BlackBox Capital Group

OPERATING AGREEMENT

Dated 26th day of July, 2025

ARTICLE I – FORMATION

1. Formation:
   The undersigned ("Member") hereby form a limited liability company ("LLC") under the Business Structuring Act of the Commonwealth of Redmont, to be known as BlackBox Capital Group, LLC (the "Company")
2. Principal Office:
   The Company's principal place of business is at Dino-c9. The Member may change the principal office by written notice recorded in the Company's official records.

ARTICLE II – PURPOSE

The Company may:

- Acquire, hold, manage, and dispose of interests in subsidiaries, affiliates, and other entities;
- Provide capital, strategic guidance, and administrative support;
- Engage in any lawful business activities approved by the Member.

ARTICLE III – DEFINITIONS

- "Agreement": This Operating Agreement of BlackBox Capital Group, LLC, including all amendments, appendices, exhibits, and schedules hereto.
- "Member": The sole initial Member, Riverardd, and any additional Member admitted under Article V.
- "Manager": An individual or entity appointed under Article IV.
- "Membership Interest": A unit of ownership in the Company.
- "Percent Interest": A Member's proportion of total Membership Interests.
- "Capital Account": Each Member's account maintained in accordance with applicable accounting standards and tax regulations.

ARTICLE IV – MANAGEMENT

1. Manager-Managed:
   The Company is managed by one or more Managers.
2. Initial Manager:
   Riverardd is appointed as sole Manager.
3. Manager Authority:
   The Manager may:
   - Bind the Company in contracts and transactions;
   - Approve investments, dispositions, and borrowings (up to two hundred fifty thousand dollars ($250,000) outside budget without Member approval);
   - Hire employees and engage advisors;
   - Establish budgets, policies, and reserves;
   - Propose additional capital calls (Article V.3).
4. Member-Reserved Matters:

The Manager must obtain the Member's consent before:

- Amending this Agreement;
- Selling all or substantially all assets;
- Dissolving the Company;
- Admitting new Members without fair-value contributions;
- Incurring debt exceeding two hundred fifty thousand dollars ($250,000) outside an approved budget.

ARTICLE V – MEMBERSHIP & CAPITAL

1. Initial Member:
   Riverardd is admitted as the sole Member and receives 100,000 Membership Interests (100% Percent Interest).
2. Admission of New Members:
   a) Purchase Price & Quantity:
      Any new Member must purchase such number of Membership Interests as determined by the Manager, both the per-Interest price and the total number of Interests to be issued shall be set by the Manager, based on an independent appraisal, formula, or other fair valuation method, and meet any minimum interest requirement.
   b) Approval:
      Admission requires written consent of Members holding a majority of Percent Interests.
   c) Issuance:
      Upon receipt of payment (cash or other approved property), the Company issues the corresponding Interests and records the new Member and their Capital Account.
3. Additional Capital Calls:
   The Manager may propose supplemental capital calls; approval by Members holding at least fifty percent (50%) of Percent Interests is required. A Member who fails to contribute within 30 days is diluted pro rata; non-defaulting Members may cover the shortfall.
4. Capital Accounts:
   Each Member's Capital Account is initialized at zero for the Initial Member or at the actual contribution amount for new Members, then adjusted for allocations of profits, losses, and distributions under applicable accounting and tax rules.

ARTICLE VI – DISTRIBUTIONS

1. Allocations:
   Profits and losses are allocated pro rata by Percent Interests (with special tax allocation if required).
2. Distributions:
   Subject to legal and reserve requirements, the Manager decides timing and amount; distributions are paid pro rata.
3. Reserves:

The Manager may retain funds for working capital or contingencies; any reserve policy is disclosed in the annual report.

ARTICLE VII – TRANSFERS

1. Restrictions:
   No Member may transfer any Interests without compliance with this Article.
2. First Offer:
   Selling Members must first offer their Interests to the Company, then to other Members on identical terms, with a thirty (30) day window.
3. Approved Transferees:
   Transfers only to transferees approved by Members holding at least fifty percent (50%) of Percent Interests, who execute a Joinder and secure any required consents.
4. Drag/Tag Rights:
   If holders of at least seventy-five percent (75%) of Interests agree to a third-party sale, they may compel (drag-along) or include (tag-along) all Members on identical terms.
5. Void Transfers:
   Any non-compliant transfer is void.

ARTICLE VIII – DISPUTE RESOLUTION

1. Negotiation:
   Upon receipt of a written dispute notice, the Member(s) and Manager(s) shall meet within fifteen (15) days. Each party must designate a representative with authority to settle. They will exchange all relevant information in good faith, attempt to resolve the issue, and document any agreed steps in writing.
2. Mediation:
   If negotiation does not resolve the dispute within thirty (30) days of the initial notice, the parties shall jointly select a neutral third-party mediator within ten (10) days. The mediator's role is to facilitate settlement discussions. Mediation sessions shall be confidential, held in the Commonwealth of Redmont, and conclude no later than sixty (60) days after mediator appointment. Each party bears its own costs; mediator fees are split equally.
3. Arbitration:
   If mediation fails, the dispute shall be finally resolved by arbitration before a sole arbitrator. The parties shall agree on the arbitrator within fifteen (15) days of mediation's end; if they cannot agree, the Manager shall appoint the arbitrator. The arbitration shall be conducted in English, take place in the Commonwealth of Redmont, and the arbitrator's award shall be final, binding on all parties, and enforceable in any court of competent jurisdiction.

ARTICLE IX – DISSOLUTION

1. Events:

Dissolution occurs upon Member vote of at least seventy-five (75%) of Interests, court order, or statutory requirement.

2. Winding-Up:
   The Manager liquidates assets and applies proceeds:
   a) to creditors;
   b) to Members to cover negative Capital Accounts;
   c) to Members pro rata by positive Capital Accounts.

ARTICLE X – Miscellaneous

1. Governing Law:
   This Agreement is governed by the laws of the Commonwealth of Redmont.
2. Amendments:
   Any change to this Agreement must be in writing and signed by Members holding at least sixty-six percent (66%) of all Membership Interests.
3. Severability:
   If any provision is held invalid or unenforceable, the remainder of the Agreement remains in full force, and the parties will replace the invalid provision with one that reflects its original intent.
4. Waiver:
   No failure or delay in enforcing any right under this Agreement constitutes a waiver; waivers must be in writing and signed by the party granting them.
5. Notices:
   All notices must be delivered through any method reasonably expected to reach the receiving party. A notice is deemed received when actually delivered or acknowledged.
6. Entire Agreement:
   This Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the 26th day of July, 2025.

Name: Riverardd | Date: 26th day of July, 2025