

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

05/05/26

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A2605004

Application of Te Conectamos LLC dba
Tekwerks Internet for Registration as a
Telephone Corporation pursuant to
Public Utilities Code Section 1013.

Application No.

**APPLICATION OF TE CONECTAMOS dba TEKWERKS INTERNET FOR
REGISTRATION AS A TELEPHONE CORPORATION PURSUANT TO PUBLIC
UTILITIES CODE SECTION 1013**

(PUBLIC)

Dated: May, 5, 2026

Tom Ross
Owner
451 S. Brand Bl #207
San Fernando, CA 91340
O - 818-365-1964
Fax - 818-365-1964.
Tomr@tekwerks.com



May 4, 2026

CLEC Application
California Public Utilities Commission

**Letter of Transmittal and Registration Application Pursuant to the CPUC Code Section 1013 Registration for State of California Reseller Class Certified Local Exchange Carrier
By Te Conectamos LLC dba Tekwerks Internet**

Te Conectamos LLC dba Tekwerks Internet (Tekwerks) is a California Limited Liability Company located in the city of San Fernando within Los Angeles County. We are pleased to submit and fully suited to initiate, our registration to operate as a non-facilities-based telephone corporation in the State of California pursuant to California Public Utilities Code (CPUC) 1013. Tekwerks intends to provide competitive telecommunications services on a resale basis within California and understands the intent of the license and rights and responsibilities therein. Tekwerks has the wherewithal to perform under this license and is providing herein the information needed to qualify Tekwerks under the current guidelines. Tekwerks will not construct, own, or operate telecommunications transmission facilities but will instead resell obtained from certificated telecommunications carriers authorized to operate within the state.

Tekwerks has over 20 years of experience in Internet services deployed to residential and large and small enterprise customers. Our experience in a variety of disciplines provides us a depth of knowledge and resources to compete in the telecommunications field. Further, we have had significant experience with schools, businesses, government institutions and other enterprises, making Tekwerks uniquely qualified to satisfy the requirements of a CLEC.

Tekwerks declares that all information provided in this response is accurate and up-to-date. **Furthermore, Tekwerks states without equivocation, that it has no ties, relationships, financial stake, or other involvement with other entities whereby a conflict of interest may be construed pursuant to this effort.**

Application Issues. NO information contained herein is deemed by Tekwerks to be proprietary, or considered “trade secret”. Tekwerks wishes to note that it holds business licenses in the City of Los Angeles, City of San Fernando, City of Lancaster, and other municipalities in the region. Tekwerks, in acceptance of the terms required of this application, make the following declaration:

This application is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the applicant has not in any manner sought by collusion to secure themselves an advantage in any way and submits this application in good faith.

May 4, 2026

Subject: Required Letter and Documentation for Reseller Class California CLEC Application

To Whom it May Concern:

Te Conectamos LLC dba Tekwerks Internet is in the process of applying for the Reseller class Certified Local Exchange Carrier (CLEC) License. In accordance with the required CPUC forms, we provide this document as both Cover Letter and appendix Sections to our application.

Te Conectamos LLC (Tekwerks) is a privately held internet service provider based in the city of San Fernando in the Los Angeles area of Southern California. We were established in 2000 to provide internet services to the businesses and residents of the surrounding communities. Today we own and operate a large leased fiber network servicing high cap businesses in the region, and a wireless network that services both residential and commercial clients. Tekwerks has grown dramatically in recent years and is now in the position to take advantage of the Reseller class of CLEC license.

Tekwerks Internet is currently registered with the FCC and holds a number of licensed frequencies for data transmission. We are registered with Arin and poses an Autonomous System Number. We Peer on the Any2 Exchange and with Cogent and Hurricane Electric. We hold a California resale permit (see financial section) and hold our bonding services with Tokio Marine.


The below information is made available to assist with the determination of our status:

California Resale number: SR-AC-100-180039
FCC Registration Number (CORES ID): 0023836364
ARIN AS-Number: AS32945
Dunn's number: 063828474
Federal ID# 95-4766208
USAC SPIN # 143042929

Best regards,

Tom Ross

CEO
Tekwerks Internet
451 S. Brand Blvd #207
San Fernando CA 91340
tomr@tekwerks.com
818-365-1986 x101

| | | |
|---|---|---|
| 3. APPLICANT LEGAL DOMICILE (check one only) | | |
| <input checked="" type="radio"/> California | <input type="radio"/> Other, specify: | |
| 4. APPLICANT WILL OPERATE AS (check all that apply) | | |
| <input checked="" type="checkbox"/> Competitive Local Exchange Service Provider 4.a. Proposed Facilities <input checked="" type="checkbox"/> Switchless-Reseller/ Non-Facilities-Based 4.d. Service Territories <input checked="" type="checkbox"/> Within ALL the service territories of uniform regulatory framework incumbent local exchange carriers <input type="checkbox"/> Within ALL the service territories of the small incumbent local exchange carriers <input type="checkbox"/> In specific portions of the state only (Appendix B) | <input type="checkbox"/> Interexchange (Intra/Inter-LATA) Service Provider 4.b. Proposed Facilities <input type="checkbox"/> Switchless-Reseller/ Non-Facilities-Based 4.e. Service Territories <input type="radio"/> Throughout the state of California. <input type="radio"/> In specific portions of the state only (Appendix B) | <input type="checkbox"/> Fixed Interconnected Voice over Internet Protocol (VoIP) Service Provider 4.c. Proposed Facilities <input type="checkbox"/> Non-Facilities-Based 4.f. Service Territories <input type="checkbox"/> Within the service territories of uniform regulatory framework incumbent local exchange carriers <input type="checkbox"/> Within the service territories of small incumbent local exchange carriers <input type="checkbox"/> In specific portions of the state only (Appendix B) |
| Attach Appendix B to include a list of the specific portion(s) or geographical location(s) of the State, and/or ILEC territory(ies); and a copy of the map(s). Applicant seeking to operate in any Small Incumbent Local Exchange Carriers territories must meet the requirements contained in Appendix A of D.20-08-011. | | |
| 5. DATE APPLICANT EXPECTS TO BEGIN SERVICE(S) IN CALIFORNIA | | |
|  IMPORTANT NOTICE: If already providing voice services in California, DO NOT USE THIS FORM. The applicant is not qualified to use the 1013 registration process and must obtain an operating authority via CPCN application process pursuant to Pub. Util. Code §1001. | | |
| Date: 06/01/26 | | |

6. APPLICANT WILL PROVIDE THE FOLLOWING SERVICES IN CALIFORNIA

(check all that apply)

- Provide voice services (traditional wireline and/or Fixed Interconnected VoIP) directly to customers
- Other (Describe below other services applicant offers, whether or not they are within Commission's jurisdiction.)

Residential and commercial direct INTERNET access via leased fiber, data-center services

7. SWORN AFFIDAVIT

- TRUE NOT TRUE (See important notice below)

Neither Applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; and/or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.



IMPORTANT NOTICE: If Applicant's response to this section is "Not True", DO NOT USE THIS FORM. The applicant is not qualified to use the 1013 registration process and must obtain an operating authority via CPCN application process pursuant to Pub. Util. Code §1001.

7.a. List of all Affiliated Entities (Attach as Appendix C)

8. APPLICANT HAS THE REQUIRED MANAGERIAL AND TECHNICAL EXPERTISE TO OPERATE AS A SERVICE PROVIDER OF THE TYPE INDICATED IN SECTION 4 OF THIS FORM.

TRUE

Attach **Appendix D** with the following: 1) List of the names, titles, and street addresses of all officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, and 2) all resumes for each personnel identified listing all employment for each officer, director, partner, agent, or owner (directly or indirectly) of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed.

8.a. APPLICANT ATTESTATION

TRUE NOT TRUE (See important notice below)

To the best of Applicant's knowledge, neither Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.



IMPORTANT NOTICE: If Applicant's response to this section is "Not True", DO NOT USE THIS FORM. The applicant is not qualified to use the 1013 registration process and must obtain an operating authority via CPCN application process pursuant to Pub. Util. Code §1001.

9. FINANCIAL REQUIREMENT

TRUE

Applicant has a minimum of (a) \$25,000 in the case of a switchless reseller / non-facilities-based, reasonably liquid and available to meet the firm's first year expenses, including an additional \$25,000 for deposits which may be required by local exchange carriers or interexchange carriers; OR (b) has profitable interstate operations to generate the required cash flow.

Attach **Appendix E** containing a financial instrument pursuant to Appendix F of D.24-11-003 that demonstrates the Applicant's financial ability as required above.

10. APPLICANT IS ELIGIBLE AND SEEKS AN EXEMPTION FROM TARIFFING REQUIREMENTS

TRUE NOT TRUE (Attach **Appendix F** with Applicant's Draft Initial Tariff)

11. OTHER LICENSE(S) HELD WITH THE COMMISSION, EITHER CURRENT AND/OR PRIOR (See important notice below)

- NONE
 CURRENT AND/OR PRIOR, specify:



IMPORTANT NOTICE: If applicant has previously held a CPUC issued operating authority or registration that was revoked due to a violation of Commission Rules and Requirements, **DO NOT USE THIS FORM.** The applicant is not qualified to use the 1013 registration process and must obtain an operating authority via CPCN application process pursuant to Pub. Util. Code § 1001.

