

OPERATING AGREEMENT OF AGENDA INSIDER LLC

This Operating Agreement (the "Agreement") is made effective as of December 17, 2025, by and among the following members (collectively, the "Members"):

- Aaron Earnest, residing at 706 S Nebo Cir., Woodland Hills, UT 84653
- Dave Mineer, residing at [Insert Full Address], Parowan, UT [Zip]
- Jeff Frazier, residing at 9275 Biaggio Road, Boca Raton, FL [Zip]

WHEREAS, the Members desire to form a limited liability company under the laws of the State of Utah for the purposes set forth herein; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

Article 1: Formation and Name

1.1 Formation. The Members hereby form a limited liability company (the "Company") pursuant to the Utah Revised Limited Liability Company Act (Utah Code Ann. § 48-3a-101 et seq., as amended). The Certificate of Organization has been filed with the Utah Division of Corporations and Commercial Code.

1.2 Name. The name of the Company is Agenda Insider LLC.

1.3 Principal Place of Business. The principal place of business shall be 706 S Nebo Cir., Woodland Hills, UT 84653, or such other place as the Members may determine.

1.4 Registered Agent and Office. The registered agent is Aaron Earnest, at the principal address.

1.5 Term. The term of the Company shall be perpetual, unless dissolved earlier as provided herein.

1.6 Purpose. The purpose of the Company is to engage in the gathering, AI-assisted processing, summarization, and distribution of public planning commission agendas and related data services to construction industry professionals, and to transact any lawful business for which limited liability companies may be organized under Utah law.

Article 2: Members and Ownership Interests

2.1 Members. The Members of the Company are Aaron Earnest, Dave Mineer, and Jeff Frazier.

2.2 Ownership Interests. Each Member owns an equal one-third (33.33%) interest in the Company (the "Ownership Interest"), including rights to profits, losses, distributions, and voting.

2.3 Admission of New Members. New members may be admitted only with unanimous written consent of the existing Members.

Article 3: Capital Contributions

3.1 Initial Contributions. Each Member shall contribute the following initial capital:

- Aaron Earnest: \$1,000 (cash or in-kind services)
- Dave Mineer: \$1,000 (cash or in-kind services)
- Jeff Frazier: \$1,000 (cash or in-kind services) Additional contributions may be made as agreed unanimously.
- 3.2 No Interest on Contributions. No Member shall be entitled to interest on their capital contributions.

- 3.3 Return of Contributions. Capital contributions shall not be returned except upon dissolution or as otherwise agreed.
- 3.4 Additional Capital; Funding Decisions; Member Loans.
 - (a) No Mandatory Capital Calls. No Member shall be required to make additional capital contributions.
 - (b) Approved Funding Needs. If the Company requires additional funding beyond operating revenues, the Members may approve funding by (i) voluntary capital contributions, (ii) third-party financing, and/or (iii) Member Loans, in each case upon unanimous approval if such financing would create Company obligations above the thresholds in Section 4.2.
 - (c) Member Loans. Any Member may, with majority approval for amounts up to \$10,000 in the aggregate and unanimous approval above \$10,000, advance funds to the Company as a loan (“Member Loan”). Unless otherwise approved in writing, Member Loans shall bear interest at Prime + 2%, and shall be repayable from available cash before discretionary distributions (but after ordinary course operating expenses).
 - (d) No Dilution Unless Expressly Agreed. Contributions or loans by one or more Members shall not change Ownership Interests unless all Members unanimously approve an amendment specifying the new percentages.
- (If you want “capital calls with consequences,” replace (a)–(d) with a dilution-or-convertible-note structure; I didn’t include it because you said you’re not worried about most items and this keeps it simple.)
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Article 4: Management and Control

4.1 Management. The Company shall be member-managed. All Members shall participate in the management and control of the Company.

