

EQUITY PURCHASE AGREEMENT

This EQUITY PURCHASE AGREEMENT (this “Agreement”) is entered into as of November 29, 2022 (the “Effective Date”), by and among the Oregon Trail Trust (“OTT”), Jacob Silberberg (“Silberberg”), Lisa Burgess (“Burgess”), Edward Flanagan (“Flanagan”), and Northeast Digital and Wireless, Inc., a Delaware corporation (“Purchaser”). Together, OTT, Silberberg, Burgess and Flanagan are collectively referred to herein as the “Sellers”. The Sellers and Purchaser are collectively referred to herein as the “Parties” or individually as a “Party.”

W I T N E S S E T H:

WHEREAS, Sellers are the owners of one hundred percent (100%) of the equity interests (the “Equity Interests”) of Oregon Trail Broadcasting, LLC, a Delaware limited liability company (the “Company”);

WHEREAS, the Company owns and operates a business involving the ownership, operation and financing of radio stations in the United States (the “Business”); and

WHEREAS, Sellers are willing to sell and convey, and Purchaser is willing to purchase and assume, the Equity Interests, on the terms and conditions set forth in this Agreement (the “Purchase”).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained and other valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the Parties hereby, intending to be legally bound, represent, warrant, covenant and agree as follows:

ARTICLE 1

DEFINED TERMS

As used herein, the terms defined in Appendix A shall have the respective meanings set forth therein. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa, and the reference to any gender shall be deemed to include all genders. Unless otherwise specified or the context otherwise clearly requires: (i) references to “hereof,” “herein” or similar terms are intended to refer to this Agreement as a whole and not to a particular Section; (ii) references to “this Section” or “this Article” are intended to refer to the entire Section or Article of this Agreement and not to a particular Subsection thereof; and (iii) the words “include,” “includes” and “including” shall be deemed to be followed by the phrases “without limitation” and “but not limited to.”

ARTICLE 2

PURCHASE AND SALE OF EQUITY INTERESTS

Section 2.1. Agreement to Buy and Sell Equity Interests.

(a) Purchase of Equity Interests. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers hereby agree to sell, assign, transfer, and deliver to Purchaser, and Purchaser agrees to purchase, acquire, and accept from Sellers, the Equity Interests, representing one hundred percent (100%) of the equity of the Company, free and clear of liens of any nature whatsoever.

Section 2.2. Purchase Price.

(a) Purchase Price.

(i) The total purchase price (the "Purchase Price") for the Equity Interests to be transferred hereby shall be the sum of five thousand dollars (\$5,000.00).

(ii) In entering into this Agreement, Purchaser and each Seller acknowledges that he, she or it has relied, or will be relying, solely upon his, her or its own independent investigation, review and analysis of the Company and the representations and warranties set forth herein, and acknowledges that he, she or it has been, or will be, provided access to the personnel, properties, premises and records of the Sellers and the Company relating to the Business for such purpose. Purchaser further acknowledges that any information provided or to be provided with respect to the Business and/or Company was obtained from a variety of sources of information provided by third parties and disclosed to Purchaser and that neither Sellers nor Company has made any independent investigation or verification of such third-party information and makes no representations or warranties as to the accuracy, truthfulness or completeness of such information, except as otherwise expressly set forth in this Agreement. No Party may assert any claim or demand against any other Party based upon such Party's reliance on oral or written statements, representations or information pertaining to the Company, or the operation thereof, furnished by any other parties other than the representations and warranties set forth in this Agreement.

(viii) The Company has permitted Sellers and Purchaser full access to all books of accounts and other financial records of Company relating to the line of business in which the Company is engaged.

(ix) The express representations and warranties of Sellers contained in this Section 2.2 are in lieu of and Sellers expressly disclaim and Purchaser hereby waives, any other warranties, express or implied, with respect to the quality, quantity, or condition, financial or otherwise, of Company or the Business except as otherwise contained in this Agreement.

(x) Purchaser may not make a claim for indemnification or warranty after the Closing for defects, either patent or latent and the Parties agree that in the event of any such claim, the maximum liability of any Party to any other Party arising out of or in connection with this Agreement or the transactions contemplated hereby, other than the payment of the Purchase Price from Purchaser to the Sellers, is \$1.00.

