

**ARTICLES OF ORGANIZATION
OF
HIGHEST POTENTIAL DESIGN, LLC**

The undersigned, for the purpose of associating to establish a Limited Liability Company for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the Virgin Islands of the United States (hereinafter called the Virgin Islands or the United States Virgin Islands), and including but not limited to the Virgin Islands General Uniform Limited Liability Company Act of the Virgin Islands, Title 13, Virgin Islands Code, Chapter 15, Section 1101 et. seq., and all statutes related thereto, as the same may be amended from time to time, do make and file these articles of organization in writing and do hereby certify:

First: The name of the Limited Liability Company (hereinafter called "Limited Liability Company") is

HIGHEST POTENTIAL DESIGN, LLC.

Second: The principal office of the Limited Liability Company in the Virgin Islands is located at 3E Estate Bakker, St. Thomas, USVI 00802, and the mailing address is P.O. Box 306777, St. Thomas, V.I. 00803.

The name of the initial resident agent of the Limited Liability Company is

JOHN P. WOODS,

whose physical address is 3E Estate Bakker, St. Thomas, USVI 00802 and whose mailing address is P.O. Box 306777, St. Thomas, USVI 00803.

The Limited Liability Company reserves the right to change the resident agent in accordance with the laws of the United States Virgin Islands.

The Sole Member of HIGHEST POTENTIAL DESIGN, LLC is JOHN P. WOODS, an individual of St. Thomas, U.S. Virgin Islands, whose physical address is 3E Estate Bakkerø, St. Thomas, USVI and whose mailing address is P.O. Box 306777, St. Thomas, USVI 00803. The Sole Member reserves the right to add Members in accordance with the laws of the United States Virgin Islands.

Third: The nature of the business of the Limited Liability Company and the objects or purposes to be transacted, prompted or carried on by it are as follows:

1. To engage in any and all lawful activities and businesses permitted under the laws of and in the United States Virgin Islands.
2. To design, purchase or borrow, or in any way acquire for investment or for sale or otherwise, any business, corporation or limited liability company, real property, personal property, tangible or intangible property, lands, contracts for the purchase or sale of lands, buildings, improvements, and any other real property, time shares, vacation shares, stocks, bonds, investment accounts, retirement accounts, of any kind or any interest therein, and as the consideration of same to pay cash or to issue or pledge the capital stock or ownership interest, debenture bonds, mortgage bonds, or other obligations of the Limited Liability Company, and to sell, convey, lease, mortgage, deed in trust, turn to account, convey, accept or otherwise deal with all or any part of the property, real or personal, tangible or intangible, including the intellectual property

of the Limited Liability Company; to and obtain real or personal property or to make loans upon real estate, improved or unimproved, and upon personal property, giving or taking evidences of indebtedness and securing the payment thereof by mortgage, trust deed, pledge or otherwise, and to enter into contracts to buy or sell any property, real or personal; to buy and sell mortgages, trust deeds, contracts, and evidences of indebtedness; to purchase or otherwise acquire, for the purpose of holding or disposing of the same, real or personal property of every kind and description, including the good will, stock, rights, and property of every kind and description, including the good will, stock, rights and property of any person, firm, association, corporation, or Limited Liability Company, paying for the same in cash stock, or bonds of this Limited Liability Company, and to draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments, or obligations of the Limited Liability Company, from time to time, for any of the objects or purposes of the Limited Liability Company without restriction or limit as to amount.

3. To design, make, manufacture, produce, prepare, process, purchase or otherwise acquire, and to hold, own, use, sell, import, export, dispose of or otherwise trade or deal in and with, any and all buildings, improvements, facilities, structures, personal property, machines, machinery, appliances, apparatus, goods, wares, products and merchandise of every kind, nature and description, and, in general, to engage or participate in any manufacturing or other business of any kind or character whatsoever, whether or not related to, conducive to,

incidental to or in any way connected with the above business.