4.2 Voting. Each Member shall have voting rights equal to their Ownership Interest (one-third vote). Major decisions (e.g., borrowing money over \$5,000, entering contracts over \$10,000, admitting new members, or amending this Agreement) require unanimous approval. Day-to-day decisions require majority approval.

4.3 Meetings. Meetings of the Members may be called by any Member with at least 5 days' notice. Meetings may be held in person, by phone, or electronically.

4.4 Authority. Any Member may bind the Company in ordinary course of business, but not for extraordinary matters without unanimous consent.

4.5 Written Consents. Any action permitted or required to be taken at a meeting of the Members may be taken without a meeting if one or more written consents describing the action are signed (including by electronic signature) by the Members having not less than the minimum percentage of votes necessary to authorize such action. Email confirmation from a Member’s notice address in Section 10.5 shall constitute a signed writing for this purpose.

4.6 Deadlock; Escalation; Buy–Sell.

(a) Deadlock Defined. A “Deadlock” exists when a decision requiring unanimous approval under this Agreement is proposed in writing and is not approved unanimously within 20 days after such proposal is delivered to all Members.

(b) Step 1 — Mandatory Meeting + Written Proposals. Within 10 days after a Deadlock exists, any Member may deliver a written notice (“Deadlock Notice”) requiring a meeting (video/phone permitted) within 10 days thereafter. Each Member shall, at least 48 hours before the meeting, provide a written statement of (i) their position, (ii) acceptable alternatives, and (iii) any proposed compromise.

(c) Step 2 — Mediation. If the Deadlock is not resolved within 15 days after the meeting, the Members shall submit the dispute to confidential mediation in Utah County, Utah, administered by JAMS or AAA (commercial mediation rules). Mediation shall occur within 30 days after selection of the mediator. Mediation fees shall be paid by the Company unless the mediator allocates costs differently in a settlement.

(d) Step 3 — Final-Offer Arbitration for Deadlocks. If the Deadlock is not resolved within 15 days after completion of mediation, the Deadlock shall be resolved by binding final-offer arbitration administered under Section 10.6, as modified here:

- (i) within 7 days, each side shall submit a single written “Final Proposal” (including any dollar amounts, timelines, or contract terms);
- (ii) the arbitrator shall choose one Final Proposal in its entirety (no splitting the difference), based on which proposal is more reasonable and in the Company’s best interests; and
- (iii) the arbitrator’s selection shall be binding and treated as Member approval for the specific deadlocked matter only.

Practical note: For a 3-member deadlock, “each side” means (A) the Member proposing the action and (B) the opposing Member(s) jointly, unless the arbitrator structures submissions differently.

4.7 Banking; Authority; Spending Controls.

(a) Bank Accounts. The Company shall maintain Company funds in one or more accounts in the Company’s name.

(b) Authorized Signers. The Members shall designate by majority vote the initial authorized signers. Any change to authorized signers requires majority approval.

(c) Payment Approval. Any single Member may approve and pay ordinary course expenses up to \$500 per transaction. Any payment or commitment above \$500 requires approval of at least two Members, and any payment or commitment above \$2,500 requires majority approval.

(d) No Personal Use. Company funds shall not be used for personal expenses.

4.8 Compensation. No Member shall be entitled to salary, guaranteed payments, consulting fees, or other compensation for services to the Company unless approved by unanimous written consent, which shall specify amount, timing, and tax treatment.

Article 5: Allocations and Distributions

5.1 Allocations of Profits and Losses. Profits and losses shall be allocated to the Members in proportion to their Ownership Interests (one-third each).

5.2 Distributions. Distributions of available cash shall be made at such times and in such amounts as determined by unanimous vote of the Members, after reserving funds for operations and debts. Distributions shall be made in proportion to Ownership Interests.

5.3 Tax Allocations. The Company shall be taxed as a partnership under IRS rules, unless elected otherwise.

Article 6: Books, Records, and Accounting

6.1 Books and Records. The Company shall maintain complete books and records at the principal office, available for inspection by any Member.

