OPERATING AGREEMENT

of Atlantic Capital Management LLC

This Operating Agreement (the "Agreement") of **Atlantic Capital Management LLC** (the "Company") is entered into and made effective as of **August 17, 2025**, by and among the undersigned parties.

ARTICLE I — FORMATION

1.1 **Formation.** The Members hereby form a limited liability company pursuant to the laws of the Commonwealth of Redmont.
1.2 **Name.** The name of the Company shall be **Atlantic Capital Management LLC**.
1.3 **Purpose.** The purpose of the Company is to operate as an investment fund engaged in securities trading, investment management, and related financial activities.

ARTICLE II — MEMBERS AND MANAGER

2.1 **Members.** The Members are those persons or entities that have executed this Agreement or a Subscription Agreement, and have contributed capital to the Company.
2.2 **Manager.** The Company shall be managed by a **Manager**, who shall have full authority over the business and affairs of the Company. The initial Manager shall be **Atlantic Capital Management LLC** (acting through its designated representative).
2.3 **Powers of Members.** Members shall have no right to participate in management or decision-making except as expressly provided in this Agreement or required by law.

ARTICLE III — CAPITAL CONTRIBUTIONS

3.1 **Initial Contributions.** Each Member shall contribute capital as specified in their Subscription Agreement.
3.2 **Additional Contributions.** No Member shall be required to make additional capital contributions without their written consent.
3.3 **Capital Accounts.** A capital account shall be maintained for each Member in accordance with applicable tax regulations.

ARTICLE IV — ALLOCATIONS, DISTRIBUTIONS, AND FEES

4.1 **Profits and Losses.** Profits and losses shall be allocated among Members in proportion to their respective capital accounts.

4.2 **Distributions.** Distributions shall be made to Members at such times and in such amounts as determined by the Manager, subject to applicable laws and Company reserves.

4.3 **Fees.**

(a) The Manager shall be entitled to a **Management Fee** equal to **2% per month of Assets Under Management (AUM)**.

(b) The Manager shall also be entitled to a **Performance Fee** equal to **20% of net profits**, subject to any hurdle or high-water mark provisions agreed upon with Members.

(c) Fees shall be payable prior to distributions to Members.

ARTICLE V — MANAGEMENT

5.1 **Authority of Manager.** The Manager shall have full authority to manage the operations, investments, and affairs of the Company.

5.2 **Fiduciary Duties.** The Manager shall act in good faith and in the best interests of the Company but shall not be liable for any loss except for fraud, gross negligence, or willful misconduct.

5.3 **Conflicts of Interest.** The Manager may engage in other investment activities, provided disclosure is made to Members.

ARTICLE VI — TRANSFERS AND WITHDRAWALS

6.1 **Transfers.** No Member may transfer or assign their interest without the written consent of the Manager and compliance with applicable laws.

6.2 **Withdrawals.** Members may withdraw capital only as permitted under their Subscription Agreements or as authorized by the Manager.

ARTICLE VII — DISSOLUTION

7.1 **Events of Dissolution.** The Company shall dissolve upon (a) the vote of the Manager, (b) the withdrawal of the Manager without a successor, or (c) any event requiring dissolution under law.

7.2 **Winding Up.** Upon dissolution, assets shall be liquidated and distributed in the following order: (a) creditors, (b) Manager fees and expenses, (c) Members in proportion to capital accounts.

ARTICLE VIII — MISCELLANEOUS

8.1 **Amendments.** This Agreement may be amended only with the consent of the Manager and acknowledgment of Members.

8.2 **Mediation Clause.** Any dispute arising under this Agreement shall first be submitted to mediation in the Commonwealth of Redmont prior to litigation or arbitration.

8.3 **Tax Compliance.** Members agree to comply with all applicable tax reporting requirements in their jurisdiction. The Company shall provide Members with necessary tax forms.

8.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont.

MANAGER:
Atlantic Capital Management LLC

MEMBERS:
All individuals or entities admitted as Members pursuant to executed Subscription Agreements