

Operating Agreement of Bankroll Blitz LLC

This Operating Agreement (“Agreement”) is made and entered into as of the date of formation of the LLC, by and between the following members:

- .MgChamp2339 (“Mg”)
- xSyncx (“Sync”)

Collectively referred to as the “Members.”

1. Company Formation

The Members hereby form a Limited Liability Company pursuant to the laws of the Commonwealth of Redmont, under the name Bankroll Blitz LLC.

2. Purpose

The purpose of the Company is to own, manage, and operate a casino, and engage in any lawful activities related to or supporting that primary purpose.

3. Principal Office

The Company’s business operations will be carried out at s036. Meetings and communications will be held via Discord.

4. Term

The Company shall continue until dissolved as provided in this Agreement.

5. Members & Ownership

- The Company shall have two Members: Mg and Sync
- Both Members are designated as Managing Partners
- Ownership shall be shared equally (50/50)

6. Voting & Management

- All decisions shall be made with at least 51% votes in favour unless otherwise specified
- Each Member shall have equal voting rights

7. Capital structure and Profit distribution

- Profits and losses shall be split equally (50/50) between the Members
- Sync agrees to bring \$100,000 as capital for the business operations
- Mg will not contribute to the capital in money terms but will provide his services to the LLC and will actively participate in management.

8. Meetings

- Monthly meetings will be held via Discord
- Special meetings may be called by any Member with reasonable notice

9. Transfer of Ownership

- Existing member(s) must offer their share to the other existing member(s) in the ratio of their ownership.
- If Existing member rejects the proposal to buy the share of the retiring member, then the retiring member can transfer his share to any other party.

10. Dissolution

- The Company may be dissolved by unanimous agreement of the Members
- Upon dissolution, assets and liabilities will be distributed equally unless otherwise agreed

11. Settlement of Dispute

- Informal Resolution : The Members shall first attempt to resolve the dispute through good-faith discussions and negotiations within 14 days of the dispute arising.
- Mediation : If the dispute is not resolved informally, the Members agree to submit the dispute to mediation with a neutral third party selected by mutual agreement. The costs of mediation shall be shared equally.
- Binding Arbitration : If mediation fails, the dispute shall be finally resolved by a mutually agreed upon arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

12. Indemnification clause

Each Member (individually, an "Indemnifying Party") agrees to indemnify, defend, and hold harmless the LLC and the other Members (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, damages, costs, and expenses (including reasonable

attorneys' fees) arising out of or related to the Indemnifying Party's willful misconduct, gross negligence, or breach of this Agreement.

This provision shall survive the termination of this Agreement and the dissolution of Bankroll Blitz, LLC.

13. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont

- Any amendments to this Agreement must be made in writing and signed by both Members

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the date written below.

.MgChamp2339 (Mg)

Date: ___9th April 2025___

xSyncx (Sync)

Date: ___9th April 2025___