4. To engage in the design, create, research, explore, engage in any laboratory and development work relating to any personal property, building, structure, real property, material, substance, compound or mixture now known or which may hereafter be known, discovered or developed and to perfect, develop, manufacture, use, apply and generally to deal in and with any such personal property, real property, material, substance, compound or mixture.
5. To adopt, apply for, obtain, register, purchase, lease, take licenses in respect of or otherwise acquire, and to maintain, protect, hold, use own, exercise, develop, manufacture under, operate and introduce, and to sell and grant licenses or other rights in respect of, assign or otherwise dispose of, turn to account, or in any manner deal with and contract with reference to, any trademarks, intellectual property, digital property, trade names, patents, patent rights, concessions, franchises, designs, copyrights, computer copyrights, historical registrations and distinctive marks and rights analogous thereto, and inventions, devices, processes, recipes, formulae and improvements and modifications thereof.
6. To purchase, lease or otherwise acquire, to hold, own, use, develop, maintain, manage and operate, and to sell, transfer, lease, assign, convey, exchange or otherwise turn to account or dispose of, and otherwise deal in and with such personal property, intellectual property, real property, whether located within the Virgin Islands or elsewhere, as may be necessary or convenient in connection with the business of the Limited Liability Company, and personal property, tangible or intangible, without limitation.
7. To purchase, lease, mortgage, construct or otherwise acquire, and to hold, own, use, maintain, manage and operate, land, real estate,

air rights, farms, condominiums, time-share units, buildings, factories, plants, laboratories, installations, equipment, machinery, pipe lines, rolling stocks, and other structures, facilities and apparatus of every kind and description, used or useful in the conduct of the business of the Limited Liability Company.

8. To purchase, lease, construct, or otherwise acquire and to hold, own, use, maintain, manage and operate dwelling houses and other buildings at or near any place of business of the Limited Liability Company for the purpose of furnishing housing and other conveniences to employees of the Limited Liability Company, and others, and to carry on a general mercantile business at or near any such place of business for the convenience of those residing in the vicinity thereof, and others.
9. To enter into, purchase or otherwise acquire, and to hold, pledge, sell, exchange, or otherwise dispose of securities (which term, for the purpose of this Article Third, shall include any shares of stock, bonds, debentures, notes, mortgages or other obligations and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or issued by any person, firm, association, Limited Liability Company or governmental body, and while the holder thereof to exercise all the rights, powers and privileges in respect thereof, including the right to vote, to the same extent as a natural person might or could do.

10. To enter into, make, perform and carry out contracts of every kind and description, not prohibited by law, with any Limited Liability Company person, firm, association, Limited Liability Company or governmental body; and to guarantee the contracts or obligations, and the payment of interest or dividends on securities, of any other person, firm, association, Limited Liability Company or governmental body.
11. To lend its uninvested funds from time to time to such extent, to such legal persons, Limited Liability Company firms, corporations, associations, Limited Liability Companies or governments or subdivisions, agencies or instrumentalities thereof, and on such terms and with such security, if any, as the members of the Management Committee that the Limited Liability Company may determine.
12. To borrow money for any of the purposes of the Limited Liability Company, from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such consideration, as may now be or hereafter shall be permitted by the laws of the Virgin Islands; and to secure the same by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the Limited Liability Company, then owned or thereafter acquired.
13. To acquire and undertake all or any part of the business, assets and liabilities of any person, firm, association or Limited Liability Company on such terms and conditions as may be agreed upon, and to pay for the same in cash, property or securities of the Limited Liability Company, or

otherwise, and to conduct the whole or any part of any business thus acquired, subject only to the provisions of the laws of the Virgin Islands.

14. To enter into any lawful partnership or to merge into, merge into itself or consolidate with, and to enter into agreements and cooperative relations, not in contravention of law, with any legal person, Limited Liability Company, association, corporation, trust or Limited Liability Company or to establish and own any limited liability company, any corporation, any trust, limited liability partnership, or any business organization permitted under the laws of the U.S. Virgin Islands.
15. To purchase, or otherwise acquire and to hold, cancel reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such extent and upon such terms as shall be permitted by the laws of the Virgin Islands; provided, however, that shares of its own ownership interest or capital stock so purchased or held shall not be directly or indirectly voted; and provided further, however, that nothing contained herein shall be construed as limiting the Limited Liability Companies rights pursuant to the laws of the United States Virgin Islands, including, but not limited to Title 13, Virgin Islands Code, Section 1101 et seq., and the statutes related thereto and all amendments related thereto.
16. To such extent as a Limited Liability Company organized under the laws of the Virgin Islands may now or hereafter lawfully do, to do, either as principal or agent and either alone or through subsidiaries or in connection with other persons, firms, associations, corporations, Limited Liability Company, or Limited Liability Companies,

all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purpose or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the Limited Liability Company or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights, and privileges which a Limited Liability Company or a Limited Liability Company may now or hereafter be organized to do or to exercise under the laws of the Virgin Islands.

