

## **Operating Agreement of General Store & Pharmacy, LLC**

This Operating Agreement (the "Agreement") of **General Store & Pharmacy, LLC**, a limited liability company organized under the laws of the Commonwealth of Redmont (the "Company"), is made and entered into as of June 17, 2025, by and between **Multiman155** (the "Member"), who is the sole member of the Company.

WHEREAS, the Member has caused the Company to be organized under the laws of the Commonwealth of Redmont by filing the required incorporation documents with the Department of Commerce;

WHEREAS, the Member desires to adopt this Operating Agreement to govern the affairs of the Company and to comply with the requirements of the laws of the Commonwealth of Redmont;

NOW, THEREFORE, for good and valuable consideration, the Member hereby agrees as follows:

### **Article I: Ownership and Management**

Multiman155 is the sole member and 100% owner of the membership interests in the Company. The Company is **member-managed**, meaning that the Member has full authority to manage the Company's operations and make all decisions on behalf of the Company. All voting rights and management powers of the Company are vested in the Member in proportion to the Member's ownership interest (which is 100%). No other person or entity holds any ownership or voting interest in the Company at this time.

Except as otherwise provided by law, the Member shall not be personally liable for the debts, obligations, or liabilities of the Company. The Member's liability is limited to the Member's capital contributions and any additional amounts the Member separately agrees to contribute, if any, in accordance with this Agreement or applicable law.

### **Article II: Capital Contributions**

The Member shall contribute **\$20,000** (twenty thousand dollars) in initial capital to the Company. This contribution represents the entire initial capitalization of the Company, and no additional contributions are required of the Member at this time. If the Member fails to contribute the full \$20,000 as agreed by 1 January 2030, the Member's entire membership interest in the Company shall be subject to forfeiture. The Company may, to the fullest extent permitted by law, treat such failure to contribute as a withdrawal or abandonment of the Member's interest in the Company.

### **Article III: Profit and Loss Distribution**

All **profits and losses** of the Company shall be allocated entirely to the Member, in accordance with the Member's one hundred percent (100%) ownership interest. No other individual or entity is entitled to any portion of the Company's profits or losses. The Member may determine, in their sole discretion, the timing and amount of any distributions of the Company's profits to themselves, provided that all Company debts and obligations have been paid or adequate reserves have been set aside for them.

#### **Article IV: Transfer of Ownership**

The Member may not transfer, sell, or assign any part of the Member's membership interest in the Company without the prior approval of the members holding a majority of the total ownership interests in the Company. In the case of a single-member LLC, this means any transfer of ownership by the sole Member must be approved by that Member (as they hold 100% of the membership interest). If at any time the Company has multiple members, a transfer of any membership interest by any member shall require the approval of members holding more than fifty percent (50%) of the total membership interests (a majority).

Any transfer or assignment of a membership interest that is not approved as required above shall be **null and void** and not recognized by the Company. An approved transferee of any membership interest shall not become a member of the Company unless and until they agree in writing to be bound by this Operating Agreement (or a successor agreement) and satisfy any other conditions required by law or by the Company for admission of a new member.

#### **Article V: Dispute Resolution**

Any dispute, controversy, or claim arising out of or relating to this Operating Agreement or the Company's affairs shall be resolved exclusively by **mandatory, final, and binding arbitration**. The arbitration shall be conducted in the Commonwealth of Redmont by a single arbitrator who is an attorney selected by the Company. The parties to the dispute (including the Member and any counterparty) waive their right to litigate such matters in court and agree that the arbitrator's decision or award shall be final, binding, and enforceable on all parties.

The **costs of arbitration**, including the arbitrator's fees and any administrative expenses, shall be borne by the counterparty to the dispute, unless the arbitrator awards damages to that counterparty. In other words, if the counterparty does not prevail in the arbitration, they must pay all arbitration costs; but if the counterparty prevails and is awarded any damages, the Company shall bear the arbitration costs or reimburse the counterparty for those costs as directed by the arbitrator's award.

#### **Article VI: Miscellaneous Provisions**

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of Redmont, as applicable to limited liability companies.
- **Amendments:** This Operating Agreement may be amended or modified only by a written instrument signed by the Member. (If the Company at any point has more than one member, any amendment shall require the written consent of all members or such higher percentage of members as may be required by Redmont law or by this Agreement.)
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court or other authority, that provision shall be ineffective only to the extent of its invalidity without affecting the remaining provisions. The rest of this Agreement shall continue in full force and effect, and the invalid or unenforceable provision shall be deemed modified, if possible, to fulfill the original intent as closely as permissible under the law.
- **Dissolution:** The Company shall have perpetual existence until it is dissolved in accordance with this Agreement or pursuant to the laws of the Commonwealth of Redmont. The sole Member may elect to dissolve the Company at any time by appropriate written notice or filing, in compliance with Redmont law. Upon any dissolution of the Company, the Member (or a liquidator appointed by the Member) shall wind up the Company's affairs in an orderly manner. All debts and liabilities of the Company shall be paid or provided for before any remaining assets are distributed to the Member.
- **Entire Agreement:** This Operating Agreement constitutes the entire agreement of the Member regarding the governance and operation of the Company. It supersedes any prior understandings or agreements (if any) between the Member and the Company with respect to the subject matter hereof. No external or oral agreements shall be deemed to modify or contradict any terms of this Operating Agreement.

**Member's Signature:**

Member (Signature): *Multiman155*

Multiman155, Sole Member

Date: 17 June 2025