12. PERFORMANCE BOND REQUIREMENT

TRUE

Applicant attests that, upon approval of its request, it will comply with the California Public Utilities Commission's performance bond requirements in accordance with Decision (D.) 10-09-017, D.11-09-026, D.13-05-035 and D.24-11-003.

I hereby declare under penalty of perjury under the laws of the State of California that the forgoing information, and all attachments, are true, correct, and complete to the best of my knowledge and belief after due inquiry, and that I am authorized to make this application on behalf of the Applicant named above.

Signed Thomas Ross

Digitally signed by Thomas Ross
Date: 2026.04.07 14:52:24 -07'00'

Name Tom Ross

Title CEO

Dated 03/10/26

Address 451 S. Brand Blvd #207
San Fernando CA 91340

Telephone 818-365-1986

Email Address tomr@tekwerks.com

APPENDIX A

- 1) Copy of Te Conectamos LLC dba Tekwerks Internet organizing documents
- 2) Certificate of Good Standing certified by the California Secretary of State
- 3) Additional evidence of Te Conectamos LLC dba Tekwerks Internet qualification to transact business in California



State of California Secretary of State

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

TE CONECTAMOS, LLC
451 South Brand Blvd., Suite 207
San Fernando, CA 91340

This Space For Filing Use Only

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

199921110014

3. STATE OR PLACE OF ORGANIZATION

CA

NO CHANGE STATEMENT

If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 13.
If there have been any changes to the information contained in the last Statement of Information filed, or no Statement of Information has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

CITY AND STATE

ZIP CODE

451 South Brand Blvd., Suite 207

San Fernando

CA

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)

CITY

STATE

ZIP CODE

451 South Brand Blvd., Suite 207

San Fernando

CA

91340

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME

ADDRESS

CITY AND STATE

ZIP CODE

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Thomas Ross

451 South Brand Blvd., Suite 207

San Fernando, CA

91340

8. NAME

ADDRESS

CITY AND STATE

ZIP CODE

9. NAME

ADDRESS

CITY AND STATE

ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

Thomas Ross

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

451 South Brand Blvd., Suite 207

CITY

San Fernando

STATE

CA

ZIP CODE

91340

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Internet Service Provider

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Colleen Ross

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

Colleen Ross
SIGNATURE

CFO

TITLE

2/26/10

DATE

State of California

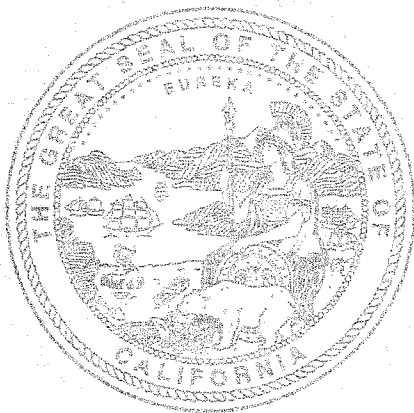
SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 30 1999



Bill Jones

Secretary of State



State of California
 Bill Jones
 Secretary of State

File# 199921110014

FILED
 in the office of the Secretary of State
 of the State of California

JUL 29 1999

Bill Jones

BILL JONES, Secretary of State

This Space For Filing Use Only

**LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION**

A \$70.00 filing fee must accompany this form.
 IMPORTANT - Read instructions before completing this form.

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
 TE CONECTAMOS, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:
 Thomas Ross
 _____ which is

- an individual residing in California. Proceed to item 4.
- a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:
 Address: 218 S. Brand Blvd., 2nd Floor
 City: San Fernando State: CA Zip Code: 91340

5. The limited liability company will be managed by: (check one)
 one manager more than one manager limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:
 -0-

Type of business of the limited liability company.
 Internet Services

DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Thomas Ross
 Signature of Organizer

Thomas Ross
 Type or Print Name of Organizer

July 19, 1999
 Date



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

**TE CONECTAMOS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY**

Dated as of July __, 1999

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TE CONECTAMOS, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (the "Agreement") is made and entered into and effective as of July ____, 1999, by and among those parties (the "Initial Members") set forth on Exhibit "A", attached hereto and incorporated herein by this reference, with reference to the recitals set forth below.

RECITALS

The Initial Members have formed a limited liability company (hereinafter called the "LLC") pursuant to the provisions of the Beverly-Killea Limited Liability Company Act as set forth in Title 2.5 (commencing with Section 17000) of the Corporations Code of the State of California (the "Statute").

In consideration of the covenants and the promises made herein, the parties hereto hereby agree as follows.

ARTICLE 1 **DEFINITIONS**

1.1 ADJUSTED CAPITAL ACCOUNT DEFICIT. "Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in such Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

1.1.1 increasing such Capital Account by any amounts which such Member is obligated to contribute to the LLC (pursuant to the terms of this Agreement or otherwise) or is deemed to be obligated to contribute to the LLC pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

1.1.2 reducing such Capital Account by the amount of the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

[OPTION]

1.2 AFFILIATE. "Affiliate" means, when used with reference to a specified Person, (i) the Principal of the Person, (ii) any Person directly or indirectly controlling, controlled by or under common control with such Person, (iii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, and (iv) any ancestor, lineal descendant, brother, sister or spouse of such Person, and, in the case of a qualified retirement plan or an IRA, any trustee or beneficiary of such qualified retirement plan or IRA.

1.3 AGREEMENT. "Agreement" means this Limited Liability Company Operating Agreement, as originally executed and as amended from time to time, as the context requires. Words such as "herein", "hereinafter", "hereto", "hereby" and "hereunder", when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

1.4 ARTICLES OF ORGANIZATION. "Articles of Organization" means the articles of organization filed with the California Secretary of State for the purpose of forming the LLC.

1.5 ASSET VALUE. "Asset Value" means, with respect to any item of Property of the LLC, the item's adjusted basis for federal income tax purposes, except as follows:

1.5.1 The Asset Value of any property contributed by an Interest Holder to the LLC shall be the fair market value of such property, as mutually agreed upon by the contributing Interest Holder and the Members.

1.5.2 The Asset Value of any property distributed to any Interest Holder shall be the fair market value of such item of property on the date of distribution, as mutually agreed upon by the distributee Interest Holder and the Members.

1.5.3 Unless the Members determine that adjustments are not necessary or appropriate to reflect the relative interests of the Interest Holders in the Property of the LLC, the Asset Values of all LLC Property shall be adjusted to equal their respective fair market values, as determined by the Members, as of any of the following times:

(i) The acquisition of an additional interest by a new or existing Interest Holder in exchange for more than a de minimus Capital Contribution.

(ii) The distribution by the LLC to an Interest Holder of more than a de minimus amount of Property as consideration for an LLC Interest or Economic Interest.

(iii) The liquidation of the LLC within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g).

1.6 AVAILABLE CASH FLOW. "Available Cash Flow" means, with respect to any Fiscal Year or other period, the sum of all cash receipts of the LLC from any and all sources, less all cash disbursements (including, but not limited to, operating expenses, loan repayments, capital improvements and replacements) and a reasonable allowance for Reserves, contingencies and anticipated obligations as determined by the Managers.

1.7 CAPITAL ACCOUNT. "Capital Account" of a Member shall have the meaning set forth in Section 3.4.3 hereof.

1.8 CAPITAL CONTRIBUTION. "Capital Contribution" shall mean any and all amounts contributed by the Members to the capital of the LLC in accordance with Article 3, hereof.

1.9 CODE. "Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of any succeeding law).

1.10 DEPRECIATION. "Depreciation" means for a given Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Asset Value using any reasonable method selected by the Members.

1.11 DISABILITY. "Disability" or "Disabled" means the inability of a Manager, due to a mental or physical impairment, to carry on his/her normal activities and responsibilities for the LLC for a period exceeding ninety (90) days (consecutive or nonconsecutive) in any three hundred sixty-five (365) day period.

1.12 DISSOLUTION. "Dissolution" means the earlier of (a) the date upon which the LLC is terminated under the Statute, or any similar provision enacted in lieu thereof, or (b) the date upon which the LLC ceases to be a going concern.

1.13 ECONOMIC INTEREST. "Economic Interest" means a Person's right to share in the Net Profit, Net Loss or similar items of, and to receive distributions from, the LLC, but does not include any other rights of a Member including, without limitation, any right to vote or to participate in the management of the LLC (to the extent provided for herein), or, except as provided in Section 8.4, any right to information concerning the business and affairs of the LLC.

1.14 FISCAL YEAR. "Fiscal Year" means the period of January 1 to and including December 31.

1.15 INCOMPETENCY. "Incompetency" means the mental state of having been adjudged legally incompetent by a court of competent jurisdiction.

1.16 INTEREST HOLDER. "Interest Holder" means the holder of an LLC Interest or an Economic Interest.

1.17 LLC INTEREST. "LLC Interest" means an ownership interest in the LLC, which includes the Economic Interest, the right to vote and participate in the management of the LLC (to the extent provided herein), and the right to information concerning the business and affairs of the LLC, as provided in this Agreement and under the Statute.