6.2 Fiscal Year. The fiscal year shall be the calendar year.

6.3 Tax Returns. The Members shall prepare and file all required tax returns.

Article 7: Transfers and Assignment

7.1 Restrictions on Transfer. No Member may transfer, sell, or assign their Ownership Interest without the unanimous written consent of the other Members. Any attempted transfer without consent is void.

7.2 Right of First Refusal. If a Member wishes to sell their interest, the other Members have a right of first refusal on the same terms.

7.3 Permitted Transfers. Notwithstanding Section 7.1, a Member may transfer all or part of their Interest to (a) a revocable living trust for estate planning purposes, (b) an entity wholly owned and controlled by the Member, or (c) the Member's spouse or descendants, provided that (i) the transferring Member remains liable for all obligations under this Agreement, and (ii) the transferee becomes only an Assignee unless admitted as a Member pursuant to Section 2.3.

7.4 Assignees; Economic Rights Only. Any transferee or successor who is not admitted as a Member shall be an "Assignee" entitled only to allocations and distributions attributable to the transferred Interest, with no voting, management, inspection, or consent rights except as required by non-waivable law.

7.5 Dissociation Events. A Member shall be deemed "Dissociated" upon any of the following (each a "Dissociation Event"):

- (a) death;
- (b) incapacity or disability that prevents performance of material agreed duties (if any) for 90 consecutive days;
- (c) a voluntary written notice of withdrawal delivered at least 90 days in advance;
- (d) assignment for the benefit of creditors, bankruptcy filing, insolvency, or appointment of a receiver;
- (e) a divorce decree or domestic relations order purporting to transfer any portion of the Member's Interest to a spouse or former spouse; or
- (f) any attempted transfer in violation of Section 7.1.

7.6 Effect of Dissociation. Upon a Dissociation Event, the Dissociated Member (or their estate/representative) shall immediately cease to have any management or voting rights and shall thereafter hold only the rights of an Assignee unless and until purchased under Section 7.7 or admitted as a Member under Section 2.3.

7.7 Mandatory Purchase Option. Upon a Dissociation Event, the Company (first) and the non-dissociated Members (second) shall have an option to purchase all (but not less than all) of the Dissociated Member's Interest (the "Purchase Option").

(a) Election. The Company may elect within 60 days after notice of the Dissociation Event. If the Company does not elect, the non-dissociated Members may elect within the next 30 days.

(b) Allocation. If the non-dissociated Members elect to purchase, they shall purchase pro rata according to their Interests unless otherwise agreed in writing.

7.8 Valuation (Fair Market Value). The purchase price shall be the Fair Market Value (“FMV”) of the Dissociated Member’s Interest as of the Dissociation Event date, determined as follows:

(a) If within the prior 12 months the Company completed an arm’s-length sale of equity interests to a third party (not a Member or affiliate), FMV shall be implied by that transaction price (adjusted for class/rights, if any).

(b) Otherwise, FMV shall be determined by an independent valuation professional with at least 5 years experience valuing closely held software/data services businesses, selected by the Company and approved by a majority of the non-dissociated Members (approval not to be unreasonably withheld). The valuation professional’s determination shall be final absent manifest error. Valuation fees shall be paid by the Company.

7.9 Payment Terms. Unless otherwise agreed:

(a) Down Payment. 10% cash at closing.

(b) Note. Balance payable over 36 months in equal monthly installments at Prime + 2%, secured by the purchased Interest until paid.

(c) Closing Date. Closing shall occur within 60 days after the purchase price is determined.

(d) Offsets. Amounts owed by the Dissociated Member to the Company may be offset against the purchase price to the extent permitted by law.

7.10 Divorce / Bankruptcy Protections. Any spouse, former spouse, trustee, receiver, or bankruptcy estate shall be treated as an Assignee only, and shall not become a Member absent unanimous consent under Section 2.3. The Dissociated Member (or estate/representative) shall reasonably cooperate to execute documents required to implement the Purchase Option.

