the assets of the Partnership, including, without limitation, Royalties and production therefrom (subject, however, in the case of sales or other dispositions, to Section 6.3(b)) upon such terms and conditions as the General Partner may determine;
- (4) the use of the revenues of the Partnership for any purpose and on any terms it sees fit, including, without limitation, the financing of the conduct of the activities of the Partnership, the repayment of borrowings, and the conduct of additional operations by the Partnership;
- (5) the borrowing of money for and in the name of the Partnership from banks, other lending institutions, the General Partner or Affiliates of the General Partner on such terms as it deems appropriate, and in connection therewith, to hypothecate, mortgage, pledge, encumber and grant liens and security interests in the assets of the Partnership to secure repayment of the borrowed sums, including, without limitation, all or any part of the Partnership's interest in insurance and technology companies and the production and proceeds of production therefrom;
- (6) the negotiation and execution on any terms and conditions deemed desirable in the General Partner's sole discretion of any contracts, conveyances or other instruments, whether similar or dissimilar, considered by the General Partner to be useful or necessary to the conduct of Partnership operations or implementation of the powers granted to the General Partner under the TLPL and this Agreement;
- (7) the selection of employees and outside consultants and contractors and the determination of their compensation and other terms of employment or hiring;
- (8) the formation of any further limited or general partnerships, joint ventures, or other relationships which it deems desirable;
- (9) the maintenance of insurance for the benefit of the Partnership and the Partners;

(10) the control of any matters affecting the rights and obligations of the Partnership, including title examination and verification, title curative matters, the employment of attorneys, accountants, engineers and consultants to advise and otherwise represent the Partnership, the conduct of litigation and other recurring legal expense, and the settlement of claims and litigation; and

(11) the grant, conveyance, assignment or award of (from and out of any Partnership Royalty or other Partnership property) "carried interest" arrangements, overriding royalty interests or royalty interests as compensation or incentive compensation to employees of the General Partner and its Affiliates or any other Person selected by the General Partner, including, without limitation, domains, development, and other consultants and independent contractors retained by the General Partner or its Affiliates from time to time.

6.2 [Paragraph 6.2 intentionally omitted]

6.3 Restrictions. The General Partner shall not:

(a) without the consent of the Limited Partners owning at least a majority of the Units then outstanding, purchase or acquire any Domains or other property from the Partnership, except in connection with or following (i) the winding up and liquidation of the Partnership as provided for in Article VIII or (ii) the removal of the General Partner as provided for in Section 7.13 hereof;

(b) without the consent of the Limited Partners owning at least a majority of the Units then outstanding, sell, exchange or otherwise dispose of all or substantially all of the Partnership's assets in a single transaction or a series of related transactions, including by way of merger, consolidation or other combination, except in connection with the dissolution and liquidation of the Partnership or under any forced sale of any or all of the Partnership's assets pursuant to the foreclosure or other realization upon those encumbrances;

(c) make loans, or permit any of its Affiliates to make loans, to the Partnership bearing interest at a rate exceeding the rate of interest being paid by the lending party on borrowings obtained by it from commercial lending institutions, or if the lending party has no such outstanding borrowings, at a rate exceeding the rate of interest that the lending party could reasonably expect to incur in connection with normal and customary Insurance & Technology loans in Lubbock, Texas, all as determined by the General Partner; or

(d) permit the Partnership to make loans to the General Partner or its Affiliates.

6.4 No Overhead Reimbursement. The General Partner shall not receive any reimbursement from the Partnership for any indirect general and administrative overhead expenses.

6.5 Monthly Management Fee. There is no monthly management fee and we have no intentions on adding one. Contractors and Managing Partner will run the business.

6.6 Insurance. The General Partner shall acquire and maintain for the benefit of the Partnership, at the Partnership's expense, insurance covering such risks and in such amounts as the General Partner shall from time to time deem advisable and appropriate.

6.7 Partnership Property. In connection with property acquisitions, the General Partner shall take such steps as it may deem necessary to render title acceptable for purposes of the Partnership. Title to Partnership property, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership property or any portion thereof. Partnership property may be held in the name of the General Partner or a nominee (including Affiliates of the General Partner) if such practice will facilitate assembly or acquisition of other companies, administration of Partnership affairs or as otherwise determined by the General Partner. If Partnership property is held in other than Partnership name, a nominee agreement shall be executed indicating that title is held for the benefit of the Partnership.

6.8 Release, Abandonment and Sale or Exchange of Properties. Except as otherwise provided herein, the General Partner shall have full power in its discretion to dispose of the production and all other assets of the Partnership, including the power to determine whether any or all Partnership assets shall be sold or exchanged, and the terms therefor.

6.9 Compliance With State Law. Prior to the Partnership's engaging in business in any state, the General Partner shall take such actions as it deems necessary to assure that the Partnership will be recognized as a limited partnership or equivalent entity under the laws of such state and that the Limited Partners will retain limited liability.

6.10 Duties and Services of the General Partner: Outside Activities.

a) The General Partner shall comply in all respects with the terms of this Agreement. In the conduct of the business and operations of the Partnership, the General Partner shall (a) use its reasonable good faith efforts to cause the Partnership (i) to comply with the terms and provisions of all agreements to which the Partnership is a party or by which its properties are subject, (ii) to comply with all applicable laws, ordinances or governmental rules and regulations to which the Partnership is subject and (iii) to obtain and maintain all licenses, permits, franchises and other governmental authorizations necessary with respect to the ownership of Partnership properties and the conduct of the Partnership's business and operations and (b) attend to other day-to-day affairs of the Partnership in a manner which the General Partner determines to be in the best interests of the Partnership. The General Partner shall be obligated to perform the duties, responsibilities and obligations of the General Partner hereunder only to the extent that funds of the Partnership are available therefore. Subject to the express provisions of this Agreement, any Partner may engage in whatever activities it chooses. It is specifically recognized that the General Partner, IinsureBid.com, LLC, along with its Affiliates, including but not limited to, Brian Blackwell, Tim MoneyMaker, & BJ Huey.

Neither this Agreement nor any activity undertaken pursuant hereto shall prevent the General Partner, IinsureBid.com, LLC, along with its Affiliates, including but not limited to, Brian Blackwell, Tim MoneyMaker, & BJ Huey.

In addition, the General Partner may, at any time and from time to time, organize and manage additional limited partnerships, joint ventures or other entities for the acquisition and ownership

of Insurance & Technology ventures, both for its own account and for the account of others. Further, the General Partner and each other Partner and their respective Affiliates at any time and from time to time may engage in the acquisition and ownership of an Insurance Company apart from the Partnership and possess interests in other business ventures of any and every type and description, independently or with others, including, without limitation, ones in competition with the Partnership or ones that would be beneficial to the Partnership and with no obligation to offer to the Partnership or any other Partner the right to participate therein and, as a material part of the consideration for the execution hereof by the General Partner and the Limited Partners, each Partner hereby waives, relinquishes and renounces any such right or claim of participation. During the existence of the Partnership, the General Partner shall devote only such time and effort to the Partnership's business as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Partners; provided however, it is specifically understood and agreed that the General Partner shall not be required to devote full time to Partnership business.

(a) The General Partner may, in its sole discretion, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), permit any employee, consultant or employee benefit plan or program now or hereafter maintained or sponsored by the General Partner or any of its Affiliates, to purchase Insurance and Technology interests in any company in which the Partnership also owns an interest; provided that any such purchase by the employees, consultants or employee benefit plan or program of the General Partner or its Affiliates shall be on the same basis and terms and conditions (proportionate to the interest acquired) as the Partnership's purchase of such interest and so long as the Limited Partnership is no longer acquiring properties for the purpose of the Limited Partnership.

