EXHIBIT 79

TopDevz, LLC Operating Agreement (Manager-Managed)

DISCLAIMER

THE FOLLOWING FORM OF OPERATING AGREEMENT HAS BEEN PREPARED BY AN ATTORNEY LICENSED TO PRACTICE LAW IN CALIFORNIA. THE PROVISIONS CONFORM TO THE LAWS OF THE STATE OF CALIFORNIA AND MAY BE USED AS A REFERENCE IN PREPARING AN OPERATING AGREEMENT FOR A MANAGER-MANAGED LIMITED LIABILITY COMPANY ("LLC") FORMED UNDER CALIFORNIA LAW. IT MAY ALSO BE ADAPTED TO SERVE AS AN OPERATING AGREEMENT FOR A MEMBERS-MANAGED LLC BY MODIFYING AS NECESSARY THE PROVISIONS RELATING TO THE MANAGER TO VEST MANAGERIAL POWERS IN THE MEMBERS, AND OMITTING THE PROVISIONS RELATING TO APPOINTMENT, REMOVAL, AND POWERS OF A MANAGER. SUNDOC MAKES NO REPRESENTATION THAT THIS FORM OPERATING AGREEMENT COMPLIES WITH THE LEGAL REQUIREMENTS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

SUBJECT TO CALIFORNIA LAW, AN OPERATING AGREEMENT GOVERNS: RELATIONS AMONG THE MEMBERS OF THE LLC; RELATIONS BETWEEN THE MEMBERS AND THE LLC ITSELF; THE RIGHTS AND DUTIES OF THE MANAGER (IF ANY) OF THE LLC; THE ACTIVITIES OF THE LLC AND THE CONDUCT OF THOSE ACTIVITIES; AND THE MEANS FOR AMENDING THE OPERATING AGREEMENT.

NO SINGLE FORM OF OPERATING AGREEMENT CAN SERVE ALL LLC'S BECAUSE LLC'S DIFFER FROM ONE ANOTHER IN THE NUMBER AND COMPOSITION OF THEIR MEMBERS, THE DUTIES AND RESPONSIBILITIES OF THE MANAGER (IF ANY), AND THE PURPOSE FOR WHICH THE LLC HAS BEEN FORMED.

FOR THAT REASON, USERS OF THE FOLLOWING OPERATING AGREEMENT SHOULD CONSULT AN ATTORNEY TO DETERMINE WHAT PROVISIONS THEY MAY WISH TO ADD, REVISE OR DELETE ENTIRELY.

OPERATING AGREEMENT
(Manager – Managed Limited Liability Company)

for TopDevz, LLC ***[insert name],***

a California limited liability company

RECITALS:

A. This operating agreement is entered into as of May 9, 2017 *[insert date]* by [*Alternative 1] [insert names*] Ashkan Mirfakhr-Rajaee, Tyler Brandon Davis, and None or [*Alternative 2*] those Persons who have signed this Agreement and are listed on Exhibit B (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Beverly-Killea Limited Liability Company Act. The Articles of Organization of the Company filed with the California Secretary of State on May 9, 2017 *[insert date],* are adopted and approved by the Members.

C. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE I: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined will have the meanings set forth in California Corporations Code §17001.

1.1. "Act" means the Beverly-Killea Limited Liability Company Act (California Corporations Code §§17000-17656), including amendments from time to time.

1.2. "Adjusted Capital Contribution" is defined in Article IV, Section 4.6(a).

1.3. "Adjusted Capital Account Deficit" is defined in Article IV, Section 4.3(a).

1.4. "Affiliate" of a Member or Manager means any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager. The term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through membership, ownership of voting securities, by contract, or otherwise.

1.5. "Agreement" means this operating agreement, as originally executed and as amended from time to time.

1.6. “Articles of Organization” is defined in Corporations Code §17001(b) as applied to this Company.

1.7. “Assignee” means a Person who has acquired a Member’s Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.8. “Assigning Member” means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.9. “Available Cash” means all net revenues from the Company’s operations, including net proceeds from all sales, refinancings, and other dispositions of Company property that the Manager, in the Manager’s sole discretion, deems in excess of the amount reasonably necessary for the operating requirements of the Company, including debt reduction and Reserves.

1.10. “Book Adjustments” means, for any item of Company property for a given fiscal year, adjustments with respect to Book Value for depreciation, cost recovery, or other amortization deduction or gain or loss computed in accordance with Treasury Reg. §1.704-1(b)(2)(iv)(g), including Book Depreciation.

1.11. “Book Depreciation” means, for any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for that item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing: (1) the Gross Asset Value of that item at the beginning of the fiscal year (or the acquisition date during the fiscal year); by (2) the federal adjusted tax basis of the item at the beginning of the fiscal year (or the acquisition date during the fiscal year). If the adjusted tax basis of an item is zero, the Manager may determine Book Depreciation, provided that he or she does so in a reasonable and consistent manner.

