

FTL Properties

Operating Agreement

Purpose.

This Operating Agreement ("Agreement") governs the essential structure of FTL Properties, LLC (the "Company") and is intended to be read alongside the Company's comprehensive Shareholder's Agreement, which details the specific rights and obligations of its members.

1. Ownership and Management.

1.1. Ownership Interests: The Company is authorized to issue different classes of membership interests, which possess distinct voting rights. The specifics of these classes, their rights, and their initial distribution are detailed in the Company's Shareholder's Agreement.

1.2. Management Structure: The Company shall be **manager-managed**. The business and affairs of the Company shall be managed by a Board of Directors, elected by members with voting rights as specified in the Shareholder's Agreement.

2. Capital Contributions.

2.1. Contributions: Members are under no obligation to make capital contributions to the Company.

3. Profit and Loss Distribution.

3.1. Distribution Method: The distribution of profits and losses among Members shall be determined at the sole discretion of the Board of Directors. All distributions will be made on a pro-rata basis to Members according to their class of ownership interest.

4. Transfer of Ownership.

4.1. Conditions for Transfer: The transfer, sale, or assignment of ownership interests in the Company is permitted, but is subject to the specific conditions, procedures, and member rights established within the Company's Shareholder's Agreement.

4.2. Governing Document: All transfers must be conducted in strict accordance with the rules governing those interests as set forth in the Company's Shareholder's Agreement. This includes, but is not limited to, provisions concerning Right of First Refusal, Drag-Along rights, and Tag-Along rights.

5. Dispute Resolution.

5.1. Negotiation: In the event of a dispute between Members, or between a Member and the Company, the parties shall first attempt to resolve the matter through good-faith negotiation.

5.2. Mediation: If negotiation fails to resolve the dispute within thirty (30) days, the matter shall be submitted to formal mediation with a neutral mediator mutually agreed upon by the parties.

IN WITNESS WHEREOF, the Company has adopted this Operating Agreement as of the 5th of July, 2025.

The Company:

FTL Properties, LLC

By: _____

Name: 12700k

Title: CEO, Director