(b) Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to the General Partner or any of its Affiliates. Neither the General Partner nor any of its Affiliates who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership shall have any duty to communicate or offer such opportunity to the Partnership and neither the General Partner nor any of its Affiliates shall be liable to the Partnership, to any Limited Partner or any other Person for breach of any fiduciary or other duty by reason of the fact that the General Partner or any of its Affiliates pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership

(c) None of the Limited Partners nor any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any business ventures of the General Partner or any Affiliate of the General Partner.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Securities in addition to those acquired pursuant to Section 3.2(b) hereof and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units or other Partnership Securities acquired by them.

6.11 Liability of Partners and Indemnification.

(a) The General Partner, the Limited Partners and their respective Affiliates, and their partners, officers, directors, employees and agents, shall not be liable, responsible or accountable in damages or otherwise to the Partnership or the other Partners for any acts or omissions that do not constitute gross negligence, willful misconduct or a breach of the material terms of this Agreement, and the Partnership shall indemnify to the maximum extent permitted under the TLPL and save harmless the General Partner and the Partners and their Affiliates, and their respective partners, officers, directors, employees and agents (individually, an "Indemnitee") from all liabilities for which indemnification is permitted under the TLPL. Any act or omission performed or omitted by an Indemnitee on advice of legal counsel or an independent consultant who has been employed or retained by the Partnership shall be presumed to have been performed or omitted in good faith without gross negligence or willful misconduct. The parties recognize that this provision shall relieve any such Indemnitee from any and all liabilities, obligations, duties, claims, accounts and causes of action whatsoever arising or to arise out of any ordinary negligence by any such Indemnitee, and such Indemnitee shall be entitled to indemnification from acts or omissions that may constitute ordinary negligence.

(b) The Partnership shall, to the maximum extent permitted under the TLPL, pay or reimburse expenses incurred by an Indemnitee in connection with the Indemnitee's appearance as a witness or other participation in a proceeding involving or affecting the Partnership at a time when the Indemnitee is not a named defendant or respondent in the proceeding.

(c) The General Partner shall have the right to require that any contract entered into by the Partnership provide that the General Partner shall have no personal liability for the obligations of the Partnership thereunder.

(d) The indemnification provided by this Section 6.11 shall be in addition to any other rights to which each Indemnitee may be entitled under any agreement or vote of the Partners, as a matter of law or otherwise, both as to action in the Indemnitee's capacity as a Partner or an officer, director, employee or agent of a Partner or as a person serving at the request of the Partnership as set forth above and to action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the

heirs, successors, assigns, administrators and personal representatives of the Indemnitees.

(e) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of this indemnification provision.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 6.11 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(g) The Partnership may purchase and maintain insurance on behalf of any Person who is or was a Partner, or director, officer, member, manager or partner, employee or agent of the General Partner, or is or was serving at the request of the Partnership as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Partnership would have the power or the obligation to indemnify him against such liability under the provisions of this Section 6.11.

6.12 Withdrawal by the General Partner. The General Partner shall not voluntarily withdraw from the Partnership unless Limited Partners owning a majority of the Units then outstanding consent to such withdrawal. If the Limited Partners consent to the withdrawal of the General Partner, such event shall not constitute a breach by the General Partner of this Agreement and the Partnership shall be wound up as provided in Section 8.1(d) hereof.

6.13 Certain Decisions. (a) Unless otherwise expressly provided in this Agreement (i) whenever a conflict of interest exists or arises between the General Partner or its Affiliates, on the one hand, and the Partnership or the Limited Partners, on the other hand, or (ii) whenever this Agreement provides that the General Partner or its Affiliates shall act in a manner which is or provide terms which are fair and reasonable to the Partnership or the Limited Partners, the General Partner shall resolve, in good faith, such conflict of interest, take such action or provide such terms considering, in each case, the relative interests of each party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting or engineering practices or principles, and in the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or a breach of any standard of care or duty imposed herein or under the TLPL or any other applicable law, rule or regulation. Unless otherwise expressly provided in this Agreement, any provision contained herein shall control to the fullest extent possible if it is in conflict with such standard of care or duty, the TLPL or any other applicable law, rule or regulation; and each Partner hereby waives such standard of care or duty under the TLPL and such applicable law, rule or regulation and agrees that the same shall be modified and/or waived to the extent necessary to permit the General Partner to act as described above and to give effect to the foregoing provisions of this Section 6.13.

(b) Whenever in this Agreement the General Partner is permitted or required to make

a decision (i) in its "sole discretion" or "discretion", or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires and shall have no duty or obligation to give any consideration to any interests or factors affecting the Partnership or the Limited Partners or (ii) in "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or under the TLPL or any other applicable law, rule or regulation. Each Partner hereby consents and agrees that the General Partner may so act, waives any standard of care or duty imposed in this Agreement or under the TLPL or any other applicable law, rule or regulation, waives the rights and protection provided and afforded thereby, and agrees that the same shall be modified and/or waived to the extent necessary to permit the General Partner to act as described above and to give effect to the foregoing provision of this Section 6.13.

(c) With respect to each transaction between the General Partner, on the one hand, and the Partnership or the Limited Partners, on the other hand, which is authorized by or consummated in accordance with Section 6.13(a) or (b), or with respect to any actions taken by the General Partner with respect to the Partnership, each Limited Partner hereby (i) consents and agrees to and ratifies each such transaction to the extent that the TLPL and the laws of any jurisdiction to which the Partnership or this Agreement is subject require the consent to or approval or ratification of such transaction and (ii) agrees that such consent, agreement and ratification shall be valid and effective despite the fact that it is necessarily being given in advance and without full disclosure of the facts and circumstances that will pertain to future transactions of such nature.

(d) No transaction between the General Partner, on the one hand, and the Partnership or the Limited Partners, on the other hand, or any actions taken by the General Partner with respect to the Partnership, will be void or voidable solely for this reason and/or under the TLPL or any other applicable law, rule or regulation, and no person having an interest in any such transaction shall have any liability to the Partnership or any Partner solely by virtue of such relationship or conflict, if the material facts as to the relationship and transaction are disclosed or are known to the Limited Partners and the transaction is approved by Limited Partners holding a majority of the Units then outstanding; provided, however, that this Section 6.13(d) shall not impose or imply any duty or obligation upon the General Partner to seek or obtain any such approval.

(e) Except as expressly set forth in this Agreement or required by law, neither the General Partner nor any Affiliate of the General Partner shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Limited Partner and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Affiliate of the General Partner otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Affiliate of the General Partner and the Limited Partners hereby expressly agree that the standards and provisions described or referred to in this Agreement are not manifestly unreasonable.

6.14 Other Matters Concerning the General Partner. (a) The General Partner may rely

and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner may consult with legal counsel, accountants, engineers, appraisers, management consultants, investment bankers and other consultants and advisers selected by it and any act taken or omitted in reliance upon the opinion (including an opinion of counsel) of such persons as to matters that the General Partner reasonably believes to be within such person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

(c) The General Partner shall have the right, with respect to any of its powers or obligations hereunder, to act through any of its duly authorized officers and representatives, or a duly appointed attorney or attorneys-in-fact. Each such attorney shall, to the extent provided by the General Partner in the power of attorney, have full power and authority to do and perform each and every act and duty that is permitted or required to be done by the General Partner hereunder.