1.18 LLC LOANS. "LLC Loans" shall refer to any loans or advances made by any Member to the LLC.

1.19 LLC. "LLC" means TE CONECTAMOS, LLC.

1.20 MAJORITY IN INTEREST. "Majority In Interest" shall mean Members holding in the aggregate more than fifty percent (50%) of the Percentage Interests of the Members. Except where otherwise specified in this Agreement, or required by the terms of the Statute, any reference in this Agreement to the consent, approval, decision, action, determination, election appointment or vote (collectively, "Approval") of or by the Members of the LLC shall mean the Approval by Members holding in the aggregate a Majority In Interest. Solely for the purposes of determining a Majority in Interest under this Section 1.20, the Percentage Interest of a Member shall be deemed to include the Percentage Interest attributable to any and all Economic Interests then held by a non-Member that were derived at any time from that Member's LLC Interest.

1.21 MANAGER. "Manager" shall mean the persons described in Section 6.1, hereof.

1.22 MEMBER. "Member" means a Person who:

1.22.1 Has been admitted to the LLC as a member in accordance with the Articles of Organization or this Agreement.

1.22.2 Has not resigned, withdrawn or been expelled as a Member or, if other than an individual, been dissolved.

Reference to a "Member" shall be to any one of the Members. Reference to an "Initial Member" shall be to any one of the Members listed as such in Exhibit "A".

1.23 NET PROFIT AND NET LOSS. "Net Profit" and "Net Loss" mean, for each Fiscal Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income,

gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.23.1 Any income of the LLC that is exempt from Federal income tax and not otherwise taken into account in computing Net Profit or Net Loss shall be added to such taxable income or loss;

1.23.2 Any expenditures of the LLC described in Code Section 705(b)(2)(B) or treated as Code Section 705(b)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profit or Net Loss shall be subtracted from such taxable income or added to such taxable loss;

1.23.3 Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the fair market value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its fair market value;

1.23.4 Notwithstanding any other provision of this subsection, any items of income, gain, loss or deduction which are specially allocated pursuant to Section 4.3 or 4.4 shall not be taken into account in computing Net Profit or Net Loss.

1.24 PERCENTAGE INTEREST. An Interest Holder's "Percentage Interest" shall be as set forth on Exhibit "A," as the same may be adjusted from time to time by a duly executed amendment to said exhibit.

1.25 PERIOD OF DURATION. "Period of Duration" shall have the meaning set forth in Section 2.5 hereof.

1.26 PERSON. "Person" means an individual, partnership, limited partnership, corporation, trust, estate, association, limited liability company, or other entity, whether domestic or foreign.

1.27 PRINCIPAL. "Principal" means the natural Person who is in ultimate control of an entity which is a Member.

1.28 PROPERTY. "Property" means all assets of the LLC, both tangible and intangible, or any portion thereof.

1.29 REGULATIONS. "Regulations" means the federal income tax regulations promulgated by the Treasury Department under the Code, as such regulations may be amended from time to time. All references herein to a specific section of the Regulations shall be deemed also to refer to any corresponding provisions of succeeding Regulations.

1.30 RESERVES. "Reserves" means funds set aside from Capital Contributions or gross cash revenues as reserves. Such Reserves shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and the payment of taxes, insurance, debt service, repairs, replacements, renewals, and other costs and expenses incident to the Business of the LLC, or the Dissolution of the LLC.

1.31 SECRETARY OF STATE. "Secretary of State" shall mean the Secretary of State of the State of California.

1.32 STATUTE. "Statute" shall mean the Beverly-Killea Limited Liability Company Act as set forth in Title 2.5 (commencing with Section 17000) of the Corporations Code of the State of California (or any corresponding provision or provisions of any succeeding law).

ARTICLE 2 INTRODUCTORY MATTERS

2.1 FORMATION OF LLC. The parties have formed the LLC pursuant to the provisions of the Statute by filing the Articles of Organization with the Secretary of State.

2.2 NAME. The name of the LLC is "TE CONECTAMOS, LLC."

2.3 PRINCIPAL OFFICE. The LLC shall maintain its principal place of business at 218 S. Brand Boulevard, 2nd Floor, San Fernando, California 91340.

2.4 AGENT FOR SERVICE OF PROCESS. The name and address of the LLC's agent for service of process is Thomas Ross, 218 S. Brand Boulevard, 2nd Floor, San Fernando, California 91340.

2.5 PERIOD OF DURATION. The period of duration of the LLC ("Period of Duration") shall be thirty (30) years, commencing on the date of the filing of the Articles of Organization with the California Secretary of State, unless the LLC is terminated or dissolved sooner, in accordance with the provisions of this Agreement.

2.6 BUSINESS AND PURPOSE OF THE LLC. The business and purpose of the LLC is to engage in any lawful activities for which an LLC may be organized under the Statute and which directly relate to Internet Services.

ARTICLE 3
MEMBERS AND CAPITAL CONTRIBUTIONS

3.1 NAMES AND ADDRESSES OF INITIAL MEMBERS. The names and addresses of the Initial Members are as set forth on Exhibit "A".

3.2 CONTRIBUTIONS. The Initial Members shall contribute to the LLC those amounts and non-cash assets set forth after their respective names on Exhibit "A". Such contributions shall be referred to as "Capital Contributions."

3.3 ADDITIONAL CONTRIBUTIONS. No Member shall be required or obligated to (a) make any additional Capital Contributions, (b) make any loan, (c) cause to be loaned any money or other assets to the LLC, (d) guarantee any LLC or any other Member or Manager indebtedness, (e) assume any personal responsibility for the loans or indebtedness of the LLC or of its other Members or Managers; or (f) in any manner relinquish or waive the Member's/Manager's full indemnification or limited liability rights under this Agreement and under California law.

3.4 RIGHTS WITH RESPECT TO CAPITAL.

3.4.1 LLC CAPITAL. No Interest Holder shall have the right to withdraw, or receive any return of, its Capital Contribution, and no Capital Contribution may be returned in the form of property other than cash except as specifically provided herein.

3.4.2 NO INTEREST ON CAPITAL CONTRIBUTIONS. Except as expressly provided in this Agreement, no Capital Contribution of any Interest Holder shall bear any interest or otherwise entitle the contributing Member to any compensation for use of the contributed capital.

3.4.3 ESTABLISHMENT OF CAPITAL ACCOUNTS. A separate capital account ("Capital Account") shall be maintained for each Interest Holder. For book purposes, each Interest Holder's Capital Account shall be separated into a contribution account and an income (loss) account and shall be maintained according to generally accepted accounting principles. Sections 3.5 and 3.6 below describe the appropriate accounting treatment for tax purposes of the Capital Accounts.

3.5 GENERAL RULES FOR ADJUSTMENT OF CAPITAL ACCOUNTS. The Capital Account of each Interest Holder shall be increased by:

- (i) Such Interest Holder's cash contributions;

(ii) The agreed fair market value of property contributed by such Interest Holder (net of liabilities secured by such contributed property that the LLC is considered to assume or take subject to under Code Section 752);

(iii) All items of LLC income and gain (including income and gain exempt from tax) allocated to such Interest Holder pursuant to Article 4 or other provisions of this Agreement;

and shall be decreased by:

(iv) The amount of cash distributed to such Interest Holder;

(v) The agreed fair market value of all actual and deemed distributions of property made to such Interest Holder pursuant to this Agreement (net of liabilities secured by such distributed property that the Interest Holder is considered to assume or take subject to under Code Section 752);

(vi) All items of LLC deduction and loss allocated to such Interest Holder pursuant to Article 4 or other provisions of this Agreement.

3.6 SPECIAL RULES WITH RESPECT TO CAPITAL ACCOUNTS.

3.6.1 TIME OF ADJUSTMENT FOR CAPITAL CONTRIBUTIONS.

For purposes of computing the balance in a Interest Holder's Capital Account, no credit shall be given for any Capital Contribution which such Interest Holder is to make until such contribution is actually made. "Capital Contribution" refers to the total amount of cash and the agreed fair market value (net of liabilities) of property contributed to the LLC by that Interest Holder and any subsequent contributions of cash and the agreed fair market value (net of liabilities) of any other property subsequently contributed to the LLC by that Interest Holder.

3.6.2 INTENT TO COMPLY WITH TREASURY REGULATIONS.

The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations Section. To the extent such provisions are inconsistent with such Regulations Section or are incomplete with respect thereto, Capital Accounts shall be maintained in accordance with such Regulations Section.

3.6.3 REVALUATION OF LLC PROPERTY. Each Member's Capital Account shall be increased or decreased as necessary to reflect a revaluation of the LLC's Property in accordance with Section 1.5.3 of this Agreement and the requirements of Regulation Sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g), including the special rules under Regulation Section 1.701-1(b)(4), as applicable. The provisions of this Agreement

respecting the maintenance of Capital Accounts are intended to comply with Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with those Regulations. In the event the Capital Accounts of any Member or Members are adjusted in accordance with this Section 3.6.3 to take into account a revaluation of Property, subsequent allocations of income, gain, loss, and deduction, including without limitation depreciation or deductions for cost recovery with respect to such Property, shall take account of any variation between the then existing adjusted basis of such Property for federal income tax purposes and the Asset Value as such computation may be required under Sections 704(b) and 704(c) of the Code.

3.7 TRANSFEREE'S CAPITAL ACCOUNT. In the event a Member holding an LLC Interest or a Non-Member holding an Economic Interest, transfers same in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred LLC Interest or Economic Interest, as the case may be.