(b) Payment of Purchase Price. Purchaser shall pay the Purchase Price by wire transfer of immediately available funds or by check to such account (or accounts) designated by Sellers in written instructions to Purchaser at least five (5) days' prior to the Closing.

Section 2.3. Closing.

(a) Closing. Unless this Agreement shall have been terminated pursuant to Section 7.1, and subject to the satisfaction or, to the extent permitted by this Agreement and Applicable Law, waiver of the conditions set forth in Article 6 (other than those which require delivery of documents at the Closing), the closing of the Purchase (the "Closing") shall take place within five (5) business days following the receipt of the applicable FCC consents, or any other subsequent date or dates agreed to in writing by the parties. The date the Closing occurs shall be referred to as the "Closing Date."

(b) Closing Deliveries of Sellers. At the Closing, Sellers shall assign and transfer to Purchaser all of Sellers' right, title and interest in and to the Equity Interests, free and clear of any liens of any nature whatsoever.

(c) Closing Deliveries of Purchaser. At the Closing, the Purchaser shall provide the following:

(i) The wire transfer of immediately available federal funds or payment by check, in an amount equal to the Purchase Price, along with any other payment or fee obligations contained herein, to the account directed by Sellers; and

(ii) Any other documents and consents necessary to complete this transaction.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

The Sellers represent and warrant to Purchaser on the Effective Date and on the Closing Date, as applicable, as if made on each such date, the following (except any representations and warranties that are specifically noted as being given, and which hereby are given, by the Sellers or the Shareholders, as applicable):

Section 3.1. Organization and Business; Power and Authority; Effect of Transaction.

(a) The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The Company has all requisite power and authority necessary to execute and deliver, and to perform its obligations under, this Agreement and to consummate the transaction and the other transactions contemplated hereby and thereby.

(c) This Agreement has been duly executed and delivered by the Sellers constitutes the legal, valid and binding obligation of the Sellers, enforceable against the Sellers in accordance with their respective terms.

(d) Upon the consummation of the Purchase, Purchaser shall own the Equity Interests free and clear of any liens.

(e) The Equity Interests constitute 100% of the outstanding equity interests of the Company, and the Equity Interests are duly authorized, validly issued, and fully paid. Other than the Equity Interests, there are no other issued and outstanding equity interests in the Company and there are no outstanding or authorized options, warrants, rights, agreements or commitments to which Company or any Seller is a party or which is binding upon Company or any Seller relating to the issuance, disposition or acquisition of any equity interests in the Company. There are no outstanding or authorized appreciation, phantom shares or similar rights with respect to the Company.

(f) All of the Equity Interests are owned solely and directly by Sellers, and each Seller warrants that he, she or it has all right, title and interest to his, hers or its Equity Interests, free and clear of any liens, charges, claims, pledges, voting trusts, proxies, security holder or similar agreements, encumbrances or restrictions, other than applicable securities law restrictions.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers on the Effective Date and on the Closing Date, as if made on each such date, as follows:

Section 4.1. Organization and Business; Power and Authority; Effect of Transaction.

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Purchaser has all requisite organizational power and authority necessary to enable it to execute and deliver, and to perform its obligations under, this Agreement and to consummate the Purchase and other transactions contemplated hereby and thereby.

(c) Securities Law Matters. Purchaser: (a) is acquiring the Equity Interests for investment purposes only, for its own account, and not as nominee or agent for any other Person, and not with a view to, or for resale in connection with, any “distribution” or “resale” thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Equity Interests, (c) is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act, and (e) has not been formed solely for the purpose of purchasing the Equity Interests. Purchaser further acknowledges that the Equity Interests have not been registered

under the Securities Act and may be sold or otherwise disposed of only either pursuant to an effective registration statement under such Act or pursuant to an exemption from the registration requirements of such Act.

(d) Purchaser is in compliance with the requirements of the Communications Act of 1934, as amended, and the rules and regulations of the FCC, to request and receive consent to be the transferee of control of the Company.