1.12. “Capital Account” means, with respect to any Member, the account reflecting the capital interest of the Member in the Company, consisting of the Member’s initial Capital Contribution maintained and adjusted in accordance with Article III, Section 3.5.

1.13. “Capital Contribution” means, with respect to any Member, the amount of money $1 [, or services rendered or to be rendered,] and the fair market value of any property contributed to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take “subject to” under IRC §752) in consideration of a Percentage Interest held by that Member. A Capital Contribution will not be deemed a loan.

1.14. “Capital Event” means a sale or disposition of any of the Company’s capital assets, the receipt of insurance and other proceeds on account of an involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.15. "Company" means the company named in Article II, Section 2.2 of this Agreement.

1.16. "Company Minimum Gain" is defined in Article IV, Section 4.3(b).

1.17. "Confidential Information" is defined in Article X, Section 10.2.

1.18. "Corporations Code" ("Corp C") means the California Corporations Code.

1.19. "Economic Interest" means a Person's right to share in the income, gains, losses, deductions, credit, or similar items of the Company, and to receive distributions from the Company under this Agreement or under the Act, but does not include any other rights of a Member, including the right to vote, the right to participate in the management of the Company, or, except as provided in Corp C §17106, any right to information concerning the business and affairs of the Company.

1.20. "Electronic transmission by the Company" and "electronic transmission to the Company" have the meanings set out in Corp C §17001(o)(1)-(2).

1.21. "Encumber" means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.22. "Encumbrance" means, with respect to any Membership Interest, or any part of it, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.23. "Gross Asset Value" means, for any item of property of the Company, the item's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any item of property contributed by a Member to the Company will be the fair market value of that property, as mutually agreed by the contributing Member and the Company;

(b) The Gross Asset Value of any item of Company property will be adjusted as of the following times: (1) the acquisition of an interest or additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for an Economic Interest in the Company; and (3) the liquidation of the Company within the meaning of Treasury Reg. §1.704-1(b)(2)(ii)(g), provided, however, that adjustments under clauses (1) and (2) above will be made only if the Members have determined that the Company must revalue its assets in accordance with Treasury Reg. §1.704-1(b)(2)(iv)(f);

(c) The Gross Asset Value of any Company asset distributed to any Member will be the book value of that asset on the date of distribution; and

(d) The Gross Asset Value of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted tax basis of those assets under IRC §734(b) or 743(b), subject to the limitations imposed by IRC §755 and only to the extent that those adjustments are taken into account in determining Capital Accounts under Treasury Reg. §1.704-1(b)(2)(iv)(m), and if the Gross Asset Value of an asset has been determined or adjusted under paragraph (a), (b), or (d) of this Section 1.23, that Gross Asset Value will thereafter be adjusted by the Book Adjustments, if any, taken into account for the asset for purposes of computing Profits and Losses.

1.24. "Initial Members" means those Persons whose names are set forth Ashkan Mirfakhr-Rajaee & Tyler Brandon Davis [in the first sentence of this Agreement/in Exhibit A to this Agreement].

1.25. "Involuntary Transfer" means, with respect to any Membership Interest, or any part of it, any Transfer or Encumbrance, whether by operation of law, under court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.26. "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.27. "Losses." See Article IV, Section 4.2.

1.28. "Majority of Members" means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.

1.29. "Manager" means the Person named in Article II, Section 2.9, or the Person who from time to time succeeds any Person as a Manager and who, in either case, is serving at the relevant time as a Manager.

1.30. "Member" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who has not ceased to be a Member under Article VIII or for any other reason.

1.31. "Member Nonrecourse Debt" is defined in Article IV, Section 4.3(c).

1.32. "Member Nonrecourse Debt Minimum Gain" is defined in Article IV, Section 4.3(d).

1.33. "Member Nonrecourse Deductions" is defined in Article IV, Section 4.3(e).

1.34. "Membership Interest" means a Member's entire interest and rights in the Company, collectively, including the Member's Economic Interest, any right to Vote or participate in management, and any right to information concerning the business and affairs of the Company.

4.13. All Available Cash, other than revenues or proceeds from a Capital Event or the dissolution of the Company, will be distributed among the Members in the same manner as Profits. The parties intend that Available Cash will be distributed as soon as practicable following the Manager's determination that cash is available for distribution. The parties acknowledge that no assurances can be given about when or whether cash will be available for distributions to the Members.

4.14. All Available Cash resulting from a Capital Event (as distinguished from normal business operations or the dissolution of the Company) will be distributed to the Members in accordance with their respective Percentage Interests as soon as practicable following the Manager's determination that cash is available for distribution.