Article 8: Dissolution and Termination

8.1 Events of Dissolution. The Company shall dissolve upon: (a) unanimous vote of the Members; (b) judicial decree; or (c) loss of all Members without admission of new ones within 90 days.

8.2 Winding Up. Upon dissolution, the Members shall wind up affairs, pay debts, and distribute remaining assets pro rata to Ownership Interests.

Article 9: Indemnification

9.1 Indemnification. The Company shall indemnify Members for actions taken in good faith on behalf of the Company, to the extent permitted by Utah law.

Article 10: Miscellaneous

10.1 Governing Law. This Agreement shall be governed by Utah law.

10.2 Amendments. Amendments require unanimous written consent.

10.3 Entire Agreement. This is the entire agreement among the Members.

10.4 Severability. If any provision is invalid, the remainder shall remain in effect.

10.5 Notices. Any notice under this Agreement shall be in writing and may be delivered by (a) email, (b) certified mail, or (c) nationally recognized overnight courier. Email notice is effective when sent to the Member’s most recent email address on file with the Company (unless the

sender receives an automated bounce/back failure). Each Member shall maintain current notice contact information with the Company.

10.6 Mandatory Mediation; Binding Arbitration.

(a) **Covered Disputes.** Except as provided in subsection (h) (injunctive relief), any dispute, claim, or controversy arising out of or relating to this Agreement, the Company, or the Members' rights and obligations (a "Dispute") shall be resolved exclusively under this Section 10.6.

(b) **Good-Faith Negotiation.** A party asserting a Dispute shall give written notice describing the issue and proposed resolution. The Members shall meet (video/phone permitted) within 10 days and attempt to resolve the Dispute in good faith.

(c) **Mandatory Mediation.** If the Dispute is not resolved within 15 days after the meeting, the parties shall submit the Dispute to confidential mediation administered by JAMS (or, if unavailable, AAA) in Utah County, Utah, unless the parties agree to remote mediation. Mediation shall occur within 30 days after the mediator is appointed.

(d) **Binding Arbitration (Expedited).** If the Dispute is not resolved within 15 days after mediation concludes, the Dispute shall be resolved by binding arbitration administered by JAMS (or AAA) before one arbitrator, conducted on an expedited basis. The arbitration hearing may be held remotely unless the arbitrator determines an in-person hearing is necessary.

(e) **Streamlined Process.** Unless the arbitrator finds good cause otherwise:

- (i) discovery shall be limited to exchange of key documents and one round of written questions per side;
- (ii) no depositions;
- (iii) hearing time shall be limited to one day (or equivalent remote sessions); and
- (iv) the arbitrator shall issue a written decision within 30 days of the hearing.

(f) **Costs and Attorneys' Fees.**

(i) Arbitrator and forum fees (mediator/arbitrator and administrative fees) shall be paid by the Company from available funds, unless the arbitrator reallocates such costs due to a party's bad faith or frivolous position.

(ii) Each party shall bear its own attorneys' fees, except to the extent a fee award is required by non-waivable law or the arbitrator finds bad faith and awards fees as a sanction.

(g) **Award; Finality; Enforcement.** The arbitrator's award shall be final and binding. Judgment may be entered in any court of competent jurisdiction.

(h) **Injunctive Relief Carve-Out.** Notwithstanding the foregoing, a party may seek temporary or preliminary injunctive relief in court to prevent irreparable harm (e.g., misuse of Company IP, confidentiality breaches, unauthorized transfers), but the merits shall be resolved in arbitration.

(i) **Confidentiality.** Mediation, arbitration, and all related materials shall be confidential, except as necessary to enforce an award or as required by law.

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

/s/ Aaron Earnest Aaron Earnest

/s/ Dave Mineer Dave Mineer

/s/ Jeff Frazier Jeff Frazier