

**LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**OF**

**Mintovate Technologies LLC**

AN OHIO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF JANUARY 27, 2025

NOTE: THE SALE OR TRANSFER OF INTERESTS IN THIS LIMITED LIABILITY COMPANY IS SUBJECT TO THE RESTRICTIONS SET FORTH IN ARTICLE VII OF THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT.

THE MEMBERSHIP UNITS CREATED BY THIS AGREEMENT AND ANY CORRESPONDING MEMBERSHIP UNIT CERTIFICATES ISSUED HEREUNDER HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR WITH THE SECURITIES AUTHORITIES OF ANY STATE UNDER ANY STATE SECURITIES LAWS. THE SALE OR TRANSFER OF MEMBERSHIP UNITS IS SUBJECT TO CERTAIN RESTRICTIONS DESCRIBED IN THIS AGREEMENT.

THIS OPERATING AGREEMENT (“Agreement”) is made effective as of the 27th day of January 2025 by and among Mintovate Technologies LLC (the “Company”), and the holders of Class A Membership Units (“Class A Members”) as referenced in **Exhibit A** attached.

ARTICLE I  
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

**"Act"** means the Ohio Limited Liability Company Act at Ohio Revised Code §1705 et seq., as amended and/or supplemented from time to time.

**"Affiliate"** means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer or director of such Person, (iv) any Person who is an officer, director, manager, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence, or (v) any Person who is a parent, grandparent, sibling, spouse, or lineal descendent of such Person. For purposes of this definition, the terms "controls," "is controlled by," or "is under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**"Approved Transferee"** and **"Approved Transferees"** have the meanings set forth in Section 7.2.

**"Capital Account"** as of any given date means the account mentioned for each Member pursuant to Section 5.3.

**"Capital Contribution"** means any contribution to the capital of the Company in cash, property, or services by a Member whenever made.

**"Capital/Membership Units"** means the percentage interest of each Member set forth on Exhibit A, as adjusted in accordance with this Operating Agreement.

**"Class A Member"** means a holder/owner of one or more Class A Membership Units.

**"Class A Membership Units"** means, with respect to any Class A Member at any time, (a) that Class A Member's status as a Class A Member; (b) all rights, benefits and privileges enjoyed by that Class A Member (under the Act, this Agreement or otherwise) in its capacity as a Class A Member, including that Class A Member's rights to vote, consent and approve and otherwise to participate in the management of the Company; and (c) all obligations,

duties and liabilities imposed on that Class A Member (under the Act, this Agreement or otherwise) in its capacity as a Class A Member.

**"Class A Members Section 7.4 Notice Period"** has the meaning set forth in Section 7.4(a).

**"Code"** means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

**"Company"** has the meaning set forth in the Recitals.

**"Class A Member Option Period"** has the meaning set forth in Section 7.3(b).

**"Deceased Member"** has the meaning set forth in Section 7.4(a).

**"Deceased Member's Membership Units"** has the meaning set forth in Section 7.4(a).

**"Distributable Cash"** means all cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such reserves as the Class A Members deem reasonably necessary to the proper operation of the Company's business, including any amounts necessary for capital expenditures, for meeting expansion plans and for providing all necessary working capital and any amounts required to meet any requirement of any loan agreement to which the Company is a party.

**"Evasion Terms"** has the meaning set forth in Section 7.3(d).

**"Fiscal Year"** means the Company's fiscal year, which shall be the calendar year.

**"Member"** means each of the Persons specified in Section 2.6 of this Operating Agreement and any Person who may hereafter become a Member pursuant to the terms of this Operating Agreement or otherwise as provided in the Act.

**"Membership Units"** means a Member's entire interest in the Company, including such other rights and privileges that the Member may enjoy by being a Member.

**"Net Profits"** and **"Net Losses"** mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for

federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be added to such taxable income or loss;

(ii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(iii) if the value of any Company asset is adjusted pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(iv) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the value of the asset on the Company's books, notwithstanding that the adjusted tax basis of such asset differs from such value;

(v) if Company property is reflected on the Company's books at a value that differs from its tax basis, then Company income, gain, loss and deduction shall (in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(g)) include Company income, gain, loss, and deduction determined by reference to the value of such property on the Company's books, but shall exclude income, gain, loss and deduction determined by reference to the value of such property as determined for income tax purposes; and

(vi) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of Membership Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

**"Notice"** has the meaning set forth in Section 7.3(a).

**"Notice of Class A Members Option Exercise"** has the meaning set forth in Section 7.3(b).

"**Offer**" has the meaning set forth in Section 7.3(a).

"**Offer Units**" has the meaning set forth in Section 7.3(a).