(d) Any standard of care and duty imposed by this Agreement or under the TLPL or any applicable law, rule or regulation shall be modified, waived or limited, to the extent permitted by law, as required to permit the General Partner to act under this Agreement and to make any decision pursuant to the authority prescribed in this Agreement, so long as such action is reasonably believed by the General Partner to be in, or not inconsistent with, the best interests of the Partnership.

6.15 Amendments to be Adopted Solely by General Partner. Each Limited Partner agrees that the General Partner (pursuant to its powers of attorney for the Limited Partners and assignees), without the approval of any Limited Partner or assignee, may amend any provision of this Agreement or the Certificate of Formation, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that, in the sole discretion of the General Partner, is necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or that is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be taxable as a corporation or otherwise taxed as an entity for federal income tax purposes;

(d) a change (i) that, in the sole discretion of the General Partner, does not adversely

affect the Limited Partners considered as a whole (including any particular class of Partnership interests as compared to other classes of Partnership interests) in any material respect, (ii) that is necessary or appropriate to satisfy any requirements, conditions, guidelines or interpretations contained in any opinion, interpretative release, directive, order, ruling or regulation of any federal or state agency or judicial authority contained in any federal or state statute (including the TLPL), compliance with any of which the General Partner determines in its sole discretion to be in the best interest of the Partnership and the Limited Partners or (iii) that is required to effect the intent of the provisions of this Agreement or that is otherwise contemplated by this Agreement.

(e) an amendment that is necessary, in the sole discretion of the General Partner, to prevent the Partnership or the General Partner or its directors, officers, agents or trustees, from having a material risk of being in any manner subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, whether or not substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(f) an amendment that the General Partner determines in its sole discretion to be necessary or appropriate in connection with the funding by each Limited Partner of any part of its Remaining Commitment agreed to be made by such Limited Partner pursuant to Section 3.1(c)(ii) hereof or the reduction of a Limited Partner's Sharing Ratio or capital account in the Partnership pursuant to Section 3.1(d) hereof;

(g) an amendment that the General Partner determines in its sole discretion to be necessary or appropriate to address changes in U.S. federal income tax regulations, legislation or interpretations;

(h) an amendment that the General Partner determines in its sole discretion to be necessary or appropriate for the creation, authorization or issuance of any class or series of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities;

(i) an amendment effected, necessitated or contemplated by an agreement of merger, consolidation or other business combination agreement that has been approved under the terms of this Agreement;

(j) a change in the Partnership's fiscal year or taxable year and related changes;

(k) a change required to effect the intent expressed in the Partnership's Confidential

Private Placement Memorandum dated February 15, 2018 or the intent of the provisions of this Agreement or that are otherwise contemplated by this Agreement;

(l) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone; or

(m) any other amendments substantially similar to the foregoing.

6.16 Contracts with Affiliates. The Partnership may enter into contracts and agreements with any Partner or any of their respective Affiliates for the purchase or sale of Insurance & Technology interest or other property or for the rendering of services and the sale and lease of domains and proprietary information on such arms-length terms that (i) are no less favorable to the Partnership than those available from unrelated third parties and (ii) that are otherwise fair and reasonable to the Partnership under the circumstances. Notwithstanding the foregoing, any purchase or acquisition by the General Partner of any Royalties or other property from the Partnership shall be subject to the consent of Limited Partners as provided in Section 6.3(a) hereof.

6.17 Tax Matters Partner. The General Partner shall be designated the tax matters partner under Section 6231 of the Internal Revenue Code. The General Partner is authorized to take such actions and to execute and file all statements and forms on behalf of the Partnership which may be permitted or required by the applicable provisions of the Internal Revenue Code or Treasury Regulations issued thereunder. The General Partner shall have full and exclusive power and authority on behalf of the Partnership to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Such power and authority shall include, without limitation, the power and authority to extend the statute of limitations, file a request for administrative adjustment, file suit concerning any Partnership tax matter, and to enter into a settlement agreement relating to any Partnership tax matter.

6.18 Tax Elections. The General Partner shall make such tax elections on behalf of the Partnership as it shall deem appropriate in its sole discretion. Notwithstanding anything in this Agreement to the contrary, the General Partner may, but shall not be required to, make an election under Section 754 of the Internal Revenue Code or corresponding provisions of applicable state income tax law.

ARTICLE VII

TRANSFERS OF UNITS AND REDEMPTION

7.1 General Partner. The General Partner may not sell, assign, transfer or otherwise dispose of all or any part of its general partner interest in the Partnership except with the prior consent of Limited Partners owning at least a majority of Units then outstanding, provided that a sale, assignment or transfer may be made without such consent pursuant to a bona fide merger or other reorganization of the General Partner, a sale of all or substantially all of the General Partner's assets to any Person or a transfer of the General Partner's general partner interest in the Partnership to any Affiliate of the General Partner. Further, nothing contained in this Section 7.1 shall be construed to prevent, or require the consent of Limited Partners in connection with, a disposition by the equity owners of IInsureBid.com, LP of any or all of the issued and outstanding equity interests or securities of IInsureBid.com, LP; provided that any such disposition shall not result in the cessation or withdrawal of IInsureBid.com, LLC, as General Partner of the Partnership. If the Limited Partners' consent to a proposed transfer is required, the General Partner will, concurrently with its request

for such consent, give the Limited Partners written notice identifying the interest to be transferred, the date on which the transfer is to be effective, the proposed transferee and, if applicable, the identity of any proposed substitute General Partner.

7.2 Substitute General Partner. If the Limited Partners consent to a transfer of the General Partner's interests in the Partnership is obtained as above provided, or is not required, the transferee shall become a substitute General Partner hereunder. The substitute General Partner will assume and agree to perform all of the General Partner's duties and obligations hereunder and the transferring General Partner will, upon making a proper accounting to the substitute General Partner, be relieved of any further duties, obligations or liabilities hereunder.

7.3 Limited Partners. Except as is specifically permitted by the provisions of this Article VII, the sale, pledge, hypothecation, assignment, pledge, transfer or other disposition of a Limited Partner's Units, either directly or indirectly, to the Partnership or to any other Person is prohibited without the prior written consent of the General Partner, which consent may be arbitrarily withheld or made conditional by the General Partner in its sole and absolute discretion; provided, however, each Limited Partner shall have the right to assign its respective right to receive proceeds, if any, attributable to the Limited Partner's Units without complying with the provisions of this Article VII.

7.4 Transfers by Gift. Notwithstanding the provisions of Section 7.3, after the Investment Period, a Limited Partner may transfer Units without the consent of the General Partner if the transfer is entirely donative with no consideration to be received for the transfer; provided that any such transfer is made directly to a family member of such Limited Partner or directly in trust for the benefit of any family member of such Limited Partner or directly to an entity in which the transferring Limited Partner and such Limited Partner's family members either (i) collectively have direct or indirect beneficial ownership of at least eighty percent (80.0%) of the outstanding voting rights or voting securities of such entity, or (ii) in the case of a transfer to a limited partnership, the transferring limited partner and such limited partner's family members are the general partners or collectively have direct or indirect beneficial ownership of eighty percent (80%) of the outstanding voting rights or voting securities of such general partner. Transfers of Units pursuant to this Section 7.4 shall be permitted transfers which do not require the giving of a Notice of Right of First Refusal under this Article VII.

7.5 Transfer Under Other Articles. Notwithstanding the provisions of Section 7.3, a transfer pursuant to the provisions of Section 7.13 shall be permitted without the consent of the General Partner and without complying with the Right of First Refusal provisions of this Article VII.