17. To accept donations of personal property, real property, tangible or intangible property, digital property, intellectual property and to make donations to any organization or legal person.
18. To engage in any charitable activities, or operate or engage in any foundations, non-profit or community based, foundation, non-profit, economic development, research, academic, university, college, educational, artistic, financial, creative and/or intellectual property endeavors, investment organizations, immigration organizations, healthcare organizations, retail organizations, insurance organizations, think tanks, political action committees, or concession agreements that benefit the community, the United States Virgin Islands, the United States of America or the Limited Liability Company.

The foregoing provisions of this Article Third shall be construed both as purposes and powers and each as an independent purpose and power. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the Limited Liability Company, and the purposes and

powers herein specified, shall, except when otherwise provided in this Article Third, be in no wise limited or restricted by reference to, or inference from, the terms of any provision of this or any other Article of these Articles of Organization.

Fourth: The Limited Liability Company is to be carried on for pecuniary profit.

Fifth: The minimum amount of capital with which the Limited Liability Company will commence business is \$1,000.00.

Sixth: The Sole Member and/or Member(s) of the Limited Liability Company shall be subject in all respects to the provisions of an Operating Agreement to be entered into among and between the holder(s) of all the interest, profit, losses, income , sale, purchase and distribution of the Limited Liability Company and the Limited Liability Company, a copy of which Agreement will be filed at the principal office of the Limited Liability Company, which Operating Agreement among other things, variously imposes restrictions upon the sale, assignment, transfer, encumbrance, pledge or other disposition of interest, profit, losses, income and distribution to the Limited Liability Company and its members certain options to purchase the same. Each purchaser of the Limited Liability Company is hereby charged with notice of all provisions of the said Operating Agreement. In the event of any dispute or contradiction between the Articles of Organization and the Operating Agreement, the terms and conditions of the Operating Agreement shall govern. The Sole Member retains the sole right to amend the Operating Agreement.

Seventh: The Member(s) of the Limited Liability Company shall not be liable for the debts or obligations of the Limited Liability Company. The Limited Liability Company shall indemnify and hold harmless any Member for

all of the business activities and powers of the Limited Liability Company as discussed above.

Eighth: The names and places of residence of the organizer is as follows:

Name	Physical & Mailing Address
JOHN P. WOODS, an individual of St. Thomas, U.S. Virgin Islands, whose physical address is 3E Estate Bakkerø, St. Thomas, USVI and whose mailing address is P.O. Box 306777, St. Thomas, USVI 00803	

Ninth: The Limited Liability Company is to have perpetual existence and is not a Term Company.

Tenth: For the management of the business and for the conduct of the affairs of the Limited Liability Company, and in further creation, definition, limitation and regulation of the powers of the Limited Liability Company and of its members, it is further provided that the Limited Liability Company will be managed by the Sole Member or its Members pursuant to the terms of the Operating Agreement, which may designate a Management Committee comprised of members who shall provide and establish:

1. The number of members who shall serve on a Management Committee of the Limited Liability Company shall be fixed by, or in the manner provided in, the Operating Agreement, but in no

case shall the number be less than one (1). Meetings of the management committee may be held at such place or places within or outside of the United States Virgin Islands as shall be specified in the respective notices thereof or in the respective waivers of notice thereof signed by all the members of the Management Committee.

2. To the extent that it is permitted by the laws of the United States Virgin Islands, the Sole Member reserves the right to have a Manager managed Limited Liability Company in the future.

Eleven: The initial member of the Limited Liability Company shall be JOHN P. WOODS who shall comply with the terms and conditions in the Operating Agreement. The Operating Agreement shall govern the Limited Liability Company and shall be subject to being modified, changed or amended at the sole discretion of JOHN P. WOODS. In furtherance and not in limitation of the powers conferred by the laws of the Virgin Islands, and subject at all times to the provisions thereof, the member's/members' Management Committee is/are expressly authorized and empowered:

(a) To engage in all lawful activities permitted under the laws of the United States Virgin Islands and to manage the assets of the Limited Liability Company.

