

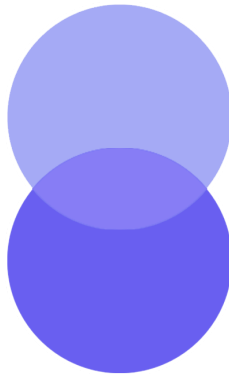
Legal

DESK OF | Director of Operations |

Bank of Reveille

Operating Agreement

Bank Branch | Director of Operations | Legal Division



LIMITED LIABILITY CERTIFICATES OF INCORPORATION

This is to certify that Bank of Reville, LLC, a Limited Liability Company, has been duly organized under the laws of the Commonwealth of Redmont and is authorized to conduct business under the applicable statutes and regulations.

COMPANY DETAILS:

- **Company Name:** Bank of Reville, LLC
- **Business Address:** S051
- **Formation Date:** 03/02/2023
- **Region of Formation:** Reville
- **Business Purpose:** Financial Institution

LLC MEMBERSHIP STRUCTURE:

The ownership and management of this company are governed by its **Operating Agreement** filed with the Secretary of Commerce.

- **Registered Agent:** Nacholebraa
- **Registered Office:** S051
- **Management Structure:** Manager-Managed
- **Members/Managers:** Nacholebraa

CERTIFICATION:

I, the undersigned, hereby certify that the foregoing information is accurate and correct, and

that Bank of Reville, LLC remains in good standing with the appropriate regulatory Authorities.

Issued on: 02/19/2025

Nacholebraa

Director of Operations

Bank of Reville, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Operating Agreement (the “Agreement”) is made and entered into as of 02/19/2025, by and among the Members whose signatures appear below to form and governing the operation of Bank of Reveille, LLC, a limited liability company organized under the laws of the Commonwealth.

ARTICLE I - FORMATION

1. **Company Name:** The name of the LLC shall be Bank of Reveille.
2. **Formation:** The LLC was formed by filing Certificates of Incorporation with the Secretary of the Department of Commerce on 2/19/2025 and was formerly known as Bank of Reveille on 03/02/2023.
3. **Principal Office:** The LLC’s principal office shall be located at S051 or any other location as determined by the Manager(s).
4. **Registered Agent:** The registered agent for the LLC is Nacholebraa, with a registered office at S051.

ARTICLE II - PURPOSE

The purpose of the LLC is to engage in any lawful business activity permitted under the laws of the Commonwealth.

ARTICLE III - MANAGEMENT

1. **Management Structure:** The LLC shall be Manager-Managed.
2. **Manager(s) (if applicable):** The following person(s) shall serve as Manager(s):
 - a. Nacholebraa
3. **Powers and Duties:** The Manager(s) are employees of the LLC and have the authority to conduct business operations and employment, enter/terminate contracts, and manage the LLC’s financial matters and properties.
4. **Additional Managers:** Any additional Manager(s) can only be employed with the express written consent of all current manager(s). Control will be given as agreed in writing as a **new Operating Agreement**.

ARTICLE IV - ALLOCATIONS & DISTRIBUTIONS

1. **Profits and Losses:** Profits shall be allocated to the Employees and Directors in proportion to their employment agreement or at the discretion of the Manager(s). Bank of Reveille, LCC, is responsible for corporate losses.
2. **Distributions:** Distributions of available cash shall be made at the discretion of the Manager(s). Properties and Holding shall be controlled by the Manager(s).

ARTICLE V - TRANSFER OF OWNERSHIP

Managers may transfer their ownership interest in the Company at their discretion. Any transfer of ownership shall be documented in a written agreement and comply with all applicable laws and regulations. In the event of a manager's death or incapacity, the ownership interest shall be transferred according to the member's estate planning directives or applicable state law.

ARTICLE VI - DISSOLUTION

1. **Events Triggering Dissolution:** The LLC shall be dissolved upon the unanimous consent of the Member(s), a court order, or as otherwise required by law.
 - a. If a new Manager is to be added to this agreement, the former deal will be dissolved and voided. It will be replaced with a new operating agreement. If this is the case, no asset liquidation will occur.
2. **Liquidation:** Upon dissolution, the LLC's assets shall be liquidated and/or dispersed, and the remaining funds shall be distributed to the Manager(s).

ARTICLE VII - MISCELLANEOUS

1. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Redmont.
2. **Amendments:** Any amendments to this Agreement must be in writing and signed by all Members, with a witness/Attorney signature.
3. **Dispute Resolution:** Any dispute arising under or relating to this Agreement shall be resolved through mediation.