

EXHIBIT B

AGREEMENT

WHEREAS, Accanito Capital Group, LLC., Accanito Holdings, LLC., Accanito Equity I, LLC, Accanito Equity II, LLC, Accanito Equity III, LLC, Accanito Equity IV, LLC. and Surge LLC (collectively the "Companies") seek to retain Melanie Damian as monitor ("Monitor") for the Companies under the terms set forth in this Agreement;

WHEREAS, Companies desire to retain Monitor to, among other things, review the financial operations and transactions of the Companies and approve disbursements from the Companies;

WHEREAS, Companies believe that it is in the best interest of creditors, Contributing Members, and stakeholders of the Companies to retain Monitor;

WHEREAS, Monitor agrees to provide the services set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and undertakings, the Parties agree, each with each other, as follows:

1. Purpose of Monitor - The Monitor is being retained to review the financial operations and transactions of the Companies and approve disbursements made by the Companies. In doing so, Monitor will exercise the authority provided by this Agreement with the goal of ensuring that assets are not dissipated and that the Companies' actions are in compliance with laws and regulations. Monitor shall also make recommendations to the Companies with the goal of maximizing the legally compliant operations and value of the assets of the Companies and, if applicable, present alternatives for operations to bring them into compliance with any applicable law or regulation for the benefit of the stakeholders including creditors. The Companies understand that such alternatives may include terminating noncompliant business operations.

2. Monitor and Companies' Obligations and Duties - In order to carry out the intent of this Agreement, Monitor and Companies agree as follows:

(a) Companies shall permit the Monitor to immediately inspect the books, records and other electronically stored data, tape recordings, and other documents of Companies, and to make and retain copies of said documents, data, and records either on or off the premises where they may be situated. Companies shall be entitled to object to such inspection and copying on the grounds of the attorney-client privilege, applicable work-product protections, and related doctrines with respect to materials prepared in anticipation of litigation ("privilege claims"), and shall, in the event any materials are withheld from inspection based upon such claims, provide a log of materials so withheld to the Monitor. The Monitor shall take all steps necessary to protect Companies' privileges as described above.

(b) Until further notice any firm, bank, financial or brokerage institution, futures commission merchant, corporation, partnership, association, or other person or entity which holds, controls, or maintains custody of any funds, securities, assets or other property of any kind that are owned,

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controlled, managed, or held by, in the name of, or for Companies, and who receives notice of this Agreement, shall provide the Monitor with information and records reasonably related to implementation of this Agreement, including producing records related to Companies' accounts and businesses, provided, however, that, prior to making any request for records pursuant to this paragraph, the Monitor shall first attempt to obtain any such records from the website of any entity possessing such records using the access information such as usernames, passwords or personal identification numbers (PINs) provided by Companies, or by having Companies authorize that such information be provided to the email or business address of the Monitor. The Companies agree to provide all requested usernames, passwords or PINs immediately upon request. Nothing in this paragraph shall be construed as a waiver or limitation of the Monitor's authority to directly contact any entity or institution and seek information and records if, in her discretion, the Monitor determines that such contact is necessary to obtain such information and records or verify the accuracy of information or records provided by Companies or it is otherwise appropriate to obtain such information and records.

(c) The Monitor shall have real-time access to all Companies' bank and financial institution accounts. Further, upon the effective date of this Agreement, written approval by the Monitor shall be required for the payment, transfer, or disbursement of all monies from those accounts.

(d) Companies and their officers, directors, employees, representatives and agents shall not directly or indirectly destroy, mutilate, conceal, alter or dispose of, in any manner, any of the books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records, or other property of Companies wherever located, including all such records concerning Companies' business operations.

(e) In the performance of the Monitor's duties outlined in this Agreement, the Monitor shall at all times use her best efforts to avoid disruptions to Companies' lawful business activities, including the payment of expenses and disbursements to Contributing Members and will avoid incurring unnecessary costs and, when dealing with third parties, maintain the confidentiality of Companies' proprietary business information.

(f) The Monitor shall confer with counsel for the Companies with respect to the production of documents or information requested by a governmental entity or third-parties in a litigation or adversarial matter and to the extent applicable protect any privilege belonging to Companies. The Monitor will immediately notify counsel for the Companies of any request for the production of documents or information by a governmental entity or third-party. The Companies have represented to Monitor their intention to fully cooperate with the current Securities and Exchange Commission investigation.

3. Monitor's Fees and Costs - Monitor shall be paid an hourly rate of \$600 per hour for her services. Monitor shall be entitled to retain such professionals as she reasonably believes are necessary to carry out the scope of this Agreement, provided that no such professionals shall bill at an hourly rate greater than \$600 per hour, and such professionals shall be paid their hourly rate for assisting the Monitor to carry out the scope of this Agreement. Monitor shall advise Companies in writing of her retention of any such professionals and the proposed rate(s) for any such retention. Companies shall pay the reasonable fees and costs reflected in the invoices of the Monitor and her retained professionals within 15 days

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after the Companies' receipt of such invoices and shall demonstrate to Monitor that the source of the funds used to pay such fees and costs are funds that (i) belong to the Companies and not to any of its investors, and (ii) are derived from activities of the Companies that are legal and compliant with applicable laws.

4. Expansion of Scope - The scope of the powers of the Monitor may be expanded only by written agreement of the parties to this Agreement.
5. Termination - This Agreement may be terminated by either party upon 15 days' written notice after full payment of all outstanding fees and costs incurred by Monitor and her retained professionals through the date of termination.
6. Monitor Reporting - The Monitor shall report findings every two weeks in a manner to be mutually agreed upon by the parties to this Agreement.
7. Entire Agreement - This Agreement constitutes the entire agreement among the parties hereto regarding the subject matter hereof. This Agreement may only be amended or modified by a written amendment signed by all of the parties hereto.
8. Severance of Unenforceable Provisions - Any paragraph or part of this Agreement that is found void or unenforceable shall be severed from this Agreement, and all other provisions of the Agreement shall remain in full force and effect.
9. Counterparts; Interpretation - This Agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel.
10. Headings - Paragraph headings are provided for convenience only, and shall not affect the interpretation of this Agreement.
11. Effective Date - This Agreement shall become effective upon the date when the last signatory has executed this Agreement

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

Accanito Capital Group, Inc.

By: 
Name: Brent Scarnato
Title: MBR
Date: 12/16/22

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Accanito Holdings, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Accanito Equity I, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Accanito Equity II, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Accanito Equity III, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Accanito Equity VI, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Surge, LLC.

By: [Signature]
Name: BRENT SEAMAN
Title: MBR
Date: 12/16/22

Melanie Damian, Monitor

Date: _____

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Accanto Holdings, LLC.
By: _____
Name: _____
Title: _____
Date: _____

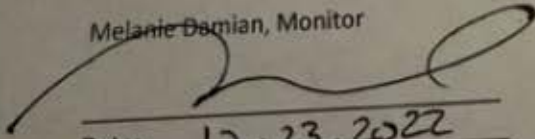
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Accanto Equity VI, LLC.
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Title: _____
Date: _____

Surge, LLC.
By: _____
Name: _____
Title: _____
Date: _____

Melanie Damian, Monitor

Date: 12.23.2022