ARTICLE 5

COVENANTS

Section 5.1. Further Assurances. At any time and from time to time after the Closing Date, at the request of Purchaser, as promptly as reasonably practicable, Company and Sellers, as applicable, shall execute and deliver to Purchaser such instruments of transfer, conveyance, assignment and confirmation, in addition to those executed and delivered by the Sellers at the Closing, take such action as Purchaser may reasonably deem necessary or desirable in order to more effectively consummate to Purchaser, and to permit Purchaser to exercise all rights with respect to the Business and otherwise to give full effect to the provisions of this Agreement, the Purchase and the transactions contemplated hereby and thereby.

Section 5.2. Control. Sellers and Purchaser acknowledge and agree that at all times commencing on the date hereof and ending on the Closing Date, neither Purchasers, acting as an entity and not as individuals, nor any of their employees, agents or representatives not directly involved in the management of Company, directly or indirectly, shall, or have any right to, control, direct or otherwise supervise, or attempt to control, direct or otherwise supervise any of the management or operations of the Company, it being understood that the operation, management, control and supervision of all programs, equipment, operations and other activities of the Company shall be the sole responsibility of Company and its officers, directors and members, and at all times prior to the Closing Date remain within the complete control and discretion of Company.

ARTICLE 6

CLOSING CONDITIONS

Section 6.1. Conditions to Obligations of Each Party.

The respective obligations of each Party to consummate the transactions hereunder shall be subject to the satisfaction or, to the extent permitted by Applicable Law, waiver at or prior to the Closing Date, of the following conditions:

(a) No legal action shall be pending or threatened before any Authority seeking to enjoin, restrain, prohibit or make illegal the consummation of the transaction;

(b) No Party hereto shall be the subject of a petition for bankruptcy; and

(c) The Parties shall have received the requisite consent of the FCC to the transfer of control of the Company from Sellers to Purchaser.

ARTICLE 7

TERMINATION, AMENDMENT AND WAIVER

Section 7.1. Termination. This Agreement may be terminated at any time prior to the Closing, only pursuant to the following provisions:

(a) By mutual consent of Sellers, on the one hand, and Purchaser, on the other hand; or

(b) By Sellers, on the one hand, or Purchaser, on the other hand, if any permanent injunction, decree or judgment of any Authority restraining, enjoining, or otherwise prohibiting the consummation of the transaction shall have become final and nonappealable;

Subject to the provisions of the preceding paragraph, the term "Termination Date" shall mean the first anniversary of the date of this Agreement, or such other date as the parties may from time to time, mutually agree. The right of the Sellers or Purchaser to terminate this Agreement pursuant to this Section 7.1 shall remain operative and in full force and effect regardless of any investigation made by or on behalf of either Party, any Person controlling any such Party or any of their respective representatives, whether prior to or after the execution of this Agreement.

Section 7.2. Effect of Termination. Except as provided in this Section 7.2, Section 8.3 and Section 8.15 in the event of the termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of either Party, or any of their respective equity holders, officers, directors, employees, or representatives to the other; provided, however, that: (a) such termination shall not relieve any Party from any liability to the other Parties for or in respect of any material breach of this Agreement, (b) if it shall be judicially determined that termination of this Agreement was caused by the breach of this Agreement, or any representations and warranties set forth herein, then, in addition to other remedies at Law or equity for breach of this Agreement, the Party so found to have intentionally breached this Agreement shall be liable to the other Party for any direct or indirect damages, and shall indemnify and hold harmless the other Parties hereto for their respective direct and indirect out-of-pocket costs, including the fees and expenses of their counsel, accountants, financial advisors and other experts and advisors, as well as fees and expenses incident to the negotiation, preparation and execution of this Agreement and related documentation, and (c) the foregoing provisions shall not limit or restrict the availability of injunctive relief and specific performance set forth in Section 8.5.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1. Waivers; Amendments. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by the Sellers and Purchaser expressly stating that such instrument is intended to amend, modify, supplement, waive, discharge or terminate this Agreement or such term hereof. No delay on the part of either Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. Any waiver or consent may be given subject to satisfaction of conditions stated therein. The failure to insist upon the strict provisions of any covenant, term, condition or other provision of this Agreement or to exercise any right or remedy hereunder shall not constitute a waiver of any such covenant, term, condition or other provision hereof or default in connection therewith. The waiver of any covenant, term, condition or other provision hereof or default hereunder shall not affect or alter this Agreement in any other respect, and each and every covenant, term, condition or other provision of this Agreement shall, in such event, continue in full force and effect, except as so waived, and shall be operative with respect to any other then existing or subsequent default in connection herewith, unless specifically stated so in writing.