7.6 Notice of Right of First Refusal. Absent the right to make a transfer of Units without the consent of the General Partner pursuant to Section 7.4 or Section 7.3, any Limited Partner who (i) desires to sell, assign, transfer, or otherwise dispose of Units owned by him (herein, the "Offeror Partner"), or any interest therein, to any Person (other than transfers from a Limited Partner to the Partnership which shall not be subject to the provisions of this Section 7.6) and who (ii) has obtained the consent of the General Partner as provided by Section 7.3 shall, not less than fifteen days prior to the date of the proposed sale, assignment, transfer or

other disposition, deliver a Notice of Right of First Refusal to the General Partner and to all other Limited Partners (including the General Partner to the extent of its ownership of Units) other than the Offeror Partner containing the following information:

- (i) the number of Units proposed to be so transferred (the "Offered Units");
- (ii) the terms and conditions of the proposed transfer, including the identity of the proposed transferee(s) and the per Unit price to be charged (if any) for the Units to be transferred and the type and nature of the consideration to be received therefor; and
- (iii) an affirmative offer made by the Offeror Partner to transfer the Offered Units to the Limited Partners (including the General Partner to the extent of its ownership of Units) and the General Partner, in its capacity as such, at a price (the "Offer Price") equal to the total cash price plus the fair market value of any consideration other than cash offered in the proposed transfer for the Offered Units as indicated in the Notice of Right of First Refusal.

The date that the Notice of Right of First Refusal is delivered to the General Partner and the Limited Partners shall constitute the "First Refusal Notice Date".

7.7 Right of First Refusal by Other Limited Partners and the General Partner. The Limited Partners (excluding the Offeror Partner, but including the General Partner to the extent of its ownership of Units) shall have a first option to acquire all or part of the Units offered for transfer in accordance with the provisions of the Notice of Right of First Refusal for a period of ten days following the First Refusal Notice Date, to acquire the Units in accordance with the procedures described in this Section 7.7. The Limited Partners may, by agreement, allocate among themselves the right to acquire all or such part of the Units offered for transfer. In the absence of such an agreement, each Limited Partner will be entitled to deliver written notice to the Offeror Partner, and to the other Limited Partners, within ten days from the First Refusal Notice Date, of such Limited Partner's election to acquire all or any part of such offered Units. The option to acquire such Units shall be allocated among the Limited Partners desiring to purchase Units as follows:

- (i) Each Limited Partner shall be absolutely entitled (but not obligated) to acquire any number of Units that is equal to or less than his proportionate part of such Units, based upon the number of Units owned by each Limited Partner electing to acquire any of the Units;
- (ii) Each Limited Partner electing to acquire more than his proportionate part of the Units under the previous allocation step may acquire a proportionate part of the remainder of the Units which is not previously allocated to other Limited Partners (i.e., because some Limited Partners did not elect to acquire their entire ratable portion under the preceding allocation step), based upon the number of Units owned by each such acquiring Limited Partner who has elected to acquire more

than his proportionate part of the Units;

- (iii) The allocation procedure described in Paragraph (ii) shall be repeated until all of the Units have been allocated among the Limited Partners electing to acquire such Units or until the Limited Partners have elected not to acquire any remaining Units;
- (iv) If the Limited Partners do not elect to acquire all of the Units offered by the Offeror Partner (as defined in Section 7.6), then the General Partner, in its capacity as such, shall have a secondary option, for a period of seven days after the expiration of the option exercise period of the Limited Partners, to purchase any of the Units of the Offeror Partner that have not been acquired by the Limited Partners pursuant to the procedures of this Section 7.7.

If the Limited Partners and, if applicable, the General Partner, have not given written notice of election to acquire all (but not less than all) of the Offered Units within seventeen days after the First Refusal Notice Date, then the Offeror Partner may transfer all of the Offered Units, subject to the provisions of Section 7.9.

7.8 Closing and Tender Requirements. The consummation of any transfer required pursuant to an exercise of option rights created by this Article VI shall constitute the "Closing", and the time and date of such Closing shall constitute the "Closing Date". The Closing shall be held at the principal office of the General Partner, at 10:00 a.m. on or before the thirtieth day subsequent to the date of delivery of the Notice of Right of First Refusal to the Limited Partners and the General Partner, or within such other time period specified in this Agreement in the case of transfers other than pursuant to Section 7.7. At the Closing, the Offeror Partner shall present to the acquiring Limited Partners or the General Partner, as the case may be, all certificates for Units required to be sold in proper form for transfer or, if the Partnership has not issued certificates evidencing the Units, an assignment of the Units in form sufficient to cause the transfer and conveyance of the Units. Such Units shall be transferred free of all liens and encumbrances, or adverse claims of any kind or character. At the Closing, the acquiring Limited Partners or the General Partner, as the case may be, upon receipt of proper tender of the Units, shall tender full payment for the Units in cash. As additional consideration for the purchase of all (but not less than all) of an Offeror Partner's Units by the Limited Partners or the General Partner, the General Partner will use reasonable efforts to remove the Offeror Partner from any primary or contingent liability on any note, loan guaranty or other obligation made to or for the benefit of the Partnership.

7.9 Permitted Transfer Following Right of First Refusal. If all of the Units identified in the Notice of Right of First Refusal are not purchased by the Limited Partners and, if applicable, the General Partner, on or prior to the thirty-second day subsequent to the giving of such notice to the General Partner and the Limited Partners, then all of the Offered Units may be transferred by the Offeror Partner at any time during the ensuing ten day period in strict conformity with the terms and conditions and for the consideration set forth in the Notice of Right of First Refusal. If such third party sale is not completed within the ten day period provided for herein, the Offeror Partner will not be entitled to consummate such sale and may

not sell to such third party or to any other third party unless the Offeror Partner shall have again complied with the provisions of this Agreement.

7.10 Transfers Include Foreclosure. For purposes of this Article VII, a transfer of Units by a Partner shall be deemed to include, but shall not be limited to, any transfer of legal or beneficial ownership by reason of foreclosure under any pledge, hypothecation or similar credit transactions.

7.11 Compliance Required. Absent the right to make a transfer of Units pursuant to Sections 7.4 or 7.5 hereof, any transfer described in this Article VII of a Limited Partner's Units without complying with this Article VII shall be null and void.

7.12 Assignees; Admission of Substituted Limited Partners. (a) An assignee of Units representing a limited partner interest in the Partnership shall become a substituted Limited Partner entitled to all of the rights of a Limited Partner, if, and only if, (i) the General Partner consents to the assignee becoming a Limited Partner, which consent may be arbitrarily withheld or conditioned by the General Partner in its sole and absolute discretion, (ii) the assignee acquires such Units in compliance with this Article VII, (iii) the assignee executes and delivers such instruments, in form and substance satisfactory to the General Partner, as the General Partner may deem necessary or desirable to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement, and (iv) if the General Partner so requires, the assignee reimburses the Partnership for any costs incurred by the Partnership in connection with such assignment and substitution. Upon the satisfaction of such requirements, such assignee shall be admitted as of such date as shall be provided for in any document evidencing such admission as a substituted Limited Partner of the Partnership.

(b) Unless an assignee of an interest in the Partnership becomes a substituted Limited Partner in accordance with the provisions of this Section 7.12, such assignee shall not be entitled to any of the rights granted to a Limited Partner hereunder, other than the right to transfer Units in accordance with the terms of this Agreement and the right to receive allocations of income, gains, losses, deductions, credits and similar items and distributions to which the assignor would otherwise be entitled, to the extent such items are assigned.

(c) The Partnership and the Partners shall be entitled to treat the record holder of any Units as the absolute owner thereof in all respects and shall incur no liability for distributions of cash or other property made in good faith to such holder until such time as a valid written assignment or transfer of such interest that complies with the terms of this Agreement has been received by the General Partner.

