



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Office of the New Mexico Secretary of State
Filing Number: 0002484230
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Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

[REDACTED]

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:

(1) The name of the initial registered agent at the address is:

First Name	Last Name
[REDACTED]	[REDACTED]

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	[REDACTED] [REDACTED]	[REDACTED]	NM	[REDACTED]	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
[REDACTED]	[REDACTED]	NM	[REDACTED]	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
[REDACTED]	[REDACTED]	NM	[REDACTED]	USA

Email Address: [REDACTED]

Phone: [REDACTED]

ARTICLE FOUR: (Check only if applicable):

☐ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Mailing Address

ARTICLE FIVE: (Check only if applicable):

☐ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Mailing Address

[REDACTED]

[REDACTED]

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

07/29/2024

Purpose: Ecommerce

NAICS Code:

NAI CS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

First Name	Last Name
██████	██████



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

July 29, 2024

RE: Intelligent Forward Design LLC

Business ID #: [REDACTED]

The Office of the Secretary of State has approved and filed the Articles of Organization for the above captioned organization effective July 29, 2024. The enclosed Certificate of Organization is evidence of filing, and should become a permanent document of the organization's records.

Please be advised that although the Certificate of Organization has been approved, you must also comply with all other federal or state laws applicable to your organization. This includes, but is not limited to state licensing requirements. It is the organization's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3632 for assistance.

Business Services Division

Sales/Use Tax License No: [REDACTED] Business Start Date : 07/29/2024 Certificate Print Date: 08/05/2024

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended and to furnish receipts therefore. This license shall be valid and effective until canceled or revoked and is not transferable.

Location:

[REDACTED]
[REDACTED]
[REDACTED]



Issued To:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

UNITED STATES

Display Conspicuously at the Place of Business for Which Issued

Cut along this line to separate license certificate. Please retain the information below for your reference.

NEW MEXICO SALES/USE TAX REPORTING INFORMATION

1. Your filing frequency is Annually beginning: 07/29/2024. Quarterly filers will be setup on calendar quarter. If you are a quarterly filer, your first return may be for a portion of a calendar quarter.
2. You will receive your return approximately the first week of the month in which it is due. Example: MONTHLY filers; January return will be received first half of February and it must be post marked on or before the last day of February. QUARTERLY filers; January, February, and March returns will be received first half of April and must be post marked on or before the last day of April.
3. **Failure to receive a return from the Department of Revenue does not relieve you from the responsibility of filing and paying the tax due on or before the due date. Returns must be filed even if no sales were made or any tax due.**
4. The postmark date determines the timeliness of your return. Returns with a late postmark are subject to penalty and interest.
5. Please notify the Excise Tax Division at the Office in writing if there is a change of address or ownership. Be sure to include your New Mexico Sales/Use tax license number on any correspondence and/or remittance sent to the Department to ensure timely processing.

Great news! Your formation documents have been approved by the State, and you can now do business using the name of your new LLC! To assist you further, we have enclosed the following documents:

1. Filed State Documents: Your formation document includes your filing date and filing number with the State, and you should keep a copy with your corporate records. The State provides digital copies, so print the enclosed document for your records, and you're good to go.

2. Documents To Assist You With Your Next Steps: We included templates for an operating agreement, initial resolutions, membership certificates, and an LLC banking resolution in the same document for your convenience. You won't file any of these documents with the State or with us.

- Your **operating agreement** is a guidebook for how your company will operate, and it should include a full listing of members and the initial contributions by each member. We recommend having each member provide notarized signatures because an operating agreement is a legally binding document. Be sure to keep a copy of your operating agreement with your other corporate records.
- Your **initial resolutions** identify your LLC's members and/or managers and state when your company was formed. Some banks may want to see your initial resolutions, so keep a copy with your corporate records.
- Your **membership certificates** provide evidence of each member's true ownership of the company. Complete, sign, and deliver the appropriate membership certificates to each member.
- Your **banking resolution** authorizes a member or manager to open a bank account for your LLC. To open a bank account in the name of your LLC, you will need a Federal Employer Identification Number (EIN). You can hire us to get your EIN for you, or go directly to the IRS website at www.irs.gov.

Our Continuing Role

We are your LLC's registered agent, and we will receive service of process and other official State documents on your behalf. As documents are received we promptly scan and upload them, then notify you via email so you can view them close to real time.

If you are doing business in a state that requires an annual report, you will receive email reminders prior to the due date so your LLC remains active and compliant with the State. If you would prefer to not receive reminders and would like to hire us to manage your annual reporting, we will take away the stress and file on your behalf to ensure your company stays active and doesn't miss a beat.

What if I Want Additional Services?

Need to form another company? Register to do business in another state? File your annual renewal? Hire us to be your registered agent in a different state? With your online account you can add new services, monitor company documents, manage your business, pay an invoice, utilize the tools and pro filing tips we provide you, and so much more.