Section 8.2. Securing FCC Consent. Following the execution of this Agreement, the Parties will work together in good faith to promptly (and in any event within five (5) business days of the execution of this Agreement) complete and execute those portions of the applications for the FCC consent applicable to the Party, which portions of the applications shall be in form and substance acceptable for filing with the FCC. Sellers and Purchaser will diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the preparation of such applications and its prosecution to a favorable conclusion. Each Party will promptly provide the other with a copy of any pleading or other document served on it relating to such applications. If the FCC consent imposes any condition on either party, such Party shall use its best efforts to comply with such condition, unless any such condition would, in Purchasers' absolute discretion, deprive Purchaser of its anticipated benefits hereunder. If reconsideration or judicial review is sought with respect to the FCC consent, and such reconsideration or review (i) relates to Sellers or their operation of the Company, Sellers shall vigorously oppose such reconsideration or judicial review, or (ii) relates to Purchaser, Purchaser shall vigorously oppose such reconsideration or judicial review.

Section 8.3. Fees, Expenses and Other Payments. All costs and expenses incurred in connection with any application processing fees, transfer taxes, sales taxes, recording or documentary taxes, stamps or other charges levied by any Authority, including the FCC, in connection with this Agreement and the consummation of the terms and conditions of this Agreement shall be paid by Purchaser. For the avoidance of doubt, this Section 8.3 is intended to deal with the purchase and sale of the Equity Interests as a transfer of securities and not to apply to any taxes or charges imposed by an Authority that arise from the Company's assets being treated as real or personal property; in such event, the taxes or charges imposed by an Authority shall be the exclusive obligation of Purchaser. All other costs and expenses (including fees and expenses of counsel, accountants, investment bankers, brokers, finders, financial advisers and other consultants, advisers and representatives for all activities of such Persons undertaken

pursuant to the provisions of this Agreement) incurred in connection with the negotiation, preparation, performance and enforcement of this Agreement, whether or not such transactions are consummated, incurred by the parties shall be borne solely and entirely by the Party that has incurred such costs and expenses, except to the extent otherwise specifically set forth in this Agreement.

Section 8.4. Notices. All notices and other communications which by any provision of this Agreement are required or permitted to be given shall be given in writing and shall be sent by first class mail as set forth below or to such other Person(s), address (es), email address(es) or facsimile number(s) as the Party to receive any such notice or communication may have designated by written notice to the other Party.

(e) If to Purchaser:

Northeast Digital and Wireless, Inc.
288 South River Road, Building B
Bedford, NH 03110

If to Sellers:

c/o Oregon Trail Broadcasting, LLC
288 South River Road, Building B
Bedford, NH 03110

Section 8.5. Specific Performance; Other Rights and Remedies. The parties recognize and agree that in the event that any Party should refuse to perform any of its obligations under this Agreement, the remedy at Law would be inadequate and agrees that for breach of such obligation, the other Party shall, in addition to such other remedies as may be available to it at Law or in equity, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by Applicable Law. Nothing herein contained shall be construed as prohibiting any Party from pursuing any other remedies available to it pursuant to the provisions of this Agreement or Applicable Law for such breach or threatened breach, including the recovery of damages. Notwithstanding anything to the contrary contained herein, Seller hereby waives any right to seek the remedy of specific performance against Purchaser.

Section 8.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the Parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.7. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.8. Governing Law and Venue. The validity, interpretation, construction and performance of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable principles of conflicts of law). Venue shall lie in the state or federal courts of general jurisdiction for the State of Delaware.

Section 8.9. Entire Agreement. This Agreement (together with and any other documents delivered or to be delivered in connection herewith) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties and negotiations, expressed or implied, oral or written, between the parties, with respect to the subject matter hereof.

Section 8.10. Assignment. This Agreement shall not be assignable or transferred by any Party and any such assignment or transfer shall be null and void.