(d) A transferee of a part of Units shall succeed to a pro rata portion of the capital account of the transferor relating to the Units so transferred and to the extent attributable to the Units acquired by such transferee shall be obligated for the payment of any unpaid Capital Commitment and for any obligation to return distributions or make other payments to the Partnership.

(e) For income tax purposes, the allocation of costs, revenues, income, gains, losses,

deductions, credits and items of tax preference of the Partnership, including depletion and depreciation, if applicable, attributable to any assigned interest shall be prorated between the assignor and the assignee on the basis of the number of days such interest was held by each of them during the calendar year or any other reasonable basis determined by the General Partner which is consistent with Section 706 of the Internal Revenue Code and applicable Treasury Regulations.

7.13 Removal of the General Partner. Upon the gross negligence, willful misconduct or a breach of any material provision hereof by the General Partner (and which breach has not been cured or the General Partner is not pursuing a remedy on a timely and reasonable basis), Limited Partners owning at least two-thirds of the Units then outstanding may remove the General Partner and select a new General Partner to operate and carry on the business and affairs of the Partnership. Any such successor General Partner will be named in a written notice thereof from the Limited Partners electing to remove the General Partner. The removal of the General Partner and the appointment of the successor General Partner shall be effective only if and when the following conditions have been satisfied:

(a) A successor General Partner shall have been selected and shall have agreed to accept the responsibilities of the General Partner under this Agreement and the TLPL and shall have made arrangements to release the removed General Partner from personal liability on all permitted Partnership indebtedness; and if the Partnership creditors will not consent to such release, the new General Partner shall indemnify, in a manner reasonably satisfactory to the removed General Partner, the removed General Partner for such liability;

(b) This Agreement and the Certificate of Formation of the Partnership shall have been duly amended to name the new General Partner. To the extent required by the laws of any jurisdiction to which the Partnership or this Agreement is subject, the Partners hereby unanimously consent to the admission of such successor General Partner and hereby appoint such successor General Partner as the agent and attorney in fact for each Partner (including, without limitation, the removed General Partner) for the purpose of signing, swearing to and filing an amendment to the Certificate of Formation of the Partnership and all other necessary or appropriate documents in connection with the substitution of such successor General Partner; and

(c) The removed General Partner shall have the option of (a) requiring the Partnership to distribute Partnership properties and assets in kind to the removed General Partner as provided below, or (b) requiring the successor General Partner to purchase from the removed General Partner (i) all of the removed General Partner's general partner interest in the Partnership, (ii) all Units owned by the General Partner, if any, and (iii) the General Partner's option under Section 8.5 hereof at a price equal to the aggregate appraised fair value thereof, all of which shall be paid in cash within thirty days after final determination of the appraised value. Such appraised value shall be determined by a qualified independent appraiser who is mutually agreed upon by both the removed General Partner and the successor General Partner within thirty days after notice of the successor General Partner has been given to the removed General Partner pursuant to this Section 7.13. If the removed General Partner and the successor General Partner cannot mutually agree upon a single independent appraiser within such thirty-day period, they shall each select their own independent appraiser and those two appraisers shall select a third

independent appraiser. The average of the fair values determined by the three independent appraisers shall be the appraised fair value for purposes of this Section 7.13(c). The cost of such appraisal shall be borne equally by the Partnership and by the successor General Partner. In determining the fair value of the General Partner's general partner interest in the Partnership and the Units owned by the General Partner, if any, the independent appraiser(s) will take into account appropriate and customary discount factors in light of the risk of technology related ventures. In addition, for purposes of this Section 7.13(c), the fair value of the General Partner's option under Section 8.5 hereof shall be determined in accordance with Section 8.5 hereof as if the Partnership had liquidated. If the removed General Partner elects to have Partnership properties and assets distributed to it in kind, the Partnership shall distribute to the removed General Partner an undivided 25% interest in all Partnership properties and assets, and that portion of the Income that the General Partner would have been entitled to purchase under Section 8.5 hereof shall be distributed in kind to the removed General Partner. The removed General Partner, at the effective time of its removal, shall cause the successor General Partner to be transferred or assigned all its rights, obligations and interests in contracts entered into by it on behalf of the Partnership. In any event, such General Partner shall cause its rights, obligations and interests in these contracts to terminate at the time of its removal.

7.14 Redemption of Units. If at any time the General Partner determines in its sole and absolute discretion that continued membership of a Limited Partner in the Partnership could constitute or give rise to a violation of applicable law or otherwise subject the Partnership or the General Partner to material onerous legal, tax or regulatory requirements that could have material adverse consequences to the Partnership or the General Partner, including, without limitation, those arising out of any of the matters referenced in Section 6.15(e) hereof, the Partnership may in its sole and absolute discretion, but shall not be obligated to, redeem the Units or other Partnership Securities owned by such Limited Partner as follows:

- (a) The General Partner shall, not later than the 30th day before a date fixed by the General Partner for redemption, give notice of redemption to the Limited Partner, at his last address designated on the records of the Partnership, by registered or certified mail, postage prepaid. The notice shall specify the Units or other Partnership Securities to be redeemed, the date fixed for redemption, the place of payment, and that when payment of the redemption price is sent to the Limited Partner no further allocations or distributions to which the Limited Partner would otherwise be entitled in respect of the Units or other Partnership Securities will accrue or be made.
- (b) The aggregate redemption price for redeemed Units or other Partnership Securities shall be an amount equal to 110% of the total Capital Contribution made by the Limited Partner. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 6.00% annually and payable in three equal annual installments of principal together with accrued interest, commencing one month after the redemption date.
- (c) After the redemption date, redeemed Units or other Partnership Securities selected

for redemption shall no longer constitute issued and outstanding Partnership Units or other Partnership Securities and the Limited Partner owning such Units or other Partnership Securities shall be deemed to have withdrawn from the Partnership.

ARTICLE VIII

WINDING UP

8.1 Events Requiring Winding Up. The Partnership shall be wound up upon the occurrence of any of the following:

- (a) Twenty years from the date of filing of the Certificate of Formation of the Partnership with the Secretary of State of the State of Texas;
- (b) The written election by the General Partner at any time after five years from the expiration of the Investment Period;
- (c) The sale or other disposition of all or substantially all of the property then owned by the Partnership;
- (d) The occurrence of an event described in Section 6.12 of this Agreement;
- (e) The consent in writing of the General Partner and Limited Partners owning at least a majority of the Units then outstanding;
- (f) Upon the death or permanent and total disability during the Investment Period of either Brian Blackwell or upon the death or permanent and total disability of Brian Blackwell at any time after the expiration of the Investment Period, the consent in writing of Limited Partners owning at least a majority of the Units then outstanding; or
- (g) foreclosure upon the General Partner's general partner interest in the Partnership by any creditor of the General Partner.
- (h) The occurrence of an event described in Section 2.6(a) or 2.6(b) of this Agreement

The withdrawal, death, insanity or other termination of existence or capacity of a Limited Partner shall not dissolve or terminate the Partnership. No estate, personal representative of any deceased or insane Limited Partner or of any Limited Partner whose existence has terminated or ceased or any other successor to a Limited Partner's interest will have the right to withdraw any part of such Limited Partner's share of Partnership capital prior to the termination of the Partnership, and such estate, personal representative or other successor shall have only the rights provided by Section 7.12(b) hereof unless and until admitted as a substituted Limited Partner in accordance with Section 7.12(a) hereof.