"**Offer Price**" has the meaning set forth in Section 7.3(a).

"**Operating Agreement**" means this limited liability company Operating Agreement as originally executed and as amended, supplemented and/or restated from time to time.

"**Person**" means any individual, entity, general partnership, limited partnership, limited liability company, corporation, association, joint venture, trust, business trust or cooperative and the heirs, executors, successors and assigns of such person.

"**Proposed Acquirors**" has the meaning set forth in Section 7.3(a).

"**Proposed Closing Time**" has the meaning set forth in Section 7.3(a).

"**Section 7.4 Option Period**" has the meaning set forth in Section 7.4 (b).

"**Section 7.4 Purchaser(s)**" has the meaning set forth in Section 7.4(c).

"**Supermajority**" means holders of at least 67% of Class A Membership Units

"**Transfer**" means any bequest, sale, conveyance, transfer, pledge, encumbrance, assignment or other disposition, whether voluntary, involuntary, or by operation of law.

"**Treasury Regulations**" means proposed, temporary and final regulations promulgated under the Code as of the effective date of the Company's Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"**Value**" has the meaning set forth in Section 7.5(a).

## ARTICLE II FORMATION OF COMPANY

2.1 **Formation.** The Company's Articles of Organization were registered with the Ohio Secretary of State in accordance with and pursuant to the Act on January 27, 2025.

2.2 **Name.** The name of the Company is Mintovate Technologies LLC.

2.3 Principal Place of Business and Executive Office. The principal place of business and executive office of the Company shall be located at 500 E. 3rd St, Apt. 312 , Dayton, OH, 45402 or at such other place in Ohio as the Class A Members may determine.

2.4 Registered Agent. The Company's initial registered agent is Brandy Foster, whose address is 500 E 3<sup>rd</sup> St., Apt 312, Dayton, OH 45402. The Class A Members may change the Company's registered agent by filing the name and the Ohio address of the new registered agent with the Ohio Secretary of State pursuant to the Act.

2.5 Term. The term of the Company commenced upon the effective date of the Articles of Organization and shall be continued in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.6 Names of Members. The names and addresses of the Class A Members are set forth in **Exhibit A**, as amended from time to time.

### ARTICLE III BUSINESS OF COMPANY

3.1 Purpose. Except as expressly restricted by the Company's Articles of Organization or this Operating Agreement, the Company may engage in any lawful act or activity for which a limited liability company may be organized under the Act, and may engage in all other activities incidental or related to the foregoing, including but not limited to

- a. Providing business strategy consultation to clients
- b. Brokering sales of third-party products and services
- c. Providing marketing and professional services to clients
- d. Working with related partners and associates to generate business deals

3.2 General Powers. Except as expressly restricted by the Company's Articles of Organization or this Operating Agreement, the Company shall have, and may exercise, all powers and rights that a limited liability company may legally exercise pursuant to the Act.

### ARTICLE IV MANNER OF ACTING

4.0 **Officers and Agents of the Company.** The Class A Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Class A Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Class A Members deem appropriate.

The Class A Members may appoint officers of the Company who, to the extent provided by the Class A Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Class A Members. The Class A Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Class A Members.

Any action taken by a duly authorized officer, pursuant to authority granted by the Class A Members in accordance with this Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.1 Meetings. Meetings of the Members may be called by the supermajority of Class A Membership Units in the Company.

4.2 Place of Meetings. The Class A Members may agree upon and designate any place within or outside the State of Ohio for any meeting of the Members called under Section 4.1. The Class A Members may also designate any meeting of the Members called under Section 4.1 to be held remotely or virtually by way of any suitable medium including telephone conference or virtual conference; provided however, that the designated medium must allow all Members attending the meeting to speak and hear audibly and must otherwise comply with the provisions of this Operating Agreement. If no designation is made, the place of meeting shall be the principal executive office of the Company.

4.3 Notice of Meetings. The Company shall provide written notice of a meeting to each Member, stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than seven (7), nor more than sixty (60), days before the date of the meeting.

4.4 Record Date. For the purpose of determining Members entitled to notice of a meeting, the date on which notice of the meeting is provided shall be the record date.

4.5 Quorum. Members holding a supermajority of Class A Membership Units in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of the Members.

4.6 Manner of Acting. If a quorum is present, the affirmative supermajority vote of Members the Class A Membership Units in person or by proxy shall be the act of the Members, unless the vote of a greater proportion is otherwise required by the Act or by this Operating Agreement.

4.7 Proxies. At all meetings of Members, a Class A Member may vote in person or by written proxy executed by the Class A Member or the Class A Member's attorney-in-fact.

