

## **Limited Liability Company Operating Agreement**

This Limited Liability Company Operating Agreement (the "Agreement") is made and entered into as of 06 Jan 2025, by and among the undersigned members (the "Members") of STRIDE CRICKET ACADEMY LLC, a limited liability company organized under the laws of the State of Georgia (the "Company").

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### **Article I: Formation and Name**

**1.1 Formation.** The Members hereby form a limited liability company pursuant to the laws of the State of Georgia and agree that the Company shall be governed by this Agreement.

**1.2 Name.** The name of the Company is STRIDE CRICKET ACADEMY LLC, and all business of the Company shall be conducted under this name.

**1.3 Principal Office.** The principal office of the Company shall be located at 2015 BOSTON CT, CUMMING, GA 30041 or such other place as the Members may determine.

**1.4 Registered Agent.** The registered agent for service of process shall be ALEX J THANGAMANI, with an address of 2015 BOSTON CT, CUMMING, GA 30041.

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### **Article II: Purpose**

The purpose of the Company is to engage in any lawful business, trade, or activity for which a limited liability company may be organized under the laws of the State of GEORGIA.

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### **Article III: Members and Contributions**

**3.1 Members.** The Members of the Company are listed in Exhibit A, attached hereto, along with their respective ownership percentages.

**3.2 Capital Contributions.** Each Member shall contribute to the Company the amount set forth in Exhibit A. Additional contributions shall require unanimous consent of the Members.

**3.3 Ownership Interest.** Ownership interests shall be determined by the Members' respective capital contributions as set forth in Exhibit A.

**3.4 No Interest on Contributions.** No Member shall be entitled to interest on their capital contributions.

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## **Article IV: Management**

**4.1 Management Structure.** The Company shall be managed by MANAGER, and decisions shall be made as follows:

- Management of the Company shall be vested in ALEX J THANGAMANI, who shall have authority to manage the Company's affairs.

**4.2 Duties of Managers or Members.** The MANAGER shall act in good faith and in the best interests of the Company.

**4.3 Meetings.** Meetings of the Members shall be held at least once in 3 months, with notice provided at least 15 days in advance.

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## **Article V: Distributions**

**5.1 Profits and Losses.** Profits and losses shall be allocated among the Members in proportion to their ownership interests.

**5.2 Distributions.** Distributions shall be made to the Members at such times and in such amounts as determined by ALEX J THANGAMANI, subject to the availability of funds and the retention of reasonable reserves.

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## **Article VI: Transfers of Membership Interests**

**6.1 Restrictions.** No Member may transfer their membership interest without the prior written consent of [all Members/majority of Members].

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

**6.3 Substituted Members.** A transferee of a membership interest shall be admitted as a substituted Member only with the consent of [all Members/majority of Members].

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## **Article VII: Dissolution and Termination**

**7.1 Dissolution.** The Company shall be dissolved upon the occurrence of any of the following:

- A unanimous vote of the Members;
- The sale or disposition of all or substantially all of the Company's assets;
- The entry of a decree of judicial dissolution under applicable law.

**7.2 Winding Up.** Upon dissolution, the Company's assets shall be liquidated, and the proceeds shall be distributed in the following order:

- To creditors, including Members who are creditors;
- To Members in accordance with their capital accounts.

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## **Article VIII: Miscellaneous**

**8.1 Amendments.** This Agreement may be amended only by a written instrument signed by all Members.

**8.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of GEORGIA.



**8.3 Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements.

**8.4 Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

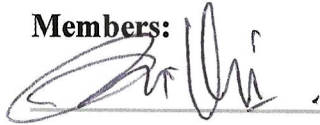
**8.5 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

**Members:**



Alex J Thangamani



Sudhir Kumar Ravindran Nair

**Exhibit A**

**Members and ownership percentage**

Member Name	Ownership Percentage (%)
Alex J Thangamani	50 % ownership + All sports training tools & equipment.
Sudhir Kumar Ravindran Nair	50 % ownership excluding sports training tools & equipment

