OPERATING AGREEMENT
of
Bedrock Group, LLC
A Limited Liability Company Organized Under The Laws of the Commonwealth of Redmont

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This **Operating Agreement** (the "Agreement") of **Bedrock Group, LLC** (the "Company") is made and entered into as of October 23, 2025 by and among the Members whose names appear below.

ARTICLE I - FORMATION AND PURPOSE

1.1 **Formation.** The Company was formed as a Limited Liability Company pursuant to the **Certificate of Formation** filed with the Department of Commerce under the laws of the Commonwealth of Redmont.

1.2 **Purpose.** The Company may engage in any lawful act or activity for which a limited liability company may be formed under applicable law, including but not limited to business, investment, and consulting activities.

1.3 **Principal Office.** The principal office of the Company shall be at such location as may be designated by the Member(s) from time to time.

ARTICLE II - MEMBERSHIP, OWNERSHIP, AND MANAGEMENT

2.1 **Member(s).** The initial and sole Member of the Company is **laklaklak**. Additional Members may be admitted with the written consent of the existing Member(s).

2.2 **Ownership Interests.** The ownership interest of each Member shall be set forth in the Company's records and expressed as a percentage of total ownership.

2.3 **Management Structure.** The Company shall be **Member-Managed**. The Members shall collectively manage the business and affairs of the Company. Each Member shall have voting power proportional to their ownership interest.

2.4 **Voting Rights.** All decisions requiring a vote shall be determined by Members holding a majority (over 50%) of the total voting power, unless otherwise specified in this Agreement.

ARTICLE III - CAPITAL CONTRIBUTIONS

3.1 **Initial Contributions.** The initial capital contribution of the sole Member, **laklaklak**, shall be **Three Thousand Redmont Dollars (R$ 3,000)**, which shall constitute the full and paid-in capital of the Company as of the date of this Agreement.

3.2 **Additional Contributions.** Additional capital contributions may be required with the approval of Members holding at least 50% of the voting power. Failure by any Member to contribute additional capital when required shall result in proportionate dilution or other penalties as determined by majority vote.

3.3 **No Interest on Contributions.** No Member shall be entitled to interest on any capital contribution.

ARTICLE IV - PROFITS, LOSSES, AND DISTRIBUTIONS

4.1 **Allocations.** Profits and losses shall be allocated among the Members in proportion to their ownership interests.

4.2 **Distributions.** Distributions of cash or other assets shall be made at such times and in such amounts as determined by the Members, in proportion to their ownership interests.

4.3 **Tax Classification.** The Company shall be treated as a disregarded entity for tax purposes if single-membered, or as a partnership if multi-membered, unless the Members elect otherwise.

ARTICLE V - TRANSFER OF OWNERSHIP

5.1 **Restrictions on Transfer.** No Member may sell, assign, pledge, or otherwise transfer any ownership interest without the consent of Members holding a majority of the voting power.

5.2 **Right of First Refusal.** Before transferring any ownership interest, a Member must first offer such interest to the remaining Members on equivalent terms.

5.3 **Invalid Transfers.** Any transfer in violation of this Article shall be void and without effect.

ARTICLE VI - DISPUTE RESOLUTION

6.1 **Mediation.** In the event of any dispute arising under or related to this Agreement, the Members shall first attempt to resolve the matter through good faith mediation.

6.2 **Arbitration.** If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the laws of the Commonwealth of Redmont. The decision of the arbitrator shall be final and binding.

ARTICLE VII - AMENDMENTS

7.1 **Amendment Procedure.** This Agreement may be amended only by written consent of Members holding at least fifty percent (50%) of the total voting power.

7.2 **Amendments to the Certificate.** Any amendment to the Certificate of Formation shall require approval under the same standard.

ARTICLE VIII - BYLAWS

8.1 **Adoption of Bylaws.** The Company may adopt bylaws consistent with this Agreement to regulate administrative matters, meeting procedures, and recordkeeping.

8.2 **Conflict.** In the event of conflict between this Agreement and the bylaws, the provisions of this Agreement shall control.

ARTICLE IX - DISSOLUTION AND WINDING UP

9.1 **Events of Dissolution.** The Company shall dissolve upon any of the following events: (a) A vote of Members holding a majority of the voting power; (b) The sale or disposition of substantially all Company assets; (c) The death or withdrawal of the last remaining Member; or (d) Any event requiring dissolution under applicable law.

9.2 **Winding Up.** Upon dissolution, the Company shall wind up its affairs, pay all debts and liabilities, and distribute remaining assets to Members in proportion to their ownership interests.

9.3 **Termination.** The existence of the Company shall terminate when all assets have been distributed and a Certificate of Termination has been filed.

ARTICLE X - MISCELLANEOUS

10.1 **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Redmont.

10.2 **Severability.** If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

10.3 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members concerning the Company and supersedes any prior agreements.

IN WITNESS WHEREOF, the undersigned Member has executed this Operating Agreement as of the date first above written.

laklaklak

laklaklak
Sole Member
Date: 2025-10-23