OPERATING AGREEMENT

OF

ALTA GROUP PRIVATE HOLDINGS LLC

This Operating Agreement ("Agreement") is entered into effective as of the date of registration of Alta Group Private Holdings LLC (the "Company") under the Legal Entity Act of the Commonwealth of Redmont.

ARTICLE I — FORMATION

1.1 Formation

The Company is a limited liability company organized under the Legal Entity Act of the Commonwealth of Redmont ("Act"). The Company shall be registered with the Department of Commerce ("DoC").

1.2 Name

The name of the Company is **Alta Group Private Holdings LLC**.

1.3 Registered Jurisdiction

Commonwealth of Redmont.

ARTICLE II — PURPOSE

2.1 Business Purpose

The Company may engage in **any lawful activity**, including but not limited to:

- construction services,
- legal services,
- financial services,

- private capital activity,
- digital infrastructure services,
- litigation, enforcement, and settlement of claims.

2.2 Divisions and Subsidiaries

- The Company may operate through divisions, including but not limited to Topez Builders, Topez Legal Partners, Citadel Financial Group, and Topez Digital Services.
- Any such division will operate business under Alta Group Private Holdings LLC's name and in-game DB (db: AGPH)

ARTICLE III — MEMBERSHIP & CAPITAL

3.1 Sole Member

The sole Member of Alta Group Private Holdings LLC is **12700k**, who owns **one hundred percent (100%)** of the membership interest in the Company.

3.2 Capital Contribution

The initial capital contribution is **0 DC**. No further contribution is required.

3.3 Equity Issuance

No membership interest, equity, unit, or ownership stake may be issued **without the express written consent of the sole Member**.

ARTICLE IV — MANAGEMENT

4.1 Manager-Managed

The Company is **manager-managed**.

4.2 Manager

The sole Member, **12700k**, is hereby designated as the **Manager** of the Company and shall retain full, exclusive, and absolute authority over the Company.

4.3 Authority

The Manager has authority to:

- bind the Company,
- enter contracts,
- hire and terminate workers,
- litigate, threaten litigation, settle claims,
- acquire and dispose of assets,
- create or dissolve divisions,
- act unilaterally without notice or approval.

4.4 Inactivity

Temporary or permanent inactivity by the Manager **does not limit authority** and shall not be construed as abandonment or resignation.

ARTICLE V — LIABILITY & INDEMNIFICATION

5.1 Limited Liability

No Member or Manager shall be personally liable for Company obligations.

5.2 Indemnification

The Company shall indemnify the Member and Manager to the **maximum extent permitted** under the Act for any act taken in good faith on behalf of the Company.

ARTICLE VI — RECORDS & DECISIONS

6.1 Written Consent

Any action may be taken by **written consent** in lieu of meetings.

6.2 Records

Company records shall be maintained privately and disclosed only if required by law.

ARTICLE VII — DISSOLUTION

7.1 Dissolution

The Company may be dissolved **instantly** by the sole Member.

7.2 Distribution

Upon dissolution, **all assets belong to the sole Member** after obligations are satisfied.

ARTICLE VIII — GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Redmont.

ARTICLE IX — AMENDMENTS

9.1 Authority to Amend

This Operating Agreement may be amended, restated, or otherwise modified at any time by the sole Member.

9.2 Method of Amendment

All amendments shall be made in writing and shall be effective immediately upon adoption by the sole Member, unless a later effective date is expressly stated.

9.3 Public Notice

All amendments to this Operating Agreement shall be disclosed through the Company Docket or other public filing mechanism as required by the Legal Entity Act of the Commonwealth of Redmont.

ARTICLE X — BYLAWS

10.1 No Bylaws
The Company is a limited liability company and does not adopt or maintain bylaws. Governance of the Company is governed exclusively by this Operating Agreement and applicable law.

ARTICLE XI — TRANSFER OF MEMBERSHIP INTERESTS

11.1 Restriction on Transfers
No membership interest in the Company may be sold, assigned, transferred, pledged, encumbered, or otherwise disposed of without the express written authorization of the sole Member.

11.2 Prohibition on Collateralization
The membership interest of the Company may not be used as collateral, security, or guarantee for any debt or obligation of the Company or any third party.

11.3 Admission of New Members
Additional members may be admitted to the Company at the sole discretion of the sole Member, upon such terms and conditions as the sole Member determines. Admission of a new member may, but is not required to, be accompanied by an amendment to this Operating Agreement.

11.4 Inactivity or Temporary Delegation
In the event of temporary inactivity or unavailability of the sole Member, the sole Member may designate a temporary manager or chief executive officer to oversee operations of the Company. Such designation shall not constitute a transfer of ownership or membership interest.

11.5 Invalid Transfers
Any attempted transfer, assignment, or encumbrance of a membership interest in violation of this Article shall be null, void, and without legal effect.

Executed by the Sole Member and Manager