(b) To determine from time to time, whether and to what extent and at what times and places and under what conditions and regulations the accounts and books and documents of the Limited Liability Company, or any of them, shall be open to inspection by the Members; and members shall have the right to inspect any account or book or document of the Limited Liability Company in accordance with the laws of the United States Virgin Islands.

(c) To authorize and issue obligations of the Limited Liability Company, secured or unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Management Committee in its sole discretion may determine, and to authorize and cause to be executed mortgages and liens upon, any property of the Limited Liability Company, real or personal, including after-acquired property.

(d) To determine whether any, and if any, what part, of the net profits of the Limited Liability Company or of its net assets in excess of its capital shall be declared in dividends and paid to the Members, and to direct and determine the use and disposition thereof.

(e) To set apart a reserve or reserves, and to abolish any such reserve or reserves, or to make such other provisions, if any, as the Management Committee may deem necessary or advisable for working capital, for additions, improvements and betterments to plant and equipment, for expansion of the business of the Limited Liability Company (including the acquisition of real and personal property for the purpose) and for other purpose of the Limited Liability Company.

(f) To establish bonus, profit-sharing, pension, thrift, and other types of incentive, compensation or retirement plans for the members, or officers or employees (including members, officers and employees of the Limited Liability Company) and to fix the amounts of profits to be distributed or shared or contributed and the amounts of the Limited Liability Company funds otherwise to be devoted thereto and to determine the persons to participate in any such plans and the amounts of their respective participations.

(g) To issue, or grant options for the purchase of, shares of stock or ownership interests of the Limited Liability Company to members, officers and employees

(including officers and employees who are also part of the Management Committee) of the Limited Liability Company and its subsidiaries for such consideration and on such terms and conditions as the Member's/Members' Management Committee may from time to time determine.

(h) To enter into contracts for the management of the business of the Limited Liability Company for terms not exceeding three years, which may be renewed at the discretion of the Management Committee.

(i) By resolution or resolutions passed by a majority of the whole Management Committee, to designate one or more committees, each committee to consist of two or more members of the Limited Liability Company, which to the extent provided in such resolution or resolutions or in the Operating Agreement, shall have and may exercise the powers of the management committee (other than the power to remove or elect officers) in the management of the business and affairs of the Limited Liability Company and may have power to authorize the seal of the Limited Liability Company to be affixed to all papers which may require it, such committee or committees to have such name or names as may be stated in the Operating Agreement or as may be determined from time to time by resolution adopted by the management committee.

(j) To exercise all the powers of the Limited Liability Company, except such as are conferred by law, or by these Articles of Organization or by the Operating Agreement of the Limited Liability Company, upon the members.

4. Any one of or all of the members of the Management Committee may be removed, only with cause, after a judicial determination by a Court of Law in the United States Virgin Islands and thereupon the terms of each such member of the Management Committee who shall be so removed shall terminate.

5. No contract or other transaction between the Limited Liability Company and any other Limited Liability Company, whether or not such other Limited Liability Company, whether or not such other Limited Liability Company is related to the Limited Liability Company through the direct or indirect ownership by such other Limited Liability Company of a majority of the ownership interests or shares of the interest of the Limited Liability Company or by the Limited Liability Company of a majority of ownership interests or shares of the interest of such other Limited Liability Company, and no other act of the Limited Liability Company shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the members of the Limited Liability Company are pecuniarily or otherwise interested in, or are members or officers of, such other Limited Liability Company or Limited Liability Company or by the fact that such other Limited Liability Company or Limited Liability Company is so related to the Limited Liability Company. Any member of the Limited Liability Company individually, or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Limited Liability Company, provided that the fact that the individually or such firm or association is so interested shall be disclosed or shall have been known to the Management Committee or a majority of such members thereof as shall be present at any meeting of the Management Committee at which action upon any such contract or transaction shall be taken. Any member of the Limited Liability Company who is also a director or member or officer of such other Limited Liability Company or Limited Liability Company or who is so interested may be counted in determining the existence of a quorum at any meeting of the Management Committee which shall authorize any such contract or transaction, with like force and effect as if he/she were not such director or officer member of such other Limited

Liability Company or Limited Liability Company or not so interested.

