OPERATING AGREEMENT OF UAG NEWS NETWORK LLC

A Manager-Managed Limited Liability Company Organized Under the Legal Entity Act of the Commonwealth of Redmont

THIS OPERATING AGREEMENT (this "Agreement") is made effective as of June 25, 2026 (the "Effective Date") by the undersigned, the sole Member of UAG News Network LLC, a manager-managed limited liability company organized under the laws of the Commonwealth of Redmont, including the Legal Entity Act (the "LEA").

ARTICLE I. FORMATION

1.1 **Formation.** The undersigned, as the sole Member (the "Member"), formed the Company as a limited liability company under the laws of the Commonwealth of Redmont, including the LEA, by filing a Certificate of Formation with the Department of Commerce (the "DOC") on June 25, 2026.

1.2 **Name.** The name of the Company is UAG News Network LLC (the "Company").

1.3 **Incorporators.** The Certificate of Formation was filed by the following incorporator(s), as required under Part V, Section 1(2)(c) of the LEA: Buffalotto.

1.4 **Purpose.** Consistent with Part V, Section 1(2)(d) of the LEA, the purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of Redmont, and to do any and all other things determined by the Member or the Managers to be necessary, desirable, or incidental to that purpose.

1.5 **Duration.** The Company shall have perpetual existence unless dissolved earlier in accordance with Article 8 of this Agreement or as required under the LEA.

1.6 **Principal Place of Business.** The principal place of business of the Company is C111. The Managers may relocate the Company's principal place of business and establish additional places of business as they determine necessary or desirable.

1.7 **Certain Defined Terms.** As used in this Agreement, "Company Docket" means the public docket maintained for the Company through the DOC, on which notices, resolutions, and filings required under the LEA are posted; "Membership Interest" means a Member's interest in the Company as set forth on Exhibit A; and "Voting Power" means the voting power attributable to a Membership Interest.

ARTICLE II. MANAGEMENT

2.1 **Management Structure.** The Company is manager-managed. Subject to this Agreement and the LEA, the Manager(s) shall direct, manage, and control the business and affairs of the Company. Managers are regarded as directors under the LEA.

2.2 **Initial Manager(s).** The initial Manager(s) of the Company are: Brzzzes, and Sam07x. The Manager(s) shall possess all rights and powers necessary, advisable, or consistent with this Agreement and the LEA for the conduct of the Company's business. Where there is more than one Manager, a majority vote of the Managers shall bind all of the Managers.

2.3 **Designation, Term, and Removal.** Unless this Agreement provides otherwise, a person may be designated as a Manager by resolution of the Members, consistent with Part V, Section 5(1) of the LEA. The number of Managers may be increased or decreased by the Member at any time upon notice to all Managers. A Manager holds office until a successor is designated, or until the Manager's earlier death, resignation, or removal, and may be removed at any time, with or without cause, by the Member.

2.4 **Powers and Duties.** The Managers are authorized to act on behalf of the Company in the ordinary course of its business, including: opening and operating bank or in-game accounts and authorizing payments and distributions; entering contracts, purchasing goods and services, and hiring employees, contractors, or counsel necessary to the Company's business; maintaining the Company's books, the Member Register required under Section 3.4; and taking the actions necessary to keep the Company in good standing under the LEA. A third party dealing with a Manager need not verify the Manager's compliance with this Agreement and may rely on the Manager's execution of any instrument on the Company's behalf.

2.5 **Standard of Care; Indemnification.** A Manager is not liable to the Company or the Member for good-faith actions or omissions, or for errors of judgment, except for the Manager's own willful or fraudulent misconduct, gross negligence, or willful breach of fiduciary duty. The Company shall indemnify and hold harmless a Manager against third-party claims arising from any act or omission the Manager believed in good faith to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct, gross negligence, or willful breach of fiduciary duty.

2.6 **Access to Information.** Unless this Agreement provides otherwise, each Manager shall have full access to the Company's books, records, and the Member Register, and the Member shall have reasonable access to such information on request.

Article III. MEMBERSHIP

3.1 **The Member.** The mailing address of the Member, and the agreed value of the Member's capital contribution, are set forth on Exhibit A. The Member owns 100% of the Membership Interest in the Company.

3.2 **Voting Rights.** Except as otherwise required by the LEA or this Agreement, a Member's Voting Power is proportional to that Member's Membership Interest as set forth on Exhibit A. The Member may act by written consent in lieu of a meeting.

3.3 **Limited Liability.** Except as expressly provided in this Agreement (including any provision adopted under Section 7.2 imposing personal liability to a specified extent and upon specified conditions, as contemplated by Part V, Section 1(3)(e) of the LEA), no Member is

personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member.

