Operating Agreement

TortenGroup LLC

1. Ownership and Management

1.1. The Sole Member of the Company is **tortenwashere**, holding 100% of the Membership Interest.
1.2. The Company shall be **Member-Managed**.
1.3. The Member (tortenwashere) has full power and authority to manage the business, bind the Company in contracts, open bank accounts, and transact business on its behalf.

2. Capital Contributions

2.1. The Member has contributed cash and/or assets as the initial capital contribution.
2.2. The Member is not required to make additional capital contributions but may do so at their discretion.

3. Distributions

Net profits and losses of the Company shall be allocated and distributed to the Member at times and in amounts determined by the Member.

4. Transfer of Ownership

4.1. As the Sole Member, tortenwashere may freely transfer, sell, or assign their Membership Interest in whole or in part.
4.2. If an Interest is transferred to a new party, they shall be admitted as a Member upon the execution of an amendment to this Agreement.

5. Dispute Resolution

5.1. In the event of a dispute regarding the management of the Company, the parties agree to first seek mediation.
5.2. If mediation fails, disputes shall be resolved through the Courts of the Commonwealth of Redmont.

6. Amendments

6.1.This Agreement may be amended only by the written consent of the Member.

6.2. Any amendment requires a vote of at least **50%** of the voting interest. As the holder of 100% interest, the voting of tortenwashere satisfies this requirement.

7. Bylaws

7.1.The Member may adopt Bylaws to regulate the day-to-day operations of the Company.
7.2.In the event of a conflict between the Bylaws and this Operating Agreement, this Operating Agreement shall prevail.

8. Liability

8.1.The Member shall not be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

9. Dissolution

9.1. The Company may be dissolved by the written consent of the Member.
9.2. Upon dissolution, the Company shall liquidate assets, and pay creditors, with remaining assets distributed to the Member.

10. Voting and Quorum

10.1. On any vote requiring Member approval, a quorum of at least **50%** of the voting interest is required.
10.2. As a single-member LLC, the written consent of tortenwashere constitutes a valid vote.

7th of January 2026

Signed:



tortenwashere