

OPERATING AGREEMENT OF SECONDHAND HOLDINGS, LLC

This Operating Agreement (the “Agreement”) is made and entered into as of March 25, by and among the Member of Secondhand Holdings, LLC, a limited liability company organized under the laws of Redmont (the “Company”).

1. BASIC INFORMATION

- 1.1. Business Name: Secondhand Holdings, LLC
- 1.2. Principal Office: c423
- 1.3. Date of Agreement: March 25
- 1.4. Member: Nimq_ - Managing Member

2. FORMATION

- 2.1. The Member formed a limited liability company under the laws of Redmont, and this agreement governs the operations.

3. PURPOSE

- 3.1. The purpose of the company is to engage in any lawful act or activity for which limited liability companies may be formed under the laws of Redmont. Including but not limited to holding companies.

4. MEMBERSHIP STRUCTURE

- 4.1. Initial Contribution

Nimq_ has contributed the following to the Company:

Contribution Type	Amount
Properties	\$30,000
Capital Investment	\$45,000

Contribution Type	Amount
Work/Sweat Equity	\$15,000
Total Contribution	\$70,000

4.2. Ownership Interest

Based on the initial contribution, Nimq_ holds a 100% ownership interest in the Company.

4.3. Additional Contributions

With each additional property contributed to the company, the company will increase by 1k worth of contributions. This will dilute the ownership interest of existing members accordingly.

4.4. Decision-Making Process

a. Authority: All members are encouraged to participate in the decision-making processes of the Company.

b. Input: Members are encouraged to seek advice and input from advisors or consultants as deemed necessary.

c. Voting: For significant Company decisions, a vote will be conducted among all members. Significant decisions include, but are not limited to:

- Sale or transfer of major assets.
- Significant capital investments exceeding \$10,000.
- Amendments to this Operating Agreement.
- Mergers or acquisitions.

Each member's vote will be weighted according to their ownership percentage. A simple majority (>50%) of the ownership interest is required to pass a decision.

4.5. Transferability of Interests

The Member may not transfer their ownership interest without a written agreement.

5. CAPITAL ACCOUNTS

5.1. A capital account will be established for each Member. The initial capital account balance for each Member will be equal to the cash and the fair market value of any property contributed by such Member. The capital account of each Member shall be increased by (1) such Member's distributive share of income and gain and (2) the amount of cash contributed by such Member to the Company (net of liabilities assumed by the Company or to which such property is subject)

and \$1,000 for each property contributed. The capital account of each Member shall be decreased by (1) such Member's distributive share of losses and deductions and (2) the amount of cash and the fair market value of property distributed to such Member (net of liabilities assumed by such Member or to which such property is subject).

6. PROFIT AND LOSS ALLOCATIONS

6.1. Profit Allocation

Profits (and losses) shall be allocated annually to the Member in proportion to their ownership interest.

6.2. Distributions

Distributions of cash or other assets shall be made to the Member at such times and in such amounts as determined by the Managing Member.

6.3. Financial Reporting

Quarterly financial reports will be prepared and made available to the Member.

7. MANAGEMENT

7.1. Managing Member

Nimq_ shall serve as the Managing Member and shall be responsible for the day-to-day management and operations of the Company.

7.2. Powers of the Managing Member

The Managing Member shall have the authority to:

- Enter into contracts on behalf of the Company.
- Manage the Company's finances.
- Acquire and dispose of assets.
- Make all operational decisions.

8. REGULATORY COMPLIANCE

The Company shall comply with all applicable laws, rules, and regulations. The Managing Member is responsible for ensuring internal controls meet regulatory standards.

9. INDEMNIFICATION

9.1. The Company shall indemnify and hold harmless its Managing Member from any expenses, liabilities, or claims incurred as a result of actions taken in good faith on behalf of the Company.

9.2. The Company may obtain and maintain liability insurance to cover potential legal risks and liabilities.

10. DISPUTE RESOLUTION

10.1. Mediation and Arbitration

Any dispute arising from or related to this Agreement shall first be addressed via mediation by an independent mediator agreed upon by the Member. If mediation proves unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the commercial arbitration laws of Redmont.

10.2. Waiver of Litigation

The Member agrees to waive court proceedings in favor of the mediation and arbitration processes outlined above, except in the event arbitration fails to yield a resolution.

11. AMENDMENTS TO THE AGREEMENT

This Agreement may only be amended with the written consent of the Managing Member. Proposed amendments must be submitted in writing at least seven (7) days prior to consideration.

12. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Redmont. All legal proceedings arising from this Agreement shall be exclusively conducted within the jurisdiction of Redmont.

13. MISCELLANEOUS

13.1. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.2. Confidentiality

The Member agrees that sensitive Company information, including business strategies, financial data, and operational procedures, shall remain confidential and shall not be disclosed

to any third party without prior written consent.

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

Nimq_ – Managing Member

Date: March 25