



Combined Operating and Manager Agreement for Targon LLC

This Combined Operating and Manager Agreement (the "Agreement") is made and entered into as of **August 15, 2025**, by and between **Jarrar Amjad**, the sole member (the "Member"), and **Nezha Elalbani**, the manager (the "Manager"), for **Targon LLC**, a Kansas limited liability company (the "Company").

1. Formation and Purpose

- The Company is organized under the laws of the State of Kansas as a **manager-managed** limited liability company.
- The purpose of the Company is to engage in **private label retail**, including any lawful activities related thereto.

2. Management Structure

- The Company is **manager-managed**. Nezha Elalbani is hereby appointed as the Manager of the Company, replacing all prior managers.
- Jarrar Amjad, as the Member, retains ultimate authority over the Company but delegates day-to-day management to the Manager.

3. Manager Services and Responsibilities

The Manager agrees to provide administrative and operational support services (the "Services") as the Manager of Targon LLC until the Company transitions to a member-managed structure. These Services include:

- Signing documents on behalf of the Company.
- Managing the Company's bank accounts, including deposits and withdrawals.
- Reviewing and signing warehouse lease agreements or similar contracts.
- Managing day-to-day U.S. logistics, inventory control at the 3PL/warehouse, and overseeing order fulfillment.

4. Member's Reserved Authority

The Member reserves the right to:

- Approve major decisions, such as entering into contracts exceeding \$20,000, borrowing money, or selling Company assets.
- Remove or replace the Manager at any time with 30 days' written notice.

5. Work Location and Relocation

- The Manager will initially work from her Virginia home office located at 5300 Glenside Dr #2007, Henrico, Virginia 23228 until physical operations begin at the Company's Kansas premises.
- Upon commencement of physical operations at the Company's Kansas facility, the Manager may be asked to relocate to Kansas to manage on-site operations.
- Any relocation requirements will be discussed and agreed upon by both parties with reasonable notice.

6. Term and Compensation

- This Agreement begins on **August 15, 2025**, and continues until the Company transitions to a member-managed structure or is terminated earlier by either party with **30 days' written notice**.
- The Company shall pay the Manager a fixed fee of **\$4,000 per month** for the Services, payable on the **1st day of each month** via bank transfer or check.
- No additional expenses or reimbursements will be provided unless agreed in writing.

7. Manager Status and Tax Treatment

- The Manager serves as the operational manager of the Company with full control over the manner and means of performing the Services, subject to the Company's strategic direction.
- The Company will handle all appropriate employment tax withholdings and reporting as required by law.
- As a single-member LLC, the Company is treated as a **disregarded entity** for federal tax purposes unless Jarrar Amjad elects otherwise.
- **Jarrar Amjad is responsible for reporting all Company income and expenses on his personal tax return.**

8. Confidentiality

The Manager agrees to keep all Company information confidential and will not disclose it to third parties without the Company's written consent, except as required by law.

9. Termination

- Either party may terminate this Agreement with **30 days' written notice**.
- Upon termination, the Manager will be paid for Services completed up to the termination date.
- This Agreement remains in effect until the Company transitions to a member-managed structure or is dissolved.

10. Amendments

This Agreement may only be amended by a written document signed by both Jarrar Amjad and Nezha Elalbani.

11. Governing Law and Dispute Resolution

- This Agreement is governed by and construed in accordance with the laws of the **State of Kansas**.
- Any disputes arising under this Agreement shall be resolved through mediation in **Manhattan, Kansas**, or, if necessary, through binding arbitration under Kansas law.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements related to the Services and Company management.

IN WITNESS WHEREOF, the undersigned have executed this Combined Operating and Manager Agreement as of **August 15, 2025**.

Member and Company Owner:

Jarrar Amjad

Sole Member of Targon LLC

A handwritten signature in black ink, appearing to be 'Jarrar Amjad', written over a horizontal line.

Date: August 15, 2025

Manager:

Nezha Elalbani

5300 Glenside Dr #2007, Henrico, Virginia 23228

A handwritten signature in black ink, appearing to be 'nezha elalbani', written over a horizontal line.

Date: August 15, 2025