

Imza Development Co.

OPERATING AGREEMENT

Introduction:

This Operating Agreement ("Agreement") is made for the purpose of outlining the operation and governance of Imza Development Co. (Henceforth referred to as Company).

This Agreement is made and entered into as of March 28, 2025, by Imza, as the sole member ("Member") of Imza Development Co. LLC under the jurisdiction of the Commonwealth of Redmont.

Ownership & Management:

This Company shall be governed in a Manager-Managed structure, Imza serving as the initial Managing Partner.

This Company shall be a single-member LLC with 100% ownership held by Imza.

The Manager (Imza) shall have full authority to manage the Company's business affairs.

Additional members may only be admitted upon a written amendment to this Agreement, requiring the Manager's approval.

Capital Contributions:

Imza shall contribute 15,000 Redmont Dollars.

b. If additional funding is required, the Manager shall determine the amount and method of funding.

c. Failure to meet capital obligations (if required) may result in dilution of ownership or other penalties as determined by the Manager.

Profit and Loss Distribution

As a Single-Member LLC, all profits and losses shall be allocated solely to Imza.

Any reinvestment of profits shall be at the discretion of the Manager.

Transfer Of Ownership:

The Member may transfer ownership interest only with prior approval of the Manager (i.e., themselves) or via an amendment to this Agreement.

If the Member wishes to exit, the ownership interest may be sold to a third party at a fair market valuation, determined either by: A Manager-approved appraisal.

A negotiated agreement between the Member and a prospective buyer.

Unauthorized transfers shall be void and unenforceable within the jurisdiction of the Commonwealth of Redmont.

Dispute Resolution:

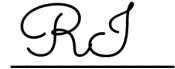
In the event that a dispute occurs, the first course of action should be to find a common mediator with no conflict of interest.

In the event that a mediation fails, the disputing members may go to any civil court of the Commonwealth Of Redmont.

Execution:

This document shall be executed and delivered on the 28th of March, 2025 all signatories shall with the best of their abilities follow the course of the terms of this agreement.

Signed:

A handwritten signature in cursive script, appearing to be 'RJ', is written above a horizontal line.

Imza

Chief Executive Officer.