Section 8.11. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party (including any permitted assignee of Purchaser successor to any Party by operation of Law, or by way of merger, consolidation or sale of all or substantially all of its assets) and any indemnified Persons, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.12. Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 8.13. Default and Cure. In the event that there is a default by Purchaser, Company or Sellers (the "Defaulting Party") with respect to any of the provisions of this Agreement or Purchaser's, or Sellers' obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have ten (10) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; provided in no event shall such default take more than sixty (60) days to cure. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the

Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

Section 8.14. Attorneys' Fees and Expenses. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any Party other than Sellers or Purchaser and their respective Affiliates to recover their attorneys' fees and expenses.

Section 8.15. No-Recourse. Following the Closing, no Party shall have recourse against any other Party for any matter arising under or in connection with this Agreement, and once the Closing occurs, any breach of this Agreement shall be deemed to have been irrevocably waived. Each of the Parties hereto hereby releases each other Party hereto of any claims arising, from the beginning of time until the date hereof and any claim arising prospectively in the future out of such Party's involvement in this Agreement, with the Company or with the Business, whether or not now known. Each of the Parties hereto agrees that the forgoing release constitutes a material inducement for the transactions contemplated by this Agreement.

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

**NORTHEAST DIGITAL AND WIRELESS,
INC.**

By: 
Name: Jacob Silberberg
Title: Vice President

SELLERS:

THE OREGON TRAIL TRUST

By: 
Name: Jacob Silberberg
Title: Trustee



JACOB L. SILBERBERG



LISA BURGESS



EDWARD FLANAGAN

APPENDIX A

DEFINITIONS

Affiliate, Affiliated means, with respect to any specified Person: (a) any other Person at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (b) any officer or director of such Person, (c) with respect to any partnership, joint venture, limited liability Company or similar Entity, or any general partner or manager thereof and (d) when used with respect to an individual, shall include any member of such individual's immediate family or a family trust.

Agreement means this Agreement as originally in effect, including, unless the context otherwise specifically requires and this Appendix A, as any of the same may from time to time be supplemented, amended, modified or restated in the manner herein provided.

Applicable Law means any Law of any Authority, whether domestic or foreign, to which a Person is subject or by which it or any of its business or operations is subject or any of its property or assets is bound.

Authority means any governmental or quasi-governmental body, whether administrative, executive, judicial, legislative, police, regulatory, taxing, or other authority, or any combination thereof, including any international, federal, state, territorial, county, city, municipal or other government or governmental or quasi-governmental agency, arbitrator, authority, board, body, branch, bureau, or comparable agency or Entity, commission, corporation, court, department, instrumentality, mediator, panel, system or other political unit or subdivision or other Entity of any of the foregoing, whether domestic or foreign.

Business Day shall mean any day other than Saturday, Sunday or a day on which banking institutions in Manchester, New Hampshire are required or authorized by Law to be closed.

FCC means the United States Federal Communications Commission or any successor Authority.

Law means: (a) any administrative, judicial, legislative or other action, code, consent decree, constitution, decree, directive, enactment, finding, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, promulgation, regulation, requirement, rule, rule of law, rule of public policy, settlement agreement, statute, or writ of any Authority, (b) the common law, or other legal precedent or (c) any arbitrator's, mediator's or referee's award, decision, finding or recommendation.

Lien means any: mortgage; lien (statutory or other) or encumbrance; or other security agreement, arrangement or interest; hypothecation, pledge or other deposit arrangement; assignment; charge; levy; executory seizure; attachment; garnishment; encumbrance; (including any unallocated title reservations or any other title matters which impairs marketability of title); conditional sale, title retention or other similar agreement, arrangement, device or restriction; preemptive or similar right; any financing lease involving substantially the same economic effect

as any of the foregoing; the filing of any financing statement under the Uniform Commercial Code or comparable Law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other alienation; or any option, equity, claim or right of or obligation to, any other Person, of whatever kind and character.

Organizational Documents means, with respect to a Person that is a corporation, its charter, its by-laws and all shareholder agreements, voting trusts and similar arrangements applicable to any of its capital Shares, with respect to a Person that is a partnership, its agreement and certificate of partnership, any agreements among partners, and any management and similar agreements between the partnership and any general partners (or any Affiliate thereof) and with respect to a Person that is a limited liability company, its certificate of formation or articles of organization, its limited liability company operating agreement, any agreements among members of such Person and similar agreements.

Person means any natural individual or any Entity.