Thank you for allowing us to help you form your new LLC!

INITIAL RESOLUTIONS

I, , of Registered Agent INC being the Organizer of , a New Mexico Limited Liability Company, hereby resolve to relinquish signing authority to the Member named below and adopt the following resolutions:

I. **Resolved**, the named Member of the Limited Liability Company are hereby named:

II. **Resolved**, that Intelligent Forward Design LLC was organized on 7/29/2024 in the State of New Mexico with assigned filing number .

III. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.

IV. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If the member chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.

V. **Resolved**, that the member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, the member's failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Registered Agent INC
Organizer

7/29/2024
Date

OPERATING AGREEMENT

FOR


A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
 - (a) The sole member resolves to dissolve;
 - (b) Any event which causes the Company's business to become unlawful;
 - (c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.
- 1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.

- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is _____.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent the member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The member is responsible for the management of the Company.
- 4.2. **MEMBERS.** The liability of the member will be limited according to state law.
- 4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
 - (b) the purchase or other acquisition of other assets;
 - (c) the management of all or any part of the Company's assets;
 - (d) the borrowing of money and the granting of security interests in the Company's assets;
 - (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;

- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The member is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.
- 4.6. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the member determines that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.7. **RECORDS.** The member must keep the following at the Company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each member;
 - (b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;

- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V

Compensation

- 5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
 - (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;and decreased by:
 - (x) Distributions to the member in reduction of Company capital;
 - (y) The member's share of Company losses if charged to his or her capital account.
- 6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

ARTICLE VII

Transfers

- 7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

ARTICLE VIII

Dissolution

- 8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must

pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this _____ day of _____, 20____.

Member:

Name Percent 100 % X

Address _____

EXHIBIT 1
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the member's initial contribution to the Company capital is stated to be \$_____. The description and each individual portion of this initial contribution is as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this ____ day of _____, 20____.

Signature of Member

Company Resolution to Open a Bank Account

Account: _____
Holder: _____
Address: _____

Bank: _____
Address: _____

Acct #: _____

As a Member of the Company named above, I certify that the Company has been organized within the bounds of state law as a Limited Liability Company with its principal office located at:

_____.

I further attest that at the initial meeting of the Company's members held on _____, 20____, a quorum was present and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this Company.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the Company may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the Company's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the persons named below occupy the stated positions, as indicated by their signatures, and that the resolutions contained in this document are recorded on the books of the Company, and these resolutions are in full force and effect and have not been altered in any way.

[Signatures on the following page]

I Agree to all of the above on this _____ day of _____, 20____.

CERTIFIED TO AND ATTESTED BY:

X_____

Company Member:

LLC MEMBERSHIP CERTIFICATE

Company Name

Organized in _____ has a total of _____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this _____ day of _____, _____ A.D. _____

Named Member

witness and/or member

If sold:

For _____ received, I, _____ sell and transfer unto _____, _____% of the membership interest, represented within this certificate, and appoint _____

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller

Newly named member

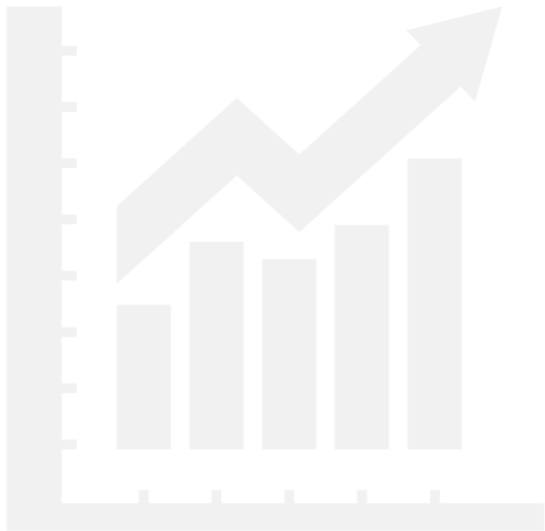
Witness

Signature and name

Statement of the Organizer



A document signed by the Organizer which identifies the initial members of the Limited Liability Company.



STATE *of* NEW MEXICO
STATEMENT *and* RESIGNATION *of the* ORGANIZER
A LIMITED LIABILITY COMPANY

The undersigned, the Organizer of **Intelligent Forward Design LLC** , who signed and filed its Articles of Organization (or similar organizing document) with the New Mexico Secretary of State (or other appropriate state office), appoints the following individuals to serve as members of the limited liability company:

Name and address of each initial member:

██████████
██
██

Additionally, the undersigned does hereby tender his/her resignation as Organizer for the LLC, and from any and all involvement with, control of, or authority over the LLC, real or perceived, effective immediately.

Dated: **07/31/2024**

██████████ : Organizer