8.2 Winding Up of Affairs and Distribution of Assets. Upon winding up of the

Partnership, the General Partner shall act as liquidator or may appoint in writing one or more liquidators who shall have full authority to wind up the affairs of the Partnership and make final distribution as provided herein; provided, however, that if one of the events specified in Section 7.13, 8.1(d) or 8.1(g) has occurred, the liquidator shall be a person selected by Limited Partners owning at least a majority of the Units then outstanding. The liquidator shall continue to operate the Partnership properties with all of the power and authority of the General Partner.

(a) As promptly as possible after winding up and again after final liquidation, the liquidator may, and if requested by Limited Partners owning a majority of the Units then outstanding shall, cause a proper accounting to be made by the Partnership's independent accountants of the Partnership's assets, liabilities and operations through the last day of the month in which the dissolution occurs or the final liquidation is completed, as appropriate.

(b) The liquidator shall pay all of the debts and liabilities of the Partnership (including all expenses incurred in liquidation) or otherwise make adequate provision therefor (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for payment of such items as the liquidator may reasonably determine). After making payment or provision for payment of all debts and liabilities of the Partnership, the Partners' capital accounts shall then be adjusted by payment of (i) assuming the sale of all remaining assets of the Partnership for cash at their respective fair market values (as determined by the liquidator using such reasonable method of valuation as it may adopt) as of the date of termination of the Partnership, (ii) assuming the distribution of such cash at such time in the percentages required under Section 4.4, and (iii) debiting or crediting each Partner's capital account with its respective share of the hypothetical gains or losses resulting from such assumed sales in the same manner as each such capital account would be debited or credited with gains or losses on actual sales of such assets. The liquidator shall then by payment of cash or property (valued as of the date of termination of the Partnership at its fair market value in the manner provided above) distribute such cash or property among the Partners in accordance with the positive balances of their respective capital accounts in accordance with Article V, as determined after taking into account all capital account adjustments for the taxable year of the Partnership during which the liquidation of the Partnership occurs. Such a distribution shall be in cash or in kind as determined by the liquidator. Any distribution to the Partners in liquidation of the Partnership shall be made by the later of either the end of the taxable year in which the liquidation occurs or 90 days after the date of such liquidation. For purposes of the preceding sentence, the term "liquidation" shall have the same meaning as set forth in Treasury Regulation § 1.704-1(b)(2)(ii) as in effect at such time. Each Partner shall have the right to designate another person to receive any property which otherwise would be distributed in kind to that Partner pursuant to this Section 8.2.

(c) The liquidator may, but shall not be required to, distribute to the Partners, in lieu of cash, as tenants in common, undivided interests in such Partnership assets as the liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if, in the good faith judgment of the liquidator, such distributions in kind are in the best interest of the Limited Partners, and shall be subject to such conditions relating to the disposition and management of such properties as the liquidator deems reasonable and equitable and to any agreement governing the operation of such properties at such time. The liquidator shall

determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

(d) Except as expressly provided herein, the liquidator shall comply with any applicable requirements of the TLPL and all other applicable laws pertaining to the winding up of the affairs of the Partnership and the final distribution of its assets.

(e) Notwithstanding any provision in this Agreement to the contrary, no Partner shall be obligated to restore a deficit balance in its capital account at any time.

The distribution of cash and/or property to the Partners in accordance with the provisions of this Section 8.2 shall constitute a complete return to the Partners of their Capital Contributions and a complete distribution to the Partners of their interests in the Partnership and all Partnership property.

8.3 Cancellation of Certificate. Upon completion of the distribution of Partnership assets as provided herein, the Partnership shall be terminated, and the General Partner (or, if there shall be no General Partner, the Limited Partners) shall cause the cancellation of the Certificate of Formation and any other filings made pursuant to Section 2.7 and shall take such other actions as may be necessary to terminate the Partnership.

8.4 Distribution of Properties. With respect to any interest in Partnership properties distributed in-kind, such interest will be distributed subject to any agreements with respect to such properties.

8.5 General Partner's Post-Liquidation Option. (a) After final liquidation of the Partnership and if any Partnership properties have been distributed in-kind to the Limited Partners, the General Partner or any Affiliate designated by the General Partner shall have a first and prior option, for a period of thirty days after liquidation of the Partnership, to purchase from each Limited Partner an undivided interest in the properties distributed to each Limited Partner in liquidation of the Partnership. The aggregate undivided interest that the General Partner shall have the right to purchase is equal to that interest which, after giving effect to the balancing of the capital accounts for all of the Partners, will result in the properties distributed being owned 25% by the General Partner and 75% by the Limited Partners as a class. The property interest that the General Partner shall have the right to purchase from each Limited Partner shall be in the proportion that the capital account balance of each Limited Partner bears to the aggregate capital account balances of all Limited Partners. The purchase price payable to each Limited Partner shall be paid in cash and in an amount equal to 75% of the adjusted basis of the properties distributed to each Limited Partner and which is subject to the General Partner's option under this Section 8.5, calculated as follows: $75.0\% \times \frac{1}{4} \times$ the adjusted basis of such properties.

As provided in Section 8.1(c) of this Agreement, the Partnership will be wound up upon the sale of all or substantially all of the assets of the Partnership. In this event, the General Partner and the Partnership may take such steps as may be necessary or advisable, in the sole discretion of the General Partner, to cause the winding up and liquidation of the Partnership simultaneously with the sale of the Partnership's property. Accordingly, for purposes of this

Section 8.5(a), the Partnership shall be deemed to have distributed the Partnership property in-kind to the Limited Partners immediately prior to, or simultaneously with, the sale transaction, thereby allowing the General Partner to exercise its liquidation option and purchase from each Limited Partner an undivided interest in the property deemed to have been distributed, in the percentage amounts and for the purchase price described above in this Section 8.5(a).

(b) For purposes of administrative convenience and to avoid unnecessary interruptions, delays and costs, each Limited Partner and each assignee hereby constitutes and appoints the General Partner as his true and lawful agent and attorney-in-fact with full power and authority in his name, place and stead to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices all deeds, assignments, bills of sale, conveyances, and other documents or instruments which the General Partner deems necessary or advisable to effect the assignment and transfer of any income or interest therein pursuant to the provisions of this Section 8.5. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest and it shall survive and not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of the Partnership or of any Limited Partner or assignee, or the transfer of all or any portion of such Limited Partner's or assignee's Partnership interest, and such power of attorney shall extend to such Limited Partner's or assignee's heirs, successors, assigns and personal representatives. Each such Limited Partner or assignee hereby agrees to be bound by any act taken by the General Partner in good faith pursuant to such power of attorney, and each such Limited Partner or assignee hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney. In furtherance of the intent and purposes of this Section 8.5, if the General Partner elects to exercise its option as provided for herein, the General Partner may cause any assignment or distribution of Partnership Royalty that is made to the Limited Partners in kind to be for a percentage interest net of the interest that the General Partner purchases under this Section 8.5.

ARTICLE IX

RIGHTS OF LIMITED PARTNERS

9.1 Rights of Limited Partners. Each of the Limited Partners, but not an assignee, shall have the right to (a) have the Partnership books and records (including, without limitation, those required under the TLPL) kept at the principal office of the Partnership and at all reasonable times to inspect and copy any of them at the sole expense of such Limited Partner; (b) have on demand true and full information of all things affecting the Partnership and a formal account of Partnership affairs whenever circumstances render it just and reasonable; (c) have dissolution and winding up of the Partnership by decree of court as provided for in the TLPL; and (d) exercise all rights of a limited partner under the TLPL (except to the extent otherwise specifically provided herein). Notwithstanding the foregoing, the Limited Partners shall not have the right to receive data pertaining to the properties of the Partnership if the General Partner or the Partnership is subject to an agreement prohibiting the distribution of such data or if the General Partner shall otherwise determine that such data is Confidential Information.

