

OPERATING AGREEMENT OF GALEXIAN & CO. CHARTERED ACCOUNTS

This Operating Agreement ("Agreement") is entered into by and among the members of Galexian & Co. Chartered Accounts, a limited liability company organized under the laws of Redmont, for the purpose of establishing the terms and conditions governing the operation and management of the Company.

Article I – Company Information

1.1 Legal Name: Galexian & Co. Chartered Accounts

1.2 Business ID: Galexian&Co

1.3 Registered Agent: galexian_

1.4 Principal Address: nbd003

1.5 Business Purpose: To provide accounting, auditing, and advisory services to clients.

Article II – Ownership and Management

2.1 Members: The Company may admit one or more members. Each member shall have an ownership interest as defined in Exhibit A.

2.2 Voting Rights: Voting rights shall be proportional to ownership interest unless otherwise agreed in writing.

2.3 Management Structure: The Company shall be manager-managed.

2.4 Initial Manager: galexian_ shall serve as the initial designated manager.

2.5 Manager Election: Upon resignation or removal of a manager, a successor shall be elected by a majority vote of the members.

2.6 Manager Duties: Managers shall oversee administrative, financial, and client service operations.

Article III – Capital Contributions

3.1 Initial Contributions: Each member shall contribute capital as outlined in Exhibit A.

3.2 Additional Contributions: Additional contributions may be required upon unanimous written agreement.

3.3 Failure to Contribute: Failure to meet agreed contributions may result in dilution of ownership or other remedies as determined by a supermajority vote.

Article IV – Profit and Loss Distribution

4.1 Allocation: Profits and losses shall be allocated among members in proportion to their ownership interests.

4.2 Distribution Method: Distributions shall follow the same proportional structure unless otherwise agreed in writing.

Article V – Transfer of Ownership

5.1 Transfer Process: Ownership interests may only be transferred with unanimous written approval of all members.

5.2 Restrictions: Unauthorized transfers are void.

5.3 Succession: Upon death, ownership shall transfer per the member's will or revert to the Company if no beneficiary is designated.

Article VI – Meetings and Voting

6.1 Meeting Frequency: Meetings shall be held monthly or as called by any manager or member.

6.2 Notice: At least 48 hours' notice shall be given for any meeting.

6.3 Quorum: A quorum shall consist of all managers or a majority of members, depending on the matter.

6.4 Voting Thresholds:

(a) Routine decisions: Simple majority of those present

(b) Major decisions (e.g., amendments, dissolution): 67% supermajority of all voting interests

Article VII – Membership Changes

7.1 Admission of New Members: Requires a 67% supermajority vote of existing members.

7.2 Withdrawal: Members may withdraw with 30 days' written notice.

7.3 Expulsion: A member may be expelled for cause by a 67% vote.

7.4 Reallocation: Upon withdrawal or expulsion, ownership interests shall be redistributed or offered to remaining members.

Article VIII – Dissolution

8.1 Conditions for Dissolution:

- (a) All managers leave the server
- (b) 67% vote of all members to dissolve

8.2 Asset Distribution: Upon dissolution, assets shall be distributed to members in proportion to their capital accounts.

Article IX – Fiduciary Duties and Liability

9.1 Fiduciary Responsibilities: All members and managers shall act in the best interest of the Company.

9.2 Liability Limitation: No member or manager shall be liable for decisions made in good faith.

Article X – Dispute Resolution

10.1 Mediation: All disputes shall first be resolved through mediation.

10.2 Arbitration: If mediation fails, disputes shall be resolved by binding arbitration in Redmont.

10.3 Enforcement: Arbitration decisions shall be final and enforceable.

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Article XI – Execution

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

Name: Galexian_

Date: 07/6/2025