4.8 Action by Members Without a Meeting. The Class A Members may take action without a meeting by supermajority written consent. Any such consent shall be delivered to the Company for inclusion in the minutes or for filing with the Company records. Upon the Company's receipt, a copy of such consent shall be delivered to the Members.

4.9 Waiver of Notice. A Member may at any time waive, in writing, notice of a meeting. By attending a meeting without protesting the lack of proper notice before or at the beginning of the meeting, a Member waives notice of the meeting.

## ARTICLE V CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

### 5.1 Capital Contributions.

(a) Each original Member to this Agreement shall make an initial Capital Contribution to the Company in accordance with Exhibit A, at the time of each Member's execution of this Agreement.

(b) No Member or any of its Affiliates shall be required to guarantee or provide any credit support for Company debt. In accordance with Section 8.1, the Class A Members shall be entitled, but not required, to make additional Capital Contributions in amounts to be determined by using a fraction in which the number of Units owned by such Class A Member is the numerator and the aggregate number of Units that are then owned by all Class A Members is the denominator. The foregoing determination is also referred to as "**Pro Rata as to the Class A Membership Units.**" Additional Class A Membership Units shall be issued to Class A Members who elect to make additional Capital Contributions.

(c) The quantity of Class A Membership Units held by each Class A Member and the value attributed thereto are specified in **Exhibit A** hereto.

5.2 No Withdrawal. No Member may withdraw any part of its Capital Account without the unanimous consent of the Class A Members.

### 5.3 Capital Accounts.

(a) The Company will maintain a separate Capital Account for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv). Each Member's Capital Account will be increased by: (i) the amount of money such Member contributes to the Company; (ii) the fair market value of property such Member contributes to the Company (net of liabilities secured

by such contributed property that the Company, under Section 752 of the Code, is considered to assume or take subject to); (iii) allocations of Net Profits to such Member; (iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f) and/or (g) of Exhibit B; and (v) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by: (A) the amount of money the Company distributes to such Member; (B) the fair market value of property the Company distributes to such Member (net of liabilities secured by such distributed property that such Member, under Section 752 of the Code, is considered to assume or take subject to); and (C) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code.

(b) The manner by which the Company maintains Capital Accounts pursuant to this Section 5.3 is intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If, in the opinion of the Company's accountants, the manner by which the Company maintains Capital Accounts pursuant to the preceding provisions of this Section 5.3 should be modified in order to comply with Section 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 5.3, the method by which the Company maintains Capital Accounts shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(c) Except as otherwise required in the Act (and subject to Section 5.1(b)), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

5.4 Priority and Return of Capital. Except as may be expressly provided in Article VII, no Member shall have priority over any other Member as to the return of Capital Contributions, Net Profits, Net Losses or distributions; provided that this Section 5.4 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.5 Compensation and Reimbursements of Members. No Member shall receive any payment for services rendered to the Company except upon approval of a supermajority of Members holding the Class A Membership Units. Each Member shall be reimbursed for direct out-of-pocket expenses incurred by her or him on behalf of the Company.

5.6 Stalemate. If a stalemate results between the Class A Members with regard to any material matter requiring the consent of the Class A Members and such stalemate is not resolved within ten (10) business days after the initial vote thereon, then the matter shall be resolved by arbitration. Such arbitration shall be conducted in Montgomery County, Ohio in accordance with the commercial rules then obtaining of the American Arbitration Association, and judgment upon the award rendered shall be final and binding upon all Members and may be

entered in any court having jurisdiction thereof. The expense of arbitration shall be borne by the Company.

ARTICLE VI  
ALLOCATIONS, DISTRIBUTIONS, ELECTIONS, AND REPORTS

6.1 Allocations of Net Profits and Net Losses. Except as provided in Exhibit B and Section 5.6, the Net Profits and Net Losses for each fiscal year will be allocated to the Members in accordance with their Capital Interests.

6.2 Distributions. All distributions of Distributable Cash shall be approved by a supermajority of the Class A Members (except for distributions pursuant to Section 6.3) and made to the Members in the same manner as Net Profits and Net Losses are allocated pursuant to Section 6.1, except for those described in Section 6.3. Any proceeds from the sale of Company property that results in a termination of the Company shall be distributed in accordance with Article IX.

6.3 Income Tax Distributions. Except as provided in this Section 6.3, the Company shall make a distribution to each Member at least annually in an amount not less than the sum of the highest marginal federal and state income tax rates applicable to any Member multiplied by the amount of Net Profits allocated that year to that particular Member. Any amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member pursuant to this Section 6.3. For clarification, distributions under this Section 6.3