# Structured Finance Products Ltd. – Operating Agreement

Date entered into agreement: 8th September 2025

I. Purpose
This agreement outlines the rights and responsibilities for the owner of Structured Finance Products Ltd. (in-game: SFP).

II. Definitions
Major Business Decision – Financial transactions beyond day-to-day operational costs, decisions which expand company-owned land or plots, decisions which reform the structure of company management, acquisitions of other companies, mergers with other companies, hiring and firing managerial employees, changing salaries, wages and/or benefits, and other business decisions which fall outside the definition of day-to-day operational decisions.

Minor Business Decision – Day-to-day operational decisions, such as paying employees, paying for advertisements, paying for other similar expenses, and hiring and firing non-managerial employees.

III. Equity Ownership
The company is owned by 1 owners, with their share of membership interests stated as follows:
a) Pepecuu - 100%
This clause shall be updated if any portion of equity is transferred to another entity.

IV. Profit distribution
The Company shall not distribute dividends to any Member of Structured Finance Products Ltd. All profits generated by Structured Finance Products Ltd. shall be reinvested to enhance the aforementioned company's value, thereby increasing the equity value of each Member's ownership interest in Structured Finance Products Ltd.

V. Governing Choice
If owned by one sole owner: The sole owner of Structured Finance Products Ltd. can make any and all Major and Minor Business Decisions on behalf of Structured Finance Products Ltd. The sole owner shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of Structured Finance Products Ltd. in the form of a written employment contract.

If owned by two or more players sharing ownership equally: The owners of Structured Finance Products Ltd. must come to an agreement where more than 50% of the owners agree on Major Business Decisions. Minor Business Decisions shall be decided by either Owner, or an appointed employee. Upon coming to an agreement with more than 50% of owners of Structured Finance Products Ltd., the Owners shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of Structured Finance Products Ltd. in the form of a written employment contract.

VI. Transfer of Equity/Ownership
At the time of writing, Structured Finance Products Ltd. is owned solely by Pepecuu, however, in the future he may choose to transfer all or some of the company to another entity. This shall only be done via a written contract.

VII. Other Operational Procedures
Structured Finance Products Ltd. will provide monthly revenue, profit, and expense analysis to all owners when there is more than one owner. Structured Finance Products Ltd. may additionally do business under the following names: Structured Finance Products, SFP, SFP Ltd.

VIII. Indemnification

The Owner(s) and Employee(s) who make Major or Minor Business Decisions shall not be held personally liable in the event of legal or financial issues arising from business operations, except in cases of willful negligence and where required by applicable law.

IX. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved as follows:

1. Good Faith Negotiation: The Members shall first attempt to resolve the dispute through good faith negotiation. Each party is obliged to meet and confer within 5 days of written notice of the dispute to attempt to resolve the matter amicably. If either party fails to confer within the stated deadline after the written notice, the dispute, controversy, or claim will automatically default to the party present for negotiations.
2. Litigation: If the dispute remains unresolved after negotiations, either Member may initiate legal proceedings in a court of competent jurisdiction located in Redmont. The Members consent to the exclusive jurisdiction of such courts for any lawsuit arising out of or related to this Agreement.

X. Amendment

This agreement may be amended by agreement of more than 50% of owners.