(1) Ownership and Management:
All equity is owned and possessed by Leaf Capital Incorporated. All equity is transferable via sale, written permission, or the execution of a will. There are 100 votes to represent the entire equity of the company. For the amount of equity an individual holds in the company they are entitled to that amount of votes. LeafLuxury LLC is **member managed**.
(2) Capital Contributions:
Leaf Capital will contribute $10 to LeafLuxury LLC upon approval and formation.
(3) Profit and Loss Distribution:
All profits and losses are distributed in proportion to the amount of equity a member holds in the company.

(4) Transfer of Ownership
Ownership interests may only be transferred with the written consent of a majority (greater than 50%) of voting power, unless otherwise required by law. Any transfer of ownership must be recorded in the company's books and records to be effective. No transfer shall relieve the transferring member of obligations incurred prior to transfer unless explicitly released in writing by the remaining members.

(5) Dispute Resolution
In the event of a dispute arising out of this agreement, members shall first attempt to resolve the matter through good-faith negotiation. If negotiation fails, the parties agree to submit the matter to mediation conducted by a mutually agreed upon mediator. If mediation fails, the dispute shall be resolved by a court that upholds the laws of the Commonwealth of Redmont

(6) Amendments
This agreement may be amended only with the consent of at least a 50% majority of voting power. Amendments must be made in writing and signed by all consenting members. Any amendment altering ownership rights or dissolution procedures requires a supermajority of at least 75% voting power.

(7) Bylaws
The bylaws of LeafLuxury LLC shall establish procedures for meetings, voting, officer duties (if any), and other internal governance not expressly covered in this agreement. In the event of conflict between the bylaws and this agreement, this agreement shall prevail unless an amendment is adopted under Section (6). Members shall review bylaws annually to ensure compliance with applicable law and company objectives.

(8) Dissolution

The company may be dissolved upon the affirmative vote of members holding at least 75% of voting power, unless otherwise required by law. Upon dissolution, the company shall wind up affairs by liquidating assets, satisfying debts, and distributing any remaining assets to members in proportion to their ownership interest. Dissolution shall be conducted in accordance with the applicable statutes of the jurisdiction in which the LLC is formed.