OPERATING AGREEMENT

OF
CITADEL FINANCIAL GROUP LLC

This Operating Agreement ("Agreement") is entered into effective as of the date of registration of **Citadel Financial Group 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") and shall be registered with the Department of Commerce ("DoC").

1.2 Name

The name of the Company is **Citadel Financial Group LLC**.

1.3 Jurisdiction

Commonwealth of Redmont.

ARTICLE II — PURPOSE

2.1 Business Purpose

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

- financial services and financial management activities,
- ownership, oversight, and management of financial institutions,
- ownership of **Citadel Bank, Inc.** or other regulated entities,

- capital allocation, lending, investment, and advisory activities,
- development and operation of financial systems, bots, and infrastructure,
- any ancillary or related activities permitted under the Act.

2.2 Relationship to Parent

The Company is a **wholly owned subsidiary** of **Alta Group Private Holdings LLC**, which owns one hundred percent (100%) of the membership interest in the Company.

ARTICLE III — MEMBERSHIP & CAPITAL

3.1 Sole Member

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

3.2 Capital Contribution

The initial capital contribution of the Company is **0 DC**, unless otherwise determined by the sole Member.

3.3 Issuance of Interests

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

3.4 Membership Structure

The Company is a member-based limited liability company. Ownership, voting rights, and all economic interests in the Company are vested solely in its Member and not divided into separate or freely transferable interests or units.

ARTICLE IV — MANAGEMENT

4.1 Manager-Managed

The Company shall be managed by a Manager.

4.2 Manager

The sole Member hereby appoints **12700k** as the Manager of the Company.

4.3 Authority of Manager

The Manager shall have full, exclusive, and absolute authority to act on behalf of the Company, including but not limited to the authority to:

- bind the Company in contracts and financial transactions,
- acquire, manage, or dispose of subsidiary entities,
- oversee and control **Citadel Bank, Inc.**,
- appoint officers or executives of subsidiaries,
- approve capital allocations and financial strategy,
- initiate, defend, settle, or abandon litigation,
- hire and terminate employees or contractors,
- act without prior notice or approval.

4.4 Inactivity

Temporary inactivity of the Manager shall not be construed as resignation, abandonment, or loss of authority.

ARTICLE V — LIABILITY & INDEMNIFICATION

5.1 Limited Liability

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company.

5.2 Indemnification

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

ARTICLE VI — RECORDS & DECISIONS

6.1 Written Consent

Any action required or permitted to be taken by the Member or Manager may be taken by written consent without a meeting.

6.2 Records

Company records shall be maintained on the company docket as required by the Legal Entity Act.

6.3 Profits and Losses

All profits and losses of the Company shall be allocated entirely to the sole Member, Alta Group Private Holdings LLC. Distributions, if any, shall be made at such times and in such amounts as determined by the sole Member in its sole discretion.

ARTICLE VII — DISSOLUTION

7.1 Dissolution

The Company may be dissolved instantly upon written consent of the sole Member.

7.2 Distribution

Upon dissolution, all assets of the Company shall be distributed to the sole Member after satisfaction of Company obligations.

ARTICLE VIII — GOVERNING LAW

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

ARTICLE IX — AMENDMENTS

9.1 Authority to Amend

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

9.2 Effectiveness

Amendments shall be effective immediately upon adoption unless otherwise stated.

9.3 Public Notice

Amendments shall be disclosed through the Company Docket as required by the Legal Entity Act.

ARTICLE X — BYLAWS

10.1 No Bylaws

The Company does not adopt or maintain bylaws. Governance is governed exclusively by this Operating Agreement and applicable law.

ARTICLE XI — TRANSFER OF MEMBERSHIP INTERESTS

11.1 Restriction on Transfers

No membership interest may be sold, assigned, transferred, pledged, or otherwise encumbered without the express written consent of the sole Member.

11.2 Prohibition on Collateralization

Membership interests may not be used as collateral or security for any obligation.

11.3 Admission of New Members

Additional members may be admitted at the sole discretion of the sole Member upon such terms as the sole Member determines.

11.4 Temporary Delegation

Temporary delegation of management authority shall not constitute a transfer of ownership.

11.5 Invalid Transfers

Any attempted transfer in violation of this Article shall be null, void, and without legal effect.

Executed by the Sole Member and Manager