6. (a) The Limited Liability Company shall defend and indemnify any Member and/or person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Limited Liability Company by reason of the fact that he is or was a member of the Management committee or director, officer, or member or employee or agent of the Limited Liability Company, or is or was serving at the request of the Limited Liability Company as the member of the Management Committee or director, officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in the settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if:

(1) he/she acted:

A. in good faith; and

B. In a manner he/she reasonably believed to be in or not opposed to the best interests of the Limited Liability Company; and

(2) with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best

interests of the Limited Liability Company, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Limited Liability Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Limited Liability Company to produce a judgment in its favor by reason of the fact that he/she is or was a director, member, officer, employee or agent of the Limited Liability Company as a member on the Management Committee, a director, officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust, Limited Liability Company or other enterprise against expenses (including attorneys fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted:

(1) in good faith; and

(2) in a manner he/she reasonably believed to be in or not opposed to the best interests of the Limited Liability Company.

However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or gross misconduct in the performance of his/her duty to the Limited Liability Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Member, director, officer, employee or agent of a Limited Liability Company or this Limited Liability Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him/her in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Limited Liability Company only as authorized in the specific case upon a determination that indemnification of the director, officer, member, employee or agent is proper in the circumstances because he/she had met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made:

(1) by the Management Committee by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding;

(2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested members so directs, by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding will be paid by the Limited Liability Company in advance of the final disposition of such action, suit or proceeding as authorized by the Management Committee in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to

which those seeking indemnification may be entitled under any operating agreement, vote of members or disinterested members or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Management Committee or director, officer, employee or agent and shall inure to the benefit of his/her heirs, executors and administrators of such person.

(g) The Limited Liability Company may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee or agent of the Limited Liability Company, or is or was serving at the request of the Limited Liability Company as a member, director, officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust, Limited Liability Company or other enterprise against any liability asserted against him and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Limited Liability Company would have the power to indemnify him/her against such liability under the provisions of this Section.

(h) For purpose of this Section, references to the Limited Liability Company shall include, in addition to the Limited Liability Company, any constituent Limited Liability Company (including any constituent of a constituent) or Limited Liability Company or corporation absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its members, directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent, Limited Liability Company or Limited Liability Company, or is or was serving at the request of such constituent, Limited Liability Company or Limited Liability Company as a director, officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise, shall stand in

the same position under the provisions of the Section with respect to the resulting or surviving Limited Liability Company as he/she would have with respect to such constituent, Limited Liability Company or Limited Liability Company if its separate existence had continued.

Twelve: The foregoing rights of indemnification shall apply to the heirs, executors and administrators of any such member or director or officer of the Limited Liability Company or of any other such Limited Liability Company or Limited Liability Company, and shall not be exclusive of any other rights to which any director or officer (or his/her heirs, executors or administrators) may be entitled under any provision of the Operating Agreement of the Limited Liability Company, any agreement or any vote of the Members, or as a matter of law, or otherwise.

Thirteen: The Sole Member of the Limited Liability Company reserves the right to amend, alter or repeal any of the provisions of these Articles of Organization and to add other provisions authorized by the laws of the United States Virgin Islands at the time in force in the manner and at the time prescribed by said laws, and all rights, powers and privileges at any time conferred upon the Sole Member are granted subject to the provisions of this Article and/or the Operating Agreement. If the Sole Member adds Members to the Limited Liability Company, then the Management Committee, shall be entitled to amend, alter or repeal any of the provisions of these Articles of Organization and to add other provisions authorized by the laws of the United States Virgin Islands.

Fourteen: These Articles of Organization may be signed separately on different dates or by email, by e-signatures, by scanned signatures, digital signatures, by facsimile or by a copy, which shall all be construed as

original signatures for the formation, interpretation and enforcement of this agreement in accordance with the laws of the United States Virgin Islands.

IN WITNESS WHEREOF, the undersigned, being the sole organizer hereinabove named in the Articles of Organization for HIGHEST POTENTIAL DESIGN, LLC, do hereby certify that the facts hereinabove stated are truly set forth and, accordingly, has hereunto set his signature, and acknowledgement before Notary Public, at ST. THOMAS, US VIRGIN ISLANDS, on the respective date duly noted below.