3.4 **Member Register.** Consistent with Part V, Section 4 of the LEA, the Company shall maintain a member register, incorporated into the Company's Incorporated Entity Summary, recording all Members; a Member's admission does not take effect until the register is updated. The register carries a rebuttable presumption of membership. Every admission, resignation, or removal of a Member shall be filed in the Company Docket, stating the action taken, the Member's name, and the Member's class. Unless this Agreement provides otherwise, all Members constitute a single Member class.

3.5 **Admission and Removal of Members.** Unless this Agreement provides otherwise, admission of an additional Member requires the unanimous vote of the then-current Members, consistent with Part V, Section 3(1) of the LEA. Upon admission, Exhibit A shall be updated to reflect the new Member's Membership Interest and capital contribution, and the Member Register shall be updated as required by Section 3.4.

Article IV. CAPITAL CONTRIBUTIONS

4.1 **Initial Contribution.** The Member's initial capital contribution is set forth on Exhibit A.

4.2 **Additional Contributions.** No Member is required to make any additional capital contribution unless the Member agrees to do so in writing. No Member is entitled to interest on, or to withdraw, any capital contribution except through a distribution under Article 5 or a liquidating distribution under Article 8.

Article V. PROFITS, LOSSES, AND DISTRIBUTIONS

5.1 **Allocation.** Profits and losses of the Company are allocated to the Member(s) in proportion to their respective Membership Interests as set forth on Exhibit A.

5.2 **Distributions.** The Managers may, in their discretion, authorize distributions of available funds to the Member(s) at the times and in the amounts the Managers determine, after reserving amounts the Managers deem necessary to meet the Company's obligations.

5.3 **Tax Treatment.** For so long as the Company has a single Member, and to the extent applicable law treats the Company as a pass-through entity, all profits and losses are treated as those of the Member. If the Company admits additional Members, this Agreement shall be amended to reflect appropriate allocations among the Members.

5.4 **Books and Fiscal Year.** The Company's books shall be kept on the accrual basis and in accordance with reasonable accounting principles consistently applied. The Company's fiscal year ends on December 31.

Article VI. TRANSFER OF MEMBERSHIP INTERESTS

6.1 **Transfer by a Member.** A Member may sell, assign, encumber, or otherwise transfer all or part of its Membership Interest. Any successor to a Member by merger or consolidation becomes a Member without further act, and the Company continues without dissolution.

6.2 **Effect of an Unadmitted Transfer.** Unless admitted as a Member in accordance with Section 3.5, a transferee of a Membership Interest is entitled only to the distributions and allocations associated with the transferred interest and has no voting or management rights.

Article VII. AMENDMENTS

7.1 **Amendment of the Certificate of Formation or this Agreement.** Unless this Agreement provides otherwise, amendments to the Certificate of Formation or this Agreement may be adopted by a member resolution, consistent with Part V, Section 2(4) of the LEA, and must be executed in writing. An amendment does not affect any existing cause of action by or against the Company, or any pending legal action, and a Company name change does not abate an action brought under the former name.

7.2 **Amendments Increasing Personal Liability.** Consistent with Part V, Section 2(3) of the LEA, an amendment that would increase a Member's personal liability for the Company's obligations is not effective as to any Member unless: (a) notice of the amendment is posted to the Company Docket and given to each affected Member; and (b) the affected Member expressly accepts the increase in writing. As to a Member who does not accept, the increase is suspended and does not apply to that Member.

Article VIII. DISSOLUTION AND WINDING UP

8.1 **Events of Dissolution.** The Company shall be dissolved upon: (a) the bankruptcy or termination of the legal existence of the last remaining Member; (b) expiration of the Company's term, if any, under Section 1.5; (c) a resolution to dissolve adopted by the Member(s); or (d) as otherwise required under the LEA.

8.2 **Winding Up.** Upon dissolution, the business and affairs of the Company continue to be governed by this Agreement during winding up. The Managers shall liquidate the Company's assets and apply the proceeds, in order of priority, to: (a) creditors, including any Member who is a creditor, to the extent permitted by law; (b) reserves the Managers deem reasonably necessary for contingent or unforeseen liabilities; and (c) the remaining assets to the Member(s) in proportion to their Membership Interests.

Article IX. GOVERNING LAW AND MISCELLANEOUS

9.1 **Governing Law.** This Agreement is governed by, and shall be construed in accordance with, the laws of the Commonwealth of Redmont, including the LEA.

9.2 **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

9.3 **Binding Effect.** This Agreement binds and inures to the benefit of the Member(s) and their respective legal representatives, permitted successors, and permitted assigns.

IN WITNESS WHEREOF, the Member has entered into this Agreement as of the Effective Date.

DATED: June 25, 2026

/s/Brzzzes

Brzzzes
Authorized Representative of Utterly Amazing Group LLC

EXHIBIT A

Member(s):

Name	Mailing Address	Agreed Value of Capital Contribution	Membership Interest
Utterly Amazing Group, LLC	C111	$0.00	100%