4.15. If the proceeds from a sale or other disposition of an item of Company property consist of property other than cash, the value of that property will be as determined by the Manager. If noncash proceeds are subsequently reduced to cash, that cash will be taken into account by the Manager in determining Available Cash and the Manager will determine whether the cash has resulted from operations or from a Capital Event.

4.16. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first will be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts will be made before the final distribution is made. The final distribution to the Members will be made as provided in Article IX, Section 9.2(d) of this Agreement. The provisions of this Section 4.16 and Article IX, Section 9.2(d), will be construed in accordance with the requirements of Treasury Reg. §1.704-1(b)(2)(ii)(b)(2).

ARTICLE V: MANAGEMENT

5.1. The business of the Company will be managed by the Manager named in Article II, Section 2.9, or a successor Manager selected in the manner provided in Article V, Section 5.3. Except as otherwise set forth in this Agreement, all decisions concerning the management of the Company's business will be made by the Manager.

5.2. The Manager will serve until the earlier of: (1) the Manager's resignation, retirement, death, or disability; (2) the Manager's removal by the Members; or (3) the expiration of the Manager's term as Manager, if a term has been designated by a Majority of Members. A new Manager will be appointed by a Majority of Members on the occurrence of any of the foregoing events.

5.3. Each new Manager will be appointed by a Majority of Members for: (a) a term expiring with the appointment of a successor; or (b) a term expiring at a definite time specified by a Majority of Members in connection with the appointment. A Manager who is not also a Member may be removed with or without cause at any time by action of a Majority of Members. A Manager who is a Member may be removed only on the Vote of all other Members.

5.4. The Manager, who will be the President of the Company, will have the powers and duties described in Section 5.8 of this Agreement and any other powers and duties that may be prescribed in this Agreement or by the Members. Notwithstanding the foregoing, the Manager will not take any of the following actions on behalf of the Company unless a Majority of Members has consented to the taking of that action:

(a) Any act that would make it impossible to carry on the ordinary business of the Company;

(b) Any confession of a judgment against the Company;

(c) The dissolution of the Company;

(d) The disposition of all or a substantial part of the Company's assets not in the ordinary course of business;

(e) The incurring of any debt not in the ordinary course of business;

(f) A change in the nature of the principal business of the Company;

(g) The incurring of any contractual obligation or the making of any capital expenditure with a total cost of more than $20,000.00 *[insert dollar amount];*

(h) The filing of a petition in bankruptcy or entering into an arrangement among the Company's creditors; and

(i) The entering into, on behalf of the Company, of any transaction constituting a "reorganization" within the meaning of Corp C §17600.

5.5. It is acknowledged that the Manager has other business interests to which the Manager devotes part of the Manager's time. The Manager will devote as much time to the conduct of the business of the Company as the Manager, in the Manager's own good faith and discretion, deems necessary.

5.6. The Manager will be entitled to compensation for the Manager's services as determined by the Members, and to reimbursement for all expenses reasonably incurred by the Manager in the performance of the Manager's duties.

5.7. The Company will have a President, who will be a Manager. The President will be the chief executive officer of the Company and will have general supervision of the business and affairs of the Company, will preside at all meetings of Members, and will have any other powers and duties usually vested in a chief executive officer. A Majority of the Members may provide for additional officers of the Company, may alter the powers and duties of the President, and will establish the powers and duties of all other officers and the compensation of all Company officers.

5.8. The Manager will cause all assets of the Company, whether real or personal, to be held in the name of the Company.

5.9. All funds of the Company will be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by the Manager. Withdrawal from those accounts will require only the signature of the Manager or any other person or persons as the Manager may designate.

ARTICLE VI: ACCOUNTS AND ACCOUNTING

6.1. Complete books of account of the Company's business, in which each Company transaction will be fully and accurately entered, will be kept at the Company's principal executive office and at any other locations as the Manager will determine from time to time, and will be open to inspection and copying on reasonable Notice by any Member or the Member's authorized representatives during normal business hours. The costs of inspection and copying will be borne by the Member.

6.2. Financial books and records of the Company will be kept on the Accrual *[select accrual or cash method of accounting],* which will be the method of accounting followed by the Company for federal income tax purposes. The financial statements of the Company will be prepared in accordance with generally accepted accounting principles and will be appropriate and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company will be January 1 through December 31.

6.3. At all times during the term of existence of the Company, and beyond that term if the Manager deems it necessary, the Manager will keep or cause to be kept the books of account referred to in Section 6.2, together with:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;

(b) A current list of the full name and business or residence address of each Manager;

(c) A copy of the Articles of Organization, as amended;

(d) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

(e) An original executed copy or counterparts of this Agreement, as amended;