OPERATING AGREEMENT

OF
TOPEZ LEGAL PARTNERS LLC

This Operating Agreement (“Agreement”) is entered into effective as of the date of registration of **Topez Legal Partners 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 **Topez Legal Partners 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:

- legal representation in civil, commercial, and financial matters,
- litigation before the Supreme Court of Redmont, District Court, and Federal Court of Redmont,

- enforcement and collection of judgments and debts,
- pre-litigation demands, settlement negotiations, and dispute resolution,
- contract drafting, review, and advisory services,
- any ancillary or related legal services permitted under the Act.

2.2 Relationship to Parent Company

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 Topez Legal Partners 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 is **0 DC**. No additional capital contribution is required unless determined by the sole Member.

3.3 Equity Issuance

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 is manager-managed.

4.2 Manager

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

4.3 Authority

The Manager has authority to:

- bind the Company in all legal matters,
- enter contracts and engagement agreements,
- hire, manage, and terminate employees or contractors,
- initiate, threaten, defend, settle, or abandon litigation,
- accept or decline legal representation,
- set fees, contingency arrangements, and billing structures,
- acquire and dispose of Company assets,
- act unilaterally without notice or approval.

4.4 Inactivity

Temporary or permanent inactivity by the Manager shall not be construed as abandonment, resignation, or limitation 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 any act 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 may be taken by written consent in lieu of meetings.

6.2 Records

Company records shall be maintained on the company docket as required by the 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 by 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 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 unless otherwise stated.

9.3 Public Notice

All amendments shall be disclosed through the Company Docket as required by the Act.

ARTICLE X — BYLAWS

10.1 No Bylaws

The Company is a limited liability company and 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 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 determined by the sole Member.

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 and void.

Executed by the Sole Member and Manager