

LLC OPERATING AGREEMENT

This LLC Operating Agreement (“Agreement”) is entered into on 12/06/2023 (“Effective Date”).
The members in this Agreement are as follows:

Member Name: John Doe

Address: 125 Military Drive, Washington DC, 20001

Member Name: Tom Jerry

Address: 25 Empire State, New York, 20002

Above individuals are referred to herein individually as “Member” and together as “Members”.

Recitals

The company will be known as ABC LLC (“Company”) with a formation date of 16/06/2023.

The Company’s primary place of business will be Sans Fransisco.

The Company will be governed under the laws of the state of California.

The Company’s primary purpose is to provide Legal Support.

Agreement

NOW, THEREFORE, in consideration of the respective covenants and agreements contained in this Agreement, Members agree as follows:

1. INTEREST AND AUTHORITY

- a. The Members’ ownership interest in the Company will be as follows:

John : Class A

Tom : Class B

- b. All Members will have equal vote. No Member is authorized to act on their own in obtaining contracts, financial, or other obligations on the Company. Decisions will be based on a majority of equal votes.

2. CAPITAL CONTRIBUTIONS

- a. Members shall make a capital contribution in such amounts as listed below. The Members may take distributions of the capital from time to time in accordance with the limitations imposed by this Agreement.

_____ John : capital contribution of 15000

_____ Tom : capital contribution of 200000

3. PROFIT AND LOSSES

- a. The Members will share the net profits and net loss according to the following percentages:

_____ John : 50

_____ Tom : 50

- b. The profits will be accounted by the Company and distributed on a quarterly basis on the 15th of the following month after the expenses of the Company have been paid. Members can unanimously vote to not take a distribution and allow the profits to remain in the Company with the understanding that all profits and losses will be distributed upon the end of the calendar year for tax purposes.

4. MEMBER ROLES

- a. Members shall devote their best efforts and energy working to achieve the business objectives and financial goals of this Company.
- b. Members shall not be paid as members of the Company for performing any duties associated with such membership. Members may be paid for any services rendered in any other capacity for the Company, whether as officers, employees, independent contractors or otherwise.

5. ACCOUNTING

- a. All accounts related to the Company including the contributions and distributions accounts will be audited on a quarterly basis or upon a majority vote of the Members.
- b. All Members agree to maintain a joint account related to the Company. The Company will keep accurate and complete books or account for all accounts related to the Company. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request. Such request should be honored within 10 business days.
- c. Each Member will be responsible for his or her own taxes owed from their interest in the Company.

- d. Accounting records will be kept on an accrual basis.
- e. The fiscal year will be complete on the last day of December of each year. The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. All Members will receive all necessary tax documents by February 15 or the following year.
- f. The following members will be able to sign checks from any Company account:

Tom

John

6. NEW MEMBERS

- a. The Company will amend this Agreement to include new members upon the written and unanimous vote of all Members.
- b. The name of the Company may be amended if a new member is added to the Company upon the written and unanimous vote of all Members.

7. WITHDRAWAL, DEATH, OR DISABILITY

- a. The Members hereby reserve the right to withdrawal from the Company at any time. Should a member withdraw from the Company because of choice, death, or permanent disability that prevents said Member from performing their duties under this Agreement, the remaining Members will have the option to buy out the remaining shared of the Company.
- b. Should the Members agree to buy out the shares, the shares will be bought in equal amounts. Only upon the Members' unanimous agreement with outside firm's valuation of the shares considered final. The Members shall have 30 business days to decide if they want to buy and secure the funds for purchasing the shares.
- c. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be spilt equally among those Members wishing to purchase the shares. Said Members shall have 30 business days to decide if they want to buy and secure the funds for purchasing the shares.
- d. Should all Members agree by unanimous vote, the Company may choose to allow a non-member to buy the shares thereby replacing the previous Member.
- e. The name of the Company may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

8. DISSOLUTION

- a. Should the Company be dissolved by unanimous vote, the Company will be liquidated, and the debts will be paid. All remaining funds after the debts have been paid will be distributed within 15 business days based on the percentage of ownership interest outlined in this Agreement.

9. AMENDMENTS

- a. Amendments to this Agreement may be made upon the unanimous and written consent of all Members. Said Amendments must be in writing and signed by all Members.
- b. All amendments, notices, requests, claims, demands, and other communications between the Members shall be in writing and provided to all Members.

10. DISPUTE RESOLUTION

- a. The Members will attempt to resolve any dispute arising out of or relating to the Company or this Agreement through friendly negotiations. If the matter is not resolved by negotiation, the Members will resolve the dispute as follows:
 - i. Any controversies or disputes arising out of or relating to this Agreement by any Member will be submitted to mediation in accordance with any statutory rules of mediation in the state of California.
 - ii. If mediation is not successful in resolving the matter the entire dispute or the unresolved issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.
- b. Venue for mediation and arbitration will be in the defendant Members jurisdiction. If there are multiple defendant Members, the defendant Members will agree on venue. Venue must be provided to the plaintiff Member within 10 business days otherwise venue will be at the discretion of the plaintiff Member.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed as of the Effective Date first written above.

John Doe

Tom

Date

Tom

14/06/2023

Date