3.8 LLC LOANS. If at any time it shall be determined by the Managers that the LLC has insufficient funds to satisfy its current operating or anticipated operating requirements, the Members may be called upon, but not required, to make loans to the LLC, and in such case, the Members shall be permitted to make LLC Loans to the LLC. Should any such LLC Loans be called for, each Member desiring to make an LLC Loan may participate in the LLC Loan in the same ratio as such Member's Percentage Interest bears to the Percentage Interests of all Members who elect to participate in the LLC Loan. All such loans shall be on such terms as determined by the Managers.

ARTICLE 4 **ALLOCATION OF PROFIT AND LOSS**

4.1 ALLOCATION OF NET PROFIT AND LOSS. Except as otherwise provided in this Article 4, Net Profit and Net Loss of the LLC in each Fiscal Year shall be allocated among the Interest Holders as follows:

4.1.1 NET PROFIT. Net Profit shall be allocated among the Interest Holders as follows:

- (i) first, to each of the Interest Holders until the cumulative Net Profit allocated to such Interest Holder pursuant to this Section 4.1.1 is equal to the cumulative Net Loss allocated to the Interest Holder pursuant to Sections 4.1.2 and 4.1.3 for any prior period;
- (ii) thereafter, to each of the Interest Holders in the ratio of their respective Percentage Interests.

4.1.2 ALLOCATION OF NET LOSS. Except as otherwise provided in this Article 4, Net Loss shall be allocated among the Interest Holders *pro rata*, in accordance with their Percentage Interests; provided, however, that Net Loss allocations to an Interest Holder shall be made only to the extent that such Net Loss allocations will not create an Adjusted Capital Account Deficit for that Interest Holder.

4.1.3 ALLOCATION OF EXCESS NET LOSS.

(i) Any Net Loss not allocated to an Interest Holder because of Section 4.1.2 (hereinafter referred to as "Excess Losses") shall be first allocated to the other Interest Holders to the extent the other Interest Holders are not limited in respect of the allocation of Net Loss under Section 4.1.2. If Excess Losses have been allocated to any Interest Holders pursuant to this Section 4.1.3, Net Profits for subsequent Fiscal Years shall first be allocated to such Interest Holders until such Interest Holders have been allocated additional Net Profits equal to the Excess Losses previously allocated to them. If more than one Interest Holder is entitled to such additional Net Profits, they shall share such additional Net Profits in the proportion in which they shared the Excess Losses allocated pursuant to this Section 4.1.3.

(ii) Excess Net Loss remaining after the application of Section 4.1.3(i) shall be allocated to the Interest Holders in the ration of their respective Percentage Interests.

4.2 RESIDUAL ALLOCATIONS. Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Net Profit or Net Loss, as the case may be, for the Fiscal Year.

4.3 QUALIFIED INCOME OFFSET. If any Member unexpectedly receives any adjustments, allocation or distributions described in clauses (4), (5) or (6) of Regulations Section 1.704-1(b)(2)(ii)(d), items of LLC income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 4.3 is intended to constitute a "qualified income offset" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(d)(3).

4.4 SECTION 704(c) ALLOCATION. Any item of income, gain, loss, or deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the LLC which is required or permitted to be allocated to such Member for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution shall be allocated to such Member solely for income tax purposes in the manner so required or permitted.

4.5 ALLOCATION OF NET PROFIT AND LOSS AND DISTRIBUTIONS IN RESPECT OF A TRANSFERRED INTEREST. *If any Interest is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any Fiscal Year of the LLC, each item of income, gain, loss, deduction, or credit of the LLC for such Fiscal Year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable (i.e., the day on or during which it is accrued or otherwise incurred) and the amount of each such item so assigned to any such day shall be allocated to the Member based upon his or her respective Interest at the close of such day.*

Notwithstanding the foregoing, for the purpose of accounting convenience and simplicity, the LLC shall treat a transfer of, or an increase or decrease in, an LLC Interest or Economic Interest which occurs at any time during a semi-monthly period (commencing with the semi-monthly period including the date hereof) as having been consummated on the last day of such semi-monthly period, regardless of when during such semi-monthly period such transfer, increase, or decrease actually occurs (i.e., sales and dispositions made during the first fifteen (15) days of any month will be deemed to have been made on the 15th day of the month).

Notwithstanding any provision to the contrary, gain or loss of the LLC realized in connection with a sale or other disposition of any of the assets of the LLC shall be allocated solely to the parties owning LLC Interests or Economic Interests as of the date such sale or other disposition occurs.

4.6 STATUS OF ECONOMIC INTERESTS. In the event a Member shall assign to a non-Member an Economic Interest, the holder of such Economic Interest and any successor in interest to such Economic Interest shall, for the limited purposes of maintaining Capital Accounts, making any and all allocations under this Article 4, and making distributions under Article 5, be treated as if such holder is a Member.

ARTICLE 5 DISTRIBUTIONS

5.1 AVAILABLE CASH FLOW. Available Cash Flow of the LLC shall be distributed to the Interest Holders in proportion to their respective Percentage Interests.

Available Cash Flow for any fiscal period shall be distributed as and when determined by the Managers, but in no event later than ninety (90) days following the close of such fiscal year.

ARTICLE 6
RIGHTS, DUTIES AND OBLIGATIONS
OF MANAGERS AND MEMBERS

6.1 MANAGEMENT. The LLC shall be managed by the Manager or Managers. Initially, there shall be only one Manager, who shall be Thomas Ross.

6.1.1 DEVOTION OF TIME. The Managers shall devote such time and effort to the LLC business as the Managers may deem necessary and appropriate to manage the affairs of LLC and perform administrative duties as set forth in this Agreement; however, it is specifically understood and agreed that the Managers shall not be required to devote full time to LLC business and that the Managers may at any time and from time to time engage in and possess interests in other business ventures of any and every type and description, independently or with others, provided such ventures are not the same or similar as, or otherwise competitive with, the LLC. Neither the LLC nor any Member shall by virtue of this Agreement have any right, title or interest in or to such noncompetitive ventures or to the income or profits derived therefrom.

6.1.2 COMPENSATION OF MANAGERS. In consideration for the services to be provided by the Managers under Section 6.1.1, the Managers shall be entitled to such reasonable compensation, if any, as may be determined by the Managers from time to time.

6.1.3 RESIGNATION OF MANAGER. A Manager may resign as a Manager upon the giving of not less than thirty (30) days prior written notice to the LLC.

6.1.4 TERMINATION OF MANAGER. In the event of the death, resignation, Disability, dissolution, or Incompetency of a Manager, that Manager shall be relieved of all obligations to provide management services to the LLC under this Agreement. In the event of the death, resignation, Disability, or Incompetency of the last successor Manager designated herein, a successor Manager may be appointed by vote of the Members.

6.2 RIGHTS AND POWERS OF MANAGERS.

6.2.1 The Managers shall have all rights and powers of a manager as provided in the Statute and as otherwise provided by law, except to the extent such powers may be expressly limited by this Agreement.

6.2.2 Except as expressly provided in this Agreement, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of

the business of the LLC shall be made by the Managers, and the Managers shall manage, conduct and operate the LLC's business and shall have the exclusive right and full authority to do so. The Managers are hereby granted the right, power and authority to do on behalf of the LLC all things which are necessary, proper or desirable to carry out the aforementioned duties and responsibilities.

6.2.3 No person shall be required to determine the Managers' authority to make any undertaking on behalf of the LLC, or to see to the application or distribution of revenues or proceeds paid to the Members.

6.2.4 If there is more than one Manager, the Managers shall have authority to act by majority vote, with each Manager having one (1) vote. The Managers may, however, in writing, delegate to any one or more Managers, the authority to act on behalf of the LLC with respect to specifically identified matters.

6.2.5 Any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the LLC and any other Person, when signed by the sole Manager, or if there is more than one Manager, when signed by at least two Managers, shall be considered valid and binding upon the LLC and is not invalidated as to the LLC by any lack of authority of the signing Managers in the absence of actual knowledge on the part of the other Person that the signing Managers had no authority to execute the same.

6.3 COMPENSATION OF MEMBERS AND MANAGERS. Except as otherwise expressly permitted under Section 6.1.2 of this Agreement, or any other written agreement duly executed by a Majority In Interest, the LLC shall pay no compensation to any Member, Manager, or any Principal of any Member or Manager for their services to the LLC.

6.4 EXPENSE REIMBURSEMENT. The LLC shall reimburse the Managers for any expense paid by the Managers that properly is to be borne by the LLC, as approved from time to time by the Members.

ARTICLE 7
RESTRICTIONS ON TRANSFER OR CONVERSION
OF LLC INTERESTS, ADDITIONAL CAPITAL CONTRIBUTIONS;
ADMISSION OF NEW MEMBERS

7.1 TRANSFER OR ASSIGNMENT OF MEMBER'S INTEREST. The LLC Interest of each Member and the Economic Interest of a Person who is not a Member constitutes personal property of the Member or Economic Interest holder. Each Member and each Economic Interest holder has no interest in the Property.

7.1.1 A Member's LLC Interest or an Economic Interest may be transferred or assigned only as provided in this Agreement.

7.1.2 Except as otherwise provided herein, no transfer, hypothecation, encumbrance or assignment ("Transfer") of a Member's LLC Interest, or any part thereof, in the LLC shall be valid without the written consent of either the Managers or a Majority in Interest (which consent may be unreasonably withheld).