9.2 Limitations on Limited Partners. The Limited Partners shall not (a) be permitted

to take part in the business or control of the business or affairs of the Partnership; (b) have any voice in the management or operation of any Partnership property; or (c) have the authority or power to act as agent for or on behalf of the Partnership or any other Partner, to do any act which would be binding on the Partnership or any other Partner, or to incur any expenditures on behalf of or with respect to the Partnership. No Partner shall hold out or represent to any third party that the Limited Partners have any such power or right or that the Limited Partners are anything other than "limited partners" in the Partnership.

9.3 Liability of Limited Partners. The Limited Partners shall not be liable to the Partnership or for the debts, liabilities, contracts or other obligations of the Partnership, except (a) for any unpaid Capital Commitment agreed to be made by such Limited Partner, (b) to the extent of the Limited Partner's share of the assets (including undistributed revenues) of the Partnership and (c) as otherwise provided in the TLPL.

9.4 Withdrawal and Return of Capital Contributions. No Limited Partner shall be entitled to (a) withdraw from the Partnership except upon the assignment by such Limited Partner of all of its interest in the Partnership in accordance with Article VII, or (b) the return of its Capital Contributions except to the extent, if any, that distributions made pursuant to the express terms of this Agreement may be considered as such by law or upon winding up and liquidation of the Partnership, and then only to the extent expressly provided for in this Agreement and as permitted by law.

9.5 Outside Activities of the Limited Partners. Any Limited Partner shall be entitled to and may have business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business venture of any Limited Partner.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties. Each Limited Partner acknowledges and agrees that its Partnership Units are being purchased for such Limited Partner's own account as part of a private offering, exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and all applicable state securities or blue sky laws, for investment only and not with a view to the distribution or other sale thereof and that an exemption from registration under the Securities Act or any applicable state securities laws under the Securities Act or any applicable state securities laws may not be available if the Partnership Units are acquired by such Limited Partner with a view to resale or distribution thereof under any conditions or circumstances as would constitute a distribution of such Partnership Units within the meaning of the Securities Act or applicable state securities laws. Accordingly, each Limited Partner represents and warrants to the General Partner, the Partnership and all other interested parties that:

(a) such Limited Partner has sufficient financial resources to continue such Limited Partner's investment in the Partnership for an indefinite period.

(b) such Limited Partner has adequate means of providing for his current needs and contingencies and can afford a complete loss of his investment in the Partnership.

(c) no other Person will acquire, directly or indirectly, any interest in such Limited Partner's Partnership Units (or any portion thereof) as a result of such Limited Partner's acquisition of such Partnership Units pursuant to this Agreement.

(d) it is such Limited Partner's intention to acquire and hold its Partnership Units solely for its private investment and for its own account and with no view or intention to distribute, resell, assign, pledge, mortgage, hypothecate or otherwise transfer or dispose of such Partnership Units (or any portion thereof).

(e) such Limited Partner has no contract, undertaking, agreement or arrangement with any Person to sell or otherwise transfer to any Person, or to have any Person sell on behalf of such Limited Partner, its Partnership Units (or any portion thereof), and such Limited Partner is not engaged in and does not plan to engage within the foreseeable future in any discussion with any Person relative to the sale or any transfer of its Partnership Units (or any portion thereof).

(f) such Limited Partner is not aware of any occurrence, event or circumstance upon the happening of which such Limited Partner intends to attempt to sell, transfer or otherwise dispose of its Partnership Units (or any portion thereof), and such Limited Partner does not have any present intention of selling, transferring, or otherwise disposing of its Partnership Units (or any portion thereof) after the lapse of any particular period of time.

(g) such Limited Partner, by making other investments of a similar nature and/or by reason of its business and financial experience or the business and financial experience of those Persons it has retained to advise such Limited Partner with respect to its investment in the Partnership, is a sophisticated investor who has the capacity to protect its own interest in investments of this nature and is capable of evaluating the merits and risks of this investment.

(h) such Limited Partner has had all documents, records, books and due diligence materials pertaining to this investment made available to such Limited Partner and such Limited Partner's accountants and advisors; such Limited Partner has also had an opportunity to ask questions of and receive answers from the General Partner concerning this investment; and such Limited Partner has all of the information deemed by such Limited Partner to be necessary or appropriate to evaluate the investment and the risks and merits thereof.

(i) such Limited Partner has a close business association with the General Partner or certain of its Affiliates thereby making the Limited Partner a well-informed investor for purposes of this investment.

(j) such Limited Partner is aware of the following:

(i) the Partnership is or will be newly organized and has no financial or operating history and, further, the investment in the Partnership is

speculative and involves a high degree of risk of loss by the Limited Partner of its entire investment, with no assurance of any income from such investment;

- (ii) no federal or state agency has made any finding or determination as to the fairness or merits of the investment, or any recommendation or endorsement, of such investment;
- (iii) there are substantial restrictions on the transferability of the Partnership Units of such Limited Partner, there will be no public market for the Partnership Units and, accordingly, it may not be possible for such Limited Partner readily to liquidate its investment in the Partnership in case of emergency;
- (iv) any federal or state income tax benefits which may be available to such Limited Partner may be lost through changes to existing laws and regulations or in the interpretation of existing laws and regulations; such Limited Partner in making this investment is relying, if at all, solely upon the advice of its own tax advisors with respect to the tax aspects of an investment in the Partnership; and
- (v) In forming this Partnership, the Limited Partners recognize and acknowledge that the business of the Partnership is highly speculative and that the General Partner makes no guarantee or representation to any Limited Partner as to the possibility or probability of gain or against loss from the conduct of the business of the Partnership or the return of its respective Capital Contributions.

(k) such Limited Partner further covenants and agrees that (A) its Partnership Units will not be resold unless the provisions set forth in Article VII above are complied with, and (B) such Limited Partner shall have no right to require registration of its Partnership Units under the Securities Act or applicable state securities laws, and in view of the nature of the Partnership and its business, such registration is neither contemplated nor likely.

(l) such Limited Partner is an "accredited investor" in that he comes within one or more of the following categories:

(1) A bank as defined in Section 2(a)(2) of the Securities Act of 1933 (the "Securities Act") or any savings and loan association or other institution as defined in Section 2(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Securities Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; employee benefit plan within the meaning of Title I of the Employee Retirement

Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) A director, executive officer, or general partner of the Partnership, or any director, executive officer, or general partner of a general partner of the Partnership;

(5) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

(6) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of these years and has a reasonable expectation of reaching the same income level in the current year;

(7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring these securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 of Regulation D under the Securities Act; and

(8) An entity in which all of the equity owners are accredited investors.

10.2 Indemnification. The undersigned Limited Partner acknowledges that he understands the meaning and legal consequences of the representations, warranties and covenants set forth in Section 10.1 above and that the General Partner and each officer, director and partner thereof have relied and will rely upon such representations, warranties and covenants, and such Limited Partner hereby agrees to indemnify and hold harmless the General Partner and each officer, director and partner thereof, and their respective controlling persons and agents from and against any and all loss, claim, damage, liability or expense, and any action in respect thereof, joint or several, to which any such person may become subject, due to or arising out of a breach of any such representation, warranty or covenant, together with all reasonable costs and expenses (including attorneys' fees and disbursements) incurred by any such person in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters so indemnified against.