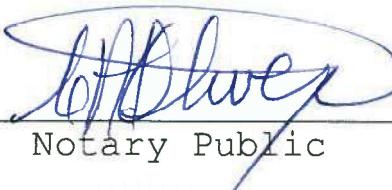


/s/ JOHN P. WOODS, ORGANIZER

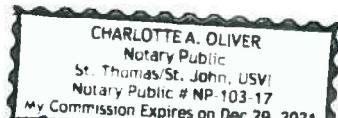
Date: June 12, 2020

TERRITORY OF THE U.S. VIRGIN ISLANDS)
DIVISION OF ST. THOMAS & ST. JOHN)

The foregoing Articles of Organization for HIGHEST POTENTIAL DESIGN, LLC, was acknowledged before me this 12th day of June, 2020, by JOHN P. WOODS, the Organizer.



Notary Public

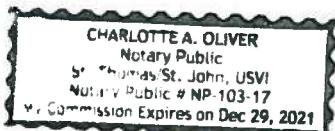


TERRITORY OF THE VIRGIN ISLANDS)
JUDICIAL DISTRICT OF ST. THOMAS & ST. JOHN) ss.:

The foregoing Operating Agreement and Exhibits A, B & C
was/were acknowledged before me as of the 12 day of
June, 2020 by JOHN P. WOODS,
Individually and as a Sole Member/Future Member/Member of
HIGHEST POTENTIAL DESIGN, LLC.



Notary Public



6/29/2020



EXHIBIT A TO THE OPERATING AGREEMENT OF HIGHEST POTENTIAL DESIGN, LLC

CERTIFICATE OF CAPITAL OWNERSHIP OF HIGHEST POTENTIAL DESIGN, LLC

The Capital Percentages of Ownership of HIGHEST POTENTIAL DESIGN, LLC are as follows:

JOHN P. WOODS:

100%

ONE HUNDRED PERCENT (100%) Ownership of HIGHEST POTENTIAL DESIGN, LLC

IN WITNESS WHEREOF, each of the parties hereto after having thoroughly reviewed this Certificate of Capital Ownership in HIGHEST POTENTIAL DESIGN, LLC, and being fully apprized and agreeing to each and every provision

hereof, executed this Agreement on the date opposite the signature of each party and effective on said date.

John P. Woods
JOHN P. WOODS, Individually & as Sole Member

DATE: June 17, 2020

EXHIBIT B TO THE OPERATING AGREEMENT OF HIGHEST POTENTIAL DESIGN, LLC

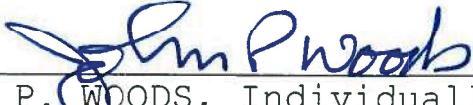
CERTIFICATE OF INCOME PARTICIPATION AND PROFIT DISTRIBUTION IN HIGHEST POTENTIAL DESIGN, LLC

The Income Percentages and Profit Distribution Percentages of HIGHEST POTENTIAL DESIGN, LLC are as follows:

JOHN P. WOODS: 100%

ONE HUNDRED PERCENT (100%) Ownership of HIGHEST POTENTIAL DESIGN, LLC

IN WITNESS WHEREOF, each of the parties hereto after having thoroughly reviewed this Certificate in HIGHEST POTENTIAL DESIGN, LLC, and being fully apprized and agreeing to each and every provision hereof, executed this Agreement on the date opposite the signature of each party and effective on said date.



JOHN P. WOODS, Individually & as Sole Member

DATE: June 12, 2020

IN WITNESS WHEREOF, each of the parties hereto after having thoroughly reviewed

This Certificate of Income Participation and Profit Distribution of HIGHEST POTENTIAL DESIGN, LLC, and being fully apprized and agreeing to each and every provision hereof, executed this Agreement on the date opposite the signature of each party and effective on said date, by signing their respective signatures:

JOHN P. WOODS:

100%

ONE HUNDRED PERCENT (100%) of HIGHEST POTENTIAL DESIGN, LLC

IN WITNESS WHEREOF, each of the parties hereto after having thoroughly reviewed this Certificate in HIGHEST POTENTIAL DESIGN, LLC, and being fully apprized and agreeing to each and every provision hereof, executed this Agreement on the date opposite the signature of each party and effective on said date.



JOHN P. WOODS, Individually & as Sole Member

DATE: June 12, 2020