7.1.3 Subject to Sections 7.5 and 7.6, hereof, a Transfer of an Economic Interest may be made without the consent of the other Members. A holder of an Economic Interest shall have no right as such to participate in the management of the business and affairs of the LLC or to become a Member thereof, it being expressly understood that such rights shall be retained by the Member effecting such Transfer. Notwithstanding the foregoing, if a Member shall transfer all of such Member's Economic Interest, that Member shall thereupon cease to be a Member, but shall remain liable to the LLC for all obligations of that Member to the LLC which accrued prior to said cessation of membership. Any transfer of an Interest in the LLC pursuant to an Interlocutory or Final Decree of Dissolution of Marriage, Marital Settlement Agreement, Separation Agreement, or other marital order shall be deemed to effectuate the transfer of only an Economic Interest and, consistent therewith, unless the Members shall agree otherwise, the spouse of the Member shall have no right whatsoever to be or become a Member. The transfer of Economic Interest shall not be effective or recognized by the LLC unless the transferor shall deliver to the LLC a duly executed document evidencing such transfer which shall be in such form as reasonably required by legal counsel for the LLC.

7.1.4 Without the written consent of any party, a Member may assign and transfer all or any part of such Member's LLC Interest to another Member.

7.2 VOID TRANSFERS. Any Transfer of an LLC Interest which does not satisfy the requirements of this Article 7, shall be null and void and of no force or effect, and the transferring Member shall continue to be obligated under each and every provision of this Agreement.

7.3 ADMISSION OF NEW MEMBERS CONTRIBUTING CAPITAL TO LLC. Except as otherwise provided herein, a Person who or which makes a Capital Contribution may become a Member only as follows:

7.3.1 The amount of Capital Contribution which must be made by a new Member shall be determined by the vote of the Managers.

7.3.2 A new Member who is to make a Capital Contribution shall not be deemed admitted into the LLC until the Capital Contribution required of such Person shall have been made and such Person has become a party to this Agreement.

7.4 WITHDRAWAL OF A MEMBER. Except as otherwise specifically provided herein, a Member may withdraw as a Member at any time upon not less than thirty (30) days prior written notice to the LLC, provided, however, that such withdrawing Member shall not be released from any obligations or liabilities to the LLC which accrued prior to the effective date of such withdrawal. Upon the effective date of such Withdrawal, the Member's LLC Interest shall thereupon be converted to an Economic Interest.

7.5 RIGHT OF FIRST REFUSAL.

7.5.1 Unless the written consent described in Section 7.1.2 is first obtained, any Member (the "Selling Member") who desires to assign all or a portion of the Selling Member's Economic Interest must offer to sell such Economic Interest to all of the other Members (the "Other Members") and must give written notice of that fact (the "Seller's Notice") to the Other Members. The Seller's Notice shall specify the portion of the Economic Interest in the LLC to be assigned (the "Proposed Transfer Interest"), the identity of the proposed transferee, and the price, and other terms and conditions upon which such assignment is proposed to be made. Each of the Other Members shall have the option (the "Option") to purchase the Proposed Transfer Interest at the price and upon the terms proposed in the Seller's Notice by giving written notice (the "Buyer's Notice") to both the Selling Member and the LLC, not more than thirty (30) days following the Seller's Notice (the "Option Exercise Period"), setting forth that portion of the Proposed Transfer Interest which such Other Member (the "Purchasing Member") desires to purchase.

7.5.2 Immediately upon the expiration of the Option Exercise Period, the LLC shall advise all Members, in writing (the "LLC Notice"), of the Buyer's Notices received by it and, if the Buyer's Notices received by the Selling Member shall, in the aggregate, call for the purchase of greater than the Proposed Transfer Interest, the LLC shall advise each Purchasing Member of that portion of the Proposed Transfer Interest which each such Purchasing Member is entitled to purchase (which portion shall be based upon the ratio of the Purchasing Member's then Percentage Interest to the then aggregate Percentage Interests of all Purchasing Members) and the amount and form of consideration to be paid therefor. Within ten (10) calendar days following the giving of the LLC Notice (the "Tender Period"), each Purchasing Member shall tender to the LLC, in the form required, the consideration called for in the LLC Notice. Should the LLC fail to receive from any Purchasing Member within the Tender Period the required consideration, the Tender Period shall be deemed extended for an additional seven (7) calendar days, the LLC shall immediately advise all of the Purchasing Member's in writing of such default, and the Purchasing Members shall then have until the expiration of the Tender Period, as extended, to tender to the LLC the consideration which the defaulting Purchasing Member failed to tender. Upon the expiration of the Tender Period (as extended), the Manager shall deliver the purchase price for the Proposed Transfer Interest to the Selling Member who shall thereupon execute such assignment and transfer documents concerning the Proposed Transfer Interest as reasonably

required by the Manager. In the event the Manager shall, upon the expiration of the Tender Period (as extended) fail to receive from the Purchasing Members the total consideration called for in the LLC Notice, and therefore is not in a position to tender the purchase price to the Selling Member, the Selling Member shall thereafter have the right, for a period of thirty (30) calendar days, to transfer the Proposed Transfer Interest to the proposed transferee specified in the Seller's Notice upon the terms and conditions set forth in the Seller's Notice, but subject to the satisfaction of each of the conditions set forth under Section . If, for any reason, the Selling Member shall fail to consummate such transfer within said thirty (30) day period, the Selling Member shall not transfer the Proposed Transfer Interest without first again complying fully with the provisions of this Section 7.5.

7.5.3 Any transferee of an LLC Interest under this Section 7.5 shall not become a Member until each of the following conditions shall have been satisfied:

(i) A duly executed and acknowledged written instrument of assignment specifying the LLC Interest being assigned and setting forth the intention of the Selling Member that the assignee succeed to the Selling Member's Interest as a Member, is delivered to the Manager;

(ii) The assignee executes and delivers to the Manager an irrevocable power of attorney, satisfactory to the Manager, appointing the Manager as the assignee's lawful attorney-in-fact for the purposes specified in this Agreement;

(iii) The Selling Member and assignee have executed, acknowledged, and delivered to the Manager, such other instruments as the Manager may deem necessary or desirable to effect such transfer, including the written acceptance and adoption by the assignee of the provisions of this Agreement as may be amended from time to time, and the assignee's admission as a Member;

(iv) An opinion from counsel of the assignee is obtained (which counsel and opinion shall be satisfactory to counsel for the LLC and the cost of which opinion shall be borne by the Selling Member or the assignee) stating that, in the opinion of said counsel, such transfer will not jeopardize the status of the LLC as a partnership for federal income tax purposes, will not cause a termination of the LLC for the purposes of the then applicable provisions of the Code, and will not violate, or cause the LLC to violate, any applicable laws or governmental rule or regulation, including without limitation, any applicable federal or state securities laws;

(v) If required by the Manager, a transfer fee shall have been paid to the LLC which is sufficient to cover all reasonable expenses of the LLC associated with such transfer.

7.6 TRANSFER OF ECONOMIC INTEREST BY GIFT OR BEQUEST. In the event that a Member (the "Gifting Member") shall wish to transfer all or a portion of such Member's Economic Interest by gift or bequest, the provisions of Section 7.5 shall be applicable; provided, however, that for purposes of determining the purchase price to be set forth in the Seller's Notice, the purchase price shall be that price mutually agreed upon between the Gifting Member (which, in the case of a deceased Member shall mean the estate of the deceased Member) and the Managing Members. Consistent therewith, prior to effecting the Seller's Notice, the Gifting Member shall advise the Managing Members, in writing (the "Gift Notice"), of the Gifting Member's intention to make a gift or bequest and the Managing Members and Gifting Member shall thereupon engage in good faith negotiations to establish the purchase price. The terms of sale shall be deemed all cash. In the event that within thirty (30) days following the Gift Notice, the Managing Members and the Gifting Member cannot mutually agree on a purchase price for the Proposed Transfer Interest, the Managing Members and the Gifting Member shall each immediately select an independent qualified appraiser and those two appraisers shall then select a third independent and qualified appraiser and that third appraiser shall make a determination of the fair market value of the purchase price for the Proposed Transfer Interest. The determination of that third appraiser shall be final and binding upon the parties. The LLC and Gifting Member shall share equally in the cost of the appraiser. Immediately upon issuance of the appraisal by the appraiser, the Gifting Member shall effect the Seller's Notice.

7.7 EXEMPT TRANSFERS. Notwithstanding anything to the contrary set forth herein, a Member's LLC Interest, or any portion thereof, may be transferred by *inter vivos* gift or assignment or by testamentary transfer to the Member's spouse, issue, parents, any trust, corporation, partnership, or limited liability company for primary the benefit of the Member and/or his spouse, parents, or issue, or any tax-exempt, non-profit entity, provided that, (a) the transferor Member shall reimburse the LLC for any and all reasonable legal fees and costs incurred by the LLC to effect and document such transfer, (b) the transferee shall, in writing, become a party to this Agreement and agree to abide fully with all of the terms of this Agreement. Upon consummation of a transfer made in accordance with the provisions of this Section 7.7, the transferee(s) shall succeed to all of the rights of the transferor in the transferred LLC Interest, including, but not limited to the right to be a Member and participate in the management and business affairs of the LLC to the extent provided herein.