10.3 Survival. All representations, warranties and covenants contained in this

Agreement, and the indemnification contained in Section 10.2 above, shall survive (i) the acceptance of the Agreement by those persons who have acquired Units in the Partnership and (ii) the death, disability, dissolution or termination of the undersigned Limited Partner.

ARTICLE XI

POWER OF ATTORNEY

11.1 Power of Attorney. Each Limited Partner and each assignee hereby constitutes and appoints the General Partner and, if a liquidator (other than the General Partner) shall have been selected pursuant to Section 8.2, the liquidator, severally (and any successor to the liquidator by merger, transfer, assignment, election or otherwise), and each of their respective authorized managers, partners and officers and attorneys-in-fact, as the case may be, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead to:

(a) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) all certificates, documents and other instruments (including this Agreement and the Certificate of Formation and all amendments or restatements thereof) that the General Partner or liquidator deems necessary or appropriate to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Texas and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all certificates, documents and other instruments that the General Partner or liquidator deems necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement; (C) all certificates, documents and other instruments (including conveyances and a certificate of cancellation) that the General Partner or liquidator deems necessary or appropriate to reflect the winding up and liquidation of the Partnership pursuant to the terms of this Agreement; (D) all certificates, documents and other instruments (including this Agreement and the Certificate of Formation and all amendments or restatements hereof or thereof) relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, this Agreement or the Capital Contribution of any Partner; (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any class or series of Partnership Securities issued pursuant to Section 3.3; and (F) all certificates, documents and other instruments (including agreements and a certificate of merger or consolidation or similar certificate) relating to a merger, consolidation, combination or conversion of the Partnership.

(b) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates and other instruments necessary or appropriate, in the sole discretion of the General Partner or liquidator, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Partners hereunder or is consistent with the terms of this Agreement or is necessary or appropriate, in the sole discretion of the General Partner or liquidator, to effectuate the terms or intent of this Agreement, provided, that when required by any other provision of this Agreement that establishes a certain percentage of the Limited Partners or of the Limited Partners of any class or

series required to take any action, the General Partner and the liquidator may exercise the power of attorney made in this Section 11.1(b) only after the necessary vote, consent or approval of such percentage of the Limited Partners or of the Limited Partners of such class or series, as applicable;

(c) sign, execute and file with any federal or state agencies, department, bureaus, offices or authorities, any documents or instruments related to the Partnership or its business that the General Partner or liquidator in its sole discretion determines should be filed, including any statements, notices or communications now or hereafter required or permitted to be filed under any law, rule or regulation of the United States or any state.

(d) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest and it shall survive and, to the maximum extent permitted by law, shall not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Limited Partner or assignee and the transfer of all or any portion of such Limited Partner's or assignee's Partnership interest and shall extend to such Limited Partner's or assignee's heirs, successors, assigns and personal representatives. Each such Limited Partner or assignee hereby agrees to be bound by any representation made by the General Partner or the liquidator acting in good faith pursuant to such power of attorney, and each such Limited Partner or assignee hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner or the liquidator taken in good faith under such power of attorney. Each Limited Partner or assignee shall execute and deliver to the General Partner or the liquidator, within 15 days after receipt of the request therefor, such further designations, powers of attorney and other instruments as the General Partner or the liquidator deems necessary to effectuate this Agreement and the purposes of the Partnership.

(e) Nothing contained in this Section 11.1 shall be construed as authorizing the General Partner to amend this Agreement except as may be expressly provided for in this Agreement.

ARTICLE XII

CONFIDENTIALITY

12.1 Confidentiality. In connection with the purposes of the Partnership and its business activities, the General Partner and the Partnership may disclose to the Limited Partners certain Confidential Information. Each Limited Partner agrees: (i) to hold the Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Limited Partner employs with respect to its confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person and (iii) not to make any use whatsoever at any time of such Confidential Information except for a proper Partnership purpose and except to evaluate internally its business relationship with the Partnership. Notwithstanding the foregoing, Limited Partners may disclose the Confidential Information or portions thereof to those of its directors, officers, employees, accountants, attorneys, consultants, advisors, agents and representatives (collectively, the "Representatives") who need to know such information for the

purpose of evaluating the Partnership and its activities. Each Limited Partner shall instruct all Affiliates (including their Representatives) to comply with this Section 12.1. If any Limited Partner or any of its Representatives becomes legally compelled to disclose any of the Confidential Information, the Limited Partner will provide the General Partner with reasonably prompt written notice of such requirement to the extent practicable and unless prohibited by applicable law or court order will exercise its reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. The Limited Partners are hereby authorized to make disclosures of Confidential Information to the extent that such disclosure is required by law or is requested by any governmental or regulatory authority having jurisdiction over the Limited Partner. Each Limited Partner acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this Article XII would cause irreparable harm to the Partnership for which damages are not an adequate remedy and that the General Partner and the Partnership shall therefore be entitled to seek equitable relief in addition to all other remedies available at law.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Notices. All notices, elections, demands or other communications required or permitted to be made or given pursuant to this Agreement shall be in writing and shall be considered as properly delivered, given or made (a) on the date of actual delivery or refusal of delivery if given by personal delivery, (b) on the date when sent by registered or certified mail or first class United States mail, postage prepaid, (c) if sent by expedited overnight delivery service, on the date of delivery with proof of delivery or refusal of delivery, or (d) on the date when sent via facsimile or electronic communication with confirmation of delivery, in each case addressed to the respective addressee(s). Any Partner may change its address by giving notice in writing to the other Partners of his or her new address.

13.2 Amendment. This Agreement may be changed, modified or amended only by an instrument in writing agreed upon by the General Partner and Limited Partners holding a majority of the Units then outstanding, except as provided in Section 3.3(e) and Section 6.15 of this Agreement. The General Partner shall notify all Partners upon final adoption of any proposed amendment.

13.3 Partition. Each of the Partners hereby irrevocably waives for the term of the Partnership any right that such Partner may have to maintain any action for partition with respect to the Partnership property.

13.4 Entire Agreement. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

13.5 Severability. Every provision in this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13.6 No Waiver. The failure of any Partner to insist upon strict performance or a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Partner's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

13.7 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Texas.

13.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Partners, and their respective heirs, devisees, personal representatives, successors and assigns.

13.9 No Warranty of Title. No assignment or conveyance made by the General Partner to any Limited Partner pursuant hereto shall contain any warranty of title.

13.10 Right to Rely Upon the Authority of General Partner. No person dealing with the General Partner shall be required to determine its authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority. In addition, no purchaser of any property or interest owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith.

13.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that no Partner may sell, assign, transfer or otherwise dispose of all of any part of its rights or interest in the Partnership or under this Agreement except in accordance with Article VII.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be considered an original. All counterparts shall be but one agreement, and shall be binding upon each party who executes any counterpart or a Limited Partner Signature Page which is, on its face, intended to be attached to such a counterpart.

13.13 Consent of Partners. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

13.14 Facsimile Signatures. The use of facsimile signatures or electronically communicated signatures affixed in the name and on behalf of a Partner is expressly permitted by this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the day and year hereinafter shown.

GENERAL PARTNER:

IINSUREBID.COM, LLC

By: _____

By: _____

Attachment I

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted as Limited Partners to the Partnership, pursuant to powers of attorney now and hereafter executed in favor of, and granted and delivered to the General Partner pursuant to Section 11.1(a) hereof.

By: _____

By: _____

Exhibit A
Limited Partner Interest

Name of Limited Partner: _____

Mailing Address: _____

Capital Contribution: _____

Ownership Interest: _____ **(Ex. \$10,000 = 2% or 2units)**