

Operating Agreement of

Blackbird Securities LLC

This Operating Agreement is entered into as of 1 May 2025, by and among the sole member-owner, Cope Holdings LLC, (hereinafter referred to as the "Member").

Article I: Formation

1. **Formation:** The Member hereby forms a limited liability company ("LLC") under the name Cope Holdings LLC in accordance with the laws of the Commonwealth of Redmont.

Article II: Purpose

2. **Purpose:** The purpose of this LLC is to operate as a securities brokerage and investment banking platform, engaging in activities including, but not limited to:
 - a. **Brokerage Services:** Facilitating the buying, selling, and trading of securities such as stocks, bonds, options, and other financial instruments on behalf of clients.
 - b. **Investment Banking:** Providing capital raising, underwriting, advisory services, and facilitating mergers & acquisitions for corporate and institutional clients.
 - c. **Asset & Fund Management:** Offering managed investment solutions, including mutual funds, private funds, and other pooled investment vehicles.
 - d. **Other Financial Activities:** Engaging in any lawful activities related to securities trading, wealth management, and financial services as permitted by applicable laws and regulations.

The LLC shall have the authority to conduct any lawful business necessary or incidental to the furtherance of its primary purposes, in compliance with regulatory requirements.

Article III: Member

3. **Member:** Cope Holdings LLC is the sole member and owner of Blackbird Securities LLC. The Member shall have full authority to manage and control the business and affairs of the LLC.

Article IV: Management

4. **Management Structure:** This LLC shall be member-managed. The Member shall have the authority to make all decisions regarding the LLC.

Article V: Capital Contributions

5. **Capital Contributions:** The Member has contributed a total of \$5,000,000 to the LLC. Additional capital contributions may be made at the discretion of the Member.

Article VI: Distributions

6. **Distributions:** Profits shall be allocated to the Member, and distributions will be made at the discretion of the Member, as determined to be appropriate.

Article VII: Decision-Making

7. **Decision-Making:** The Member shall make all major decisions regarding the LLC in a manner that the Member deems reasonable and appropriate.

Article VIII: Dissolution

8. **Dissolution:** The LLC may be dissolved at the discretion of the Member. Upon dissolution, the assets of the LLC shall be distributed to the Member after all liabilities have been settled.

Article IX: Additional Provisions

9. **Additional Provisions:** Any additional provisions or amendments to this Agreement must be made in writing and signed by the Member.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the date first written above.

Cope Holdings LLC
Sole Member

Signature: *Stoppers*

Date: 01/05/2024