ARTICLE 8
BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

8.1 MAINTENANCE OF BOOKS AND RECORDS. Books and records of the LLC shall be maintained in accordance with generally accepted accounting principles. There shall be kept at the principal office of the LLC, as well as at the office of record of the LLC specified in Section 2.3, if different, the following LLC documents:

8.1.1 A current list of the full name and last known business or residence address of each Member and of each holder of an Economic Interest in the LLC set forth in alphabetical order, together with the Capital Contributions and share in Net Profit and Net Loss of each Member and holder of an Economic Interest;

8.1.2 A copy of the Articles of Organization and any amendments thereto, together with any powers of attorney pursuant to which the Articles of Organization and any amendments thereto were executed;

8.1.3 Copies of the LLC's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent Fiscal Years;

8.1.4 A copy of this Agreement and any amendments thereto, together with any powers of attorney pursuant to which this Agreement and any amendments thereto were executed;

8.1.5 Copies of the financial statements of the LLC, if any, for the six (6) most recent Fiscal Years;

8.1.6 The LLC's books and records as they relate to the internal affairs of the LLC for at least the current and past four Fiscal Years;

8.1.7 Originals or copies of all minutes, actions by written consent, consents to action and waivers of notice to Members and Member votes, actions and consents; and

8.1.8 Any other information required to be maintained by the LLC pursuant to the Statute.

8.2 ANNUAL ACCOUNTING. Within 120 days after the close of each Fiscal Year of the LLC, there shall be prepared and submitted to each Member a balance sheet and income statement for the preceding Fiscal Year of the LLC (or portion thereof) in conformity with generally accepted accounting principles and all information necessary for them to complete federal and state tax returns.

8.3 INSPECTION AND AUDIT RIGHTS. *Each Member and each holder of an Economic Interest in the LLC who is not a Member has the right upon reasonable request, for purposes reasonably related to the interest of that Person, to inspect and copy during normal business hours any of the LLC books and records required to be maintained in accordance with Section 8.1. Such right may be exercised by the Person or by that Person's agent or attorney. Any Member may require a review and/or audit of the books, records and reports of the LLC. The determination of the Managers as to adjustments to the financial reports, books, records and returns of the LLC, in the absence of fraud or gross negligence, shall be final and binding upon the LLC and all of the Members.*

8.4 RIGHTS OF MEMBERS AND NON-MEMBERS. Upon the request of a Member or a holder of an Economic Interest who is not a Member, for purposes reasonably related to the interest of that Person, there shall be promptly delivered to the Member or holder of an Economic Interest, at the expense of the LLC, a copy of this Agreement and a copy of the information listed in Sections 8.1.1, and 8.1.3 of this Agreement.

8.5 BANK ACCOUNTS. The bank accounts of the LLC shall be maintained in such banking institutions as the Managers shall determine, provided such institutions have a net worth in excess of One Hundred Million Dollars (\$100,000,000).

8.6 TAX MATTERS. The Managers or an officer of a corporate Managers, shall be designated as "Tax Matters Partner" (as defined in Code section 6231), and shall serve as such at the pleasure of the Members, to represent the LLC (at the LLC's expense) in connection with all examinations of the LLC's affairs by tax authorities, including resulting judicial and administrative proceedings, and to expend LLC funds for professional services and costs associated therewith. In his/her/its capacity as "Tax Matters Partner," the designated Person shall oversee the LLC tax affairs in the overall best interests of the LLC.

8.7 FEDERAL INCOME TAX ELECTIONS. The Managers on behalf of the LLC shall have the authority to make all elections for federal income tax purposes.

8.7.1 ACCOUNTING METHOD. For financial reporting purposes, the books and records of the LLC shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

ARTICLE 9
TERMINATION AND DISSOLUTION

9.1 DISSOLUTION. The LLC shall be dissolved upon the occurrence of any of the following events:

9.1.1 When the Period of Duration of the LLC expires;

9.1.2 The written approval of the Members to dissolve the LLC;

9.1.3 The written approval of the Managers.

9.1.4 The sale of all or substantially all of the business and Property of the LLC other than in the ordinary course of business.

9.1.5 The death, Incompetency, Disability, withdrawal, resignation, or dissolution of the Managers which results in there being no surviving Manager, unless within ninety (90) days of such event, the Members appoint a successor Manager.

9.2 STATEMENT OF INTENT TO DISSOLVE. As soon as possible after the occurrence of any of the events specified in Section 9.1 above, the LLC shall execute a Statement of Intent to Dissolve in such form as prescribed by the Secretary of State.

9.3 CONDUCT OF BUSINESS. Upon the filing of the Statement of Intent to Dissolve with the Secretary of State, the LLC shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the LLC's separate existence shall continue until the Articles of Dissolution have been filed with the Secretary of State or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

9.4 DISTRIBUTION OF NET PROCEEDS. The Interest Holders shall continue to divide Net Profit and Loss and Available Cash Flow during the winding-up period in the same manner and the same priorities as provided for in Articles 4 and 5 hereof. The Property of the LLC shall be liquidated and the proceeds from the liquidation of Property shall be applied in the following order:

9.4.1 To the payment of creditors, including, but not limited to Members, in the order of priority as provided by law;

9.4.2 To the Interest Holders in accordance with the positive balances in their Capital Accounts after adjustments for all allocations of Net Profit and Net Loss,

Where the distribution pursuant to this Section 9.4 consists both of cash (or cash equivalents) and non-cash assets, the cash (or cash equivalents) shall first be distributed, in a descending order, to fully satisfy each category starting with the most preferred category above. In the case of noncash assets, the distribution values are to be based on the fair market value thereof as determined in good faith by the Members, and the shortest maturity portion of such non-cash assets (e.g., notes or other indebtedness) shall, to the extent such non-cash assets are readily divisible, be distributed, in a descending order, to fully satisfy each category above, starting with the most preferred category.

ARTICLE 10
INDEMNIFICATION OF THE MEMBERS AND MANAGERS
AND THEIR AFFILIATES

10.1 INDEMNIFICATION OF THE MEMBERS, MANAGERS, AND THEIR PRINCIPALS. Neither the Managers nor a Member shall be liable, responsible or accountable in damages or otherwise to the LLC or the other Members for any act or omission performed or omitted by such Member or Managers in good faith on behalf of the LLC or the Members, as the case may be, and in a manner reasonably believed by such Member or Managers to be within the scope of the authority granted to such Member or Managers by this Agreement and in the best interests of the LLC except when such action or failure to act constitutes gross negligence or willful misconduct. Each Member or Manager shall be indemnified by the LLC against liability for any act performed by such Member or Manager within the scope of the authority conferred upon such Member or Manager by this Agreement; provided, however, that no indemnification may be made in respect of any claim, issue or matter as to which such Member or Manager shall have been adjudged by a court of competent jurisdiction to be liable for gross negligence or willful misconduct in the performance of such Member's or Manager's duty to the LLC unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case, despite the adjudication of liability for gross negligence or willful misconduct, such Member or Manager is fairly and reasonably entitled to indemnity for those expenses which the court deems proper.

10.2 EXPENSES. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding brought by a party other than the LLC and in accordance with Section 10.1 shall, from time to time, be advanced by the LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the LLC of an undertaking, reasonably secured, by or on behalf of the Indemnitee to repay such amount if it shall be determined that such Person is not entitled to be indemnified as authorized in Section 10.1.

10.3 INDEMNIFICATION RIGHTS NON-EXCLUSIVE. The indemnification provided by Section 10.1 shall be in addition to any other rights to which those indemnified may be entitled under any agreement, vote of the Members, as a matter of law or equity or otherwise.

10.4 ASSETS OF THE LLC. Any indemnification under Section 10.1 shall be satisfied solely out of the assets of the LLC. No Member or Manager shall be subject to personal liability or required to fund or to cause to be funded any obligation by reason of these indemnification provisions.

ARTICLE 11 AMENDMENTS

11.1 AMENDMENT, ETC. OF OPERATING AGREEMENT. Amendments to this Agreement may be made from time to time by the Members with the written consent or approval of at least one Manager and a Majority In Interest, provided, however, any modification to Sections 2.6 or 5.1 hereinabove shall require written consent of all of the Members.

11.2 AMENDMENT, ETC. OF ARTICLES OF ORGANIZATION. Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, in no event shall the Articles of Organization be amended without the vote of a Majority In Interest.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 COUNTERPARTS. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

12.2 SURVIVAL OF RIGHTS. Except as otherwise provided herein, this Agreement shall be binding upon, and, as to permitted or accepted successors, transferees and assigns, inure to the benefit of the Members and the LLC and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

12.3 SEVERABILITY. In the event any section, or any sentence within any section of this Agreement, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

12.4 NOTIFICATION OR NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered (which shall mean to include delivery by hand, commercial messenger, or overnight courier), transmitted by facsimile (with mechanical confirmation of transmission), or deposited in the United States mail, registered or certified, postage prepaid, addressed to the parties' addresses set forth on

Exhibit "A". Notices given in the manner provided for in this Section 12.4 shall be deemed given on the third day following deposit in the mail or on the day of transmission or delivery if given by facsimile, hand, or commercial carrier. Notices must be addressed to the parties hereto at the addresses set forth on Exhibit "A", unless the same shall have been changed by notice in accordance herewith.

12.5 CONSTRUCTION. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Members.

12.6 SECTION HEADINGS. The captions of the Articles or Sections in this Agreement are for convenience only and in no way define, limit, extend or describe the scope or intent of any of the provisions hereof, shall not be deemed part of this Agreement and shall not be used in construing or interpreting this Agreement.

12.7 GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted according to the laws of the State of California.

12.8 ADDITIONAL DOCUMENTS. Each Member, upon the request of a Manager, agrees to perform all further acts and execute, acknowledge and deliver all documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement, including but not limited to acknowledging before a notary public any signature heretofore or hereafter made by a Member.

12.9 PRONOUNS AND PLURALS. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

12.10 TIME OF THE ESSENCE. Except as otherwise provided herein, time is of the essence in connection with each and every provision of this Agreement.

12.11 FURTHER ACTIONS. Each of the Members agrees to execute, acknowledge and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions, and the intent, of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

12.12 PARTITION. The Members agree that the Property that the LLC may own or have an interest in is not suitable for partition. Each of the Members hereby irrevocably waives any and all rights that such Member may have to maintain any action for partition of any Property in which the LLC may at any time have an interest.

12.13 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Members, and supersedes all prior written and oral agreements, understandings and negotiations with respect to, the subject matter hereof.

12.14 WAIVER. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

12.15 ATTORNEYS' FEES. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses reasonably incurred in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit or arbitration procedure on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

12.16 LEGAL REPRESENTATION OF PARTIES -- CONFLICT OF INTEREST. The parties to this Agreement understand and acknowledge that the Agreement was drafted by the law firm of King, Weiser, Bazar and Jacobs ("KWBJ"), as legal counsel to Thomas Ross and that in preparing this Agreement, KWBJ has not rendered confidential advice, nor acted as an advocate, to any other Member, and cannot do so as a consequence of the inherent conflict of interest among the Members, and the Members and the LLC. Accordingly, all of the Members, other than Thomas Ross, each acknowledge that they have been advised by KWBJ to seek independent legal representation with respect to execution of this Agreement and their rights and obligations hereunder.

12.17 POWER OF ATTORNEY.

12.17.1 Each Member, by the execution of this Agreement or any counterpart thereof does hereby irrevocably constitute and appoint the Managers and any person or entity which becomes a successor or additional Manager of the LLC, and any officer of a Manager, and each of them acting singly, in each case with full power of substitution, his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to make, execute, acknowledge, swear to, deliver, file and record such documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to, (a) all amendments to this Agreement required or permitted by law or the provisions of this Agreement, (b) all certificates and other instruments deemed advisable by the Managers to permit the LLC to become or to continue as a limited liability company, (c) all instruments that effect a change or modification of the LLC in accordance

with this Agreement, (d) all documents which reflect the exercise by the Managers of any of the powers granted to the Managers under this Agreement, (e) all conveyances and other instruments deemed advisable by the Managers to effect the dissolution and termination of the LLC, (f) all fictitious or assumed name certificates required or permitted to be filed on behalf of the LLC, and (g) all other instruments which may be required or permitted by law to be filed on behalf of the LLC.

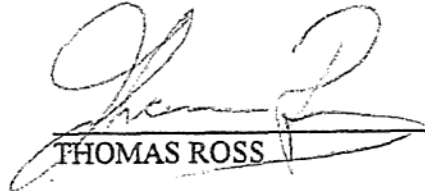
12.17.2 The foregoing power of attorney:

(i) Is coupled with an interest and shall be irrevocable and survive the death or incapacity of each Member;

(ii) Shall survive the delivery of an assignment by a Member of the whole or any portion of his or her Interest in the LLC, but only until the assignee of the Interest is admitted as a Member.

12.17.3 Each Member shall execute and deliver to the Managers within five (5) days after receipt of the Managers' request thereof such further designations, powers-of-attorney and other instruments as the Managers deem necessary.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first written above.


THOMAS ROSS

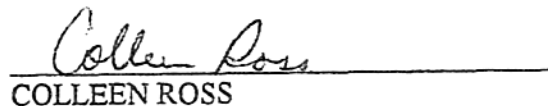

COLLEEN ROSS

EXHIBIT "A"

| <u>Member and Address</u> | <u>Capital Contribution</u> | <u>Percentage Interest</u> |
|--|-----------------------------|----------------------------|
| Thomas Ross 451 S. Brand Blvd. STE 207 San Fernando, CA 91340 | \$10,000.00 | 50% |
| Colleen Ross 451 S. Brand Blvd. STE 207 San Fernando, CA 91340 | \$10,000.00 | 50% |
| TOTAL: | \$20,000.00 | 100% |



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: TE CONECTAMOS, LLC
Entity No.: 199921110014
Registration Date: 07/29/1999
Entity Type: Limited Liability Company - CA
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 04, 2026.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 454058122

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

YOUR RETURN MAILING ADDRESS

NAME: COLLEEN ROSS

ADDRESS: 451 S. BRAND BLVD. STE 207

CITY: SAN FERNANDO STATE: CA ZIP CODE: 91340

2024052876



FILED
3/11/2024

EXPIRES
3/11/2029

DEAN C. LOGAN, REGISTRAR-RECORDER/COUNTY CLERK

Electronically signed by SHAMEKA MELTON

FICTITIOUS BUSINESS NAME STATEMENT

The following person(s) is (are) doing business as:

1. TEKWERKS INTERNET 2. _____
Fictitious Business Name(s)

451 S. BRAND BLVD. STE 207
Street address of principal place of business

SAN FERNANDO CA 91340 LOS ANGELES
City State Zip COUNTY

Articles of Incorporation or Organization Number (if applicable): AI #ON 199921110014

REGISTERED OWNER(S):

1. TE CONECTAMOS LLC
Full Name/Corp/LLC (if Corp/LLC must be registered in CA)

451 S. BRAND BLVD. STE 207
Business Mailing Address (if Corp. or LLC enter the physical address of the Corp./LLC)

SAN FERNANDO CA 91340
Business Mailing City Business Mailing State Business Mailing Zip

CA
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN TWO REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- a Married Couple
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

The date registrant commenced to transact business under the fictitious business name or names listed above on 10/2014
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000)).

REGISTRANT/CORP/LLC NAME (PRINT) TE CONECTAMOS LLC TITLE MEMBER

REGISTRANT SIGNATURE Colleen Ross IF CORP OR LLC, PRINT NAME COLLEEN ROSS

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE)

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

VERIFIABLE BY GOING TO LAVOTE.GOV/FBN/CERTIFY TO SEARCH BY COPY NUMBER 3000067299

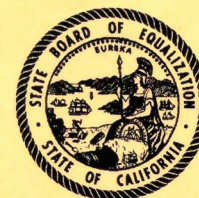
BY: SHAMEKA MELTON, Deputy

P.O. BOX 1208, NORWALK, CA 90651-1208

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

1/1/2003 SR AC 100-180039

TE CONECTAMOS
TE CONECTAMOS LLC
451 S BRAND BLVD STE 207
SAN FERNANDO, CA 91340-3641

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

CITY OF LANCASTER

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Lancaster, California Only"



Business Name TEKWERKS INTERNET
Business Location 451 S Brand Blvd Suite 207
San Fernando, Ca 91340-3640
Business Owner(s) TE CONECTAMOS LLC

Business License Number 07706531
Effective Date April 01, 2026
Expiration Date March 31, 2027

Description INTERNET SERVICE PROVIDER
TEKWERKS INTERNET
451 S BRAND BLVD SUITE 207
SAN FERNANDO, CA 91340-3640

This certificate signifies that the person named on the face hereof has fulfilled the requirement of Title 5 of the Lancaster Municipal Code by obtaining a business license and paying the required fees. It does not entitle the licensee to transact any business unless the licensee has complied with all requirements of this chapter and any other applicable federal, state or local regulations pertaining to such business including, but not limited to, all applicable provisions of this Code. This certificate does not constitute, imply possession of or represent any other federal, state, or local permit, certificate or license required to conduct this business. This license may be suspended or revoked or conditioned with cause, per Title 5.

This License becomes void if any of the information on this license changes. License is not transferable or assignable. License must be posted for inspection by public.

For all inquiries regarding this license, contact HdL Business License Division at (661) 495-5100.

TEKWERKS INTERNET:

Thank you for your payment on your City of Lancaster Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. POST LICENSE IN A CONSPICUOUS PLACE. LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE.** If you have questions concerning your business license, contact the Business Support Center via email at Lancaster@hdlgov.com or by telephone at: (661) 495-5100.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

SEPARATE BUSINESS LOCATIONS

In accordance with the section 5.04.020 of the City's Municipal Code, a separate license must be obtained for each branch establishment or location of the business transacted and carried on and for each separate unrelated type of business at the same location, and each license shall authorize the licensee to transact and carry on only the business licensed thereby at the location or in the manner designated in such license; provided, that warehouses and distributing plants used in connection with and incidental to a business license under the provision of this chapter shall not be deemed to be a separate place of business or branch establishment.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Lancaster

BUSINESS CERTIFICATE

TEKWERKS INTERNET
451 S BRAND BLVD SUITE 207
SAN FERNANDO, CA 91340-3640

License Number: 07706531

Date of Issue: 04/01/2026

CITY OF SAN FERNANDO

BUSINESS LICENSE TAX CERTIFICATE



Business Name: TE CONECTAMOS LLC
Business Location: 451 S BRAND BLVD STE 207
SAN FERNANDO, CA 91340-3626

Business Type: BUSINESS SERVICES

Owner(s): TOM ROSS
COLLEEN ROSS
TE CONECTAMOS LLC
451 S BRAND BLVD 207
SAN FERNANDO, CA 91340-3641

License Number: 02102905
Date Issued: 1/1/2026
Expiration Date: 12/31/2026

*THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.
IT IS NOT TRANSFERABLE OR ASSIGNABLE*

TE CONECTAMOS LLC:

Thank you for your payment on your City of San Fernando Business License.

This License Certificate does not permit any individual, business, or corporate entity, to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of San Fernando Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, or federal government; or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at sanfernando@HdLgov.com or by telephone at (747) 210-9154.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



CITY OF SAN FERNANDO
8839 N CEDAR AVE #212
FRESNO, CA 93720



CITY OF SAN FERNANDO

BUSINESS LICENSE TAX CERTIFICATE

TE CONECTAMOS LLC
451 S BRAND BLVD 207
SAN FERNANDO, CA 91340-3641

License Number: 02102905

Date of Issue: 01/01/2026

Appendix B

NOT APPLICABLE

Appendix C

Tekwerks Internet has no affiliates or entities associated with the company.

Appendix D

Officers/Directors

Tekwerks Internet is wholly owned and operated by Tom and Colleen Ross, Husband and Wife married within the state of California. Tekwerks Internet has no other partners, directors, agents or owners direct or indirect with any financial interest.

Home Address:

Tom and Colleen Ross

13834 Kismet Ave Sylmar CA 91342

818-362-8965

Tom Ross: Personal Cell 818-822-7146 email tomr@tekwerks.com

Colleen Ross: Personal Cell: 818-472-7721 email leen@tekwerks.com

Tom Ross

Bio

Tom Ross is the founder and current CEO of Tekwerks and Tekwerks Internet, two companies that deliver value to their clients through innovative infrastructure solutions and Broadband Internet Service.

After working in the technology sector for 3 years and achieving his degree in Computer Sciences, Tom started Tekwerks in 1986, servicing the technology needs of small business in the LA area. Tekwerks has grown to provide management services, contract service as a Managed Service Provider for companies of 10 to 500 employees. By taking on large and unique infrastructure projects for clients of all sizes and verticals, including Government, industrial, commercial, large residential and MDU, Tekwerks is now a leader in IT in the San Fernando Valley.

Tekwerks Internet was established in 1998 to focus all of the accumulated internet service experience Tekwerks had developed into a separate company. Today Tekwerks Internet has grown into a regional ISP servicing hundreds of customers with 80% consisting of small and large business. Delivering bandwidth using Fiber and Fixed-Wireless, Tekwerks Internet reaches from Marina Del Rey to Lancaster with a focus on the San Fernando Valley. Increasingly leveraging its infrastructure to deliver network services to Cities, large multi-site companies, and other internet providers, Tekwerks has evolved into a regional enterprise internet provider.

During the past 35 years, Tom consulted for companies, school districts, and municipalities all over California and regularly speaks on technology issues including technical aspects of networking, security, Net Neutrality, AI, best business practices, and the transformative nature of technology. Part of his philosophy has been the concept of service, both to customers and the community as large. Over the years he has engaged in traditional and non-traditional community service. He sat on the Los Angeles Information Systems Commission for 9 years in an unpaid advisory committee. He has been an active member of the Kiwanis Club, Sits on the board of the San Fernando City Chamber of Commerce and heads their Government Affairs Committee. He also serves as Vice Chair of the United Chambers of Commerce Government Affairs Committee. He has worked in an advisory capacity with the High-Speed Rail committee, LA Metro, and serves on the board of 3 non-profits.

For Information Please Contact:

Tom Ross
CEO

Colleen Ross

Bio

Colleen Ross is a native Californian born to Dutch immigrants and raised in the Santa Clarita Valley of California. She is the current CFO of Tekwerks and Tekwerks Internet.

After college at San Diego State university, Colleen began work at the telephone company GTE. For 10 years she worked her way up from operator to billing department where she audited and managed corporate billing issues for thousands of GTE customers. At her peak through the GTE to Verizon transition, she managed a billing team of 12 people collectively reviewing and processing tens of thousands of customer bills for the corporate division each month. After her marriage to Tom Ross, she took several years off to raise her first son, then began managing the finance of the Tekwerks companies. Today she is the controller and CFO and majority LLC member of both Ross Technology LLC, dba Tekwerks, and Te Conectmaos LLC dba Tekwerks Internet. Her roll is managing all the companies finances from daily bookkeeping and billing to loan servicing, leasing, and tax resolution and management. She works closely with our legal and CPA partners and manages our credit lines with our vendors and suppliers.

In her personal life she became involved with local schools and worked to fundraise for the local Catholic Church. Following her husbands interest in the Kiwanis club, she assisted with fundraisers and service projects in the local community.

For Information Please Contact:

Colleen Ross

CFO

Tekwerks

451 S. Brand Blvd #207

San Fernando CA 91340

Tel: 818-365-1986 x 101

Cel: 818-822-7146

www.tekwerks.com

leen@tekwerks.com

Appendix E

Financial Ability

Tekwerks Internet has been in business for over 25 years providing internet services. We are a growing and expanding concern with positive cash flow, financials available for the last 6 years, healthy cash balances, serviceable debt, and a growing customer base. Please see the attached 2025 balance sheets and P and L statement for your review.

Our Accountant and Accounting firm is:

Stepan M. Stepanian, EA

FISHMAN GELLER & STEPANIAN, LLP

150 East Colorado Boulevard, Suite 210, Pasadena, CA 91105

T (626) 793-0909 (ext 109)

F (626) 793-5513

E Stepan@FGSCPA.com

TE CONECTAMOS, LLC
Balance Sheet
As of December 31, 2025

| | <u>Dec 31, 25</u> |
|-----------------------------------|-------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Citibank | 23,474.04 |
| Health Equity | 38,744.54 |
| Health Equity Colleen | 1,000.00 |
| Total Checking/Savings | <u>63,218.58</u> |
| Accounts Receivable | |
| Accounts Receivable | -2,157.33 |
| Total Accounts Receivable | <u>-2,157.33</u> |
| Other Current Assets | |
| Prepaid State Tax | 1,000.00 |
| Refund Receivable | 1,000.00 |
| 1499 - Undeposited Funds | 1,191.49 |
| Total Other Current Assets | <u>3,191.49</u> |
| Total Current Assets | 64,252.74 |
| Fixed Assets | |
| Accumulated Depreciation | -90,780.25 |
| Computer Equipment | 90,780.25 |
| Total Fixed Assets | <u>0.00</u> |
| TOTAL ASSETS | <u><u>64,252.74</u></u> |
| LIABILITIES & EQUITY | 64,252.74 |

TE CONECTAMOS, LLC
Profit & Loss
January through December 2025

| | <u>Jan - Dec 25</u> |
|-------------------------|--------------------------|
| Ordinary Income/Expense | |
| Income | 998,495.06 |
| Cost of Goods Sold | <u>389,783.39</u> |
| Gross Profit | 608,711.67 |
| Expense | <u>499,997.39</u> |
| Net Ordinary Income | 108,714.28 |
| Other Income/Expense | |
| Other Income | <u>230.27</u> |
| Net Other Income | <u>230.27</u> |
| Net Income | <u><u>108,944.55</u></u> |



Tekwerks Contact and Legal Information:

Te Conectamos LLC dba Tekwerks Internet
Tom D. Ross
451 S. Brand Blvd #207
San Fernando, CA 91340
Office: 818-365-1986
Fax: 818-365-1964
Email: tomr@tekwerks.com

Project Director & Authorizing Signatory:

Tom D. Ross is the specified authorizing signatory for any related issues pursuant to this application.

Presented by:

A handwritten signature in black ink, appearing to read 'Tom Ross', with a stylized flourish at the end.

Tom Ross, CEO Tekwerks Internet

Tekwerks
451 S. Brand Blvd #207
San Fernando CA 91340
Tel: 818-365-1986 x 101
Cel: 818-822-7146
www.tekwerks.com
tomtech@tekwerks.com

ATTACHMENT A

SWORN AFFIDAVIT


Name of Applicant/Company Te Conectamos LLC dba Tekwerks Internet

My name is Tom Ross. I am Owner of Te Conectamos LLC dba Tekwerks Internet. My personal knowledge of the facts stated herein has been derived from my employment with Te Conectamos LLC dba Tekwerks Internet.

I affirm that Te Conectamos LLC dba Tekwerks Internet:

- Agrees to comply with all federal and state statutes, rules, and regulations, Commission requirements as a Telephone Corporation, and state contractual rules and regulations, if granted the request as stated in this application;
- Certifies that all responses to the attached 1013 Registration for CPCN are true and correct; and

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission’s Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.



Signature
CEO 5/4/26

Tom Ross, Owner
Name and Title



Te Conectamos LLC
 451 S Brand Blvd STE 207 STE 207
 San Fernando, CA 91340

Citibank
 90-7172/3222

4151

5/5/2026

PAY TO THE ORDER OF California Public Utilities Commission

\$ **256.00

Two Hundred Fifty-Six and 00/100*****

DOLL

ATTN: CPUC ALJ Docket Office -
 1013 Registration
 505 Van Ness Avenue
 San Francisco, CA 94102



Colleen Ross

AUTHORIZED SIGNATURE

MEMO

1013 Registration Fee of Te Conectamos dba *Tekwerks Internet*

⑈004151⑈ ⑆322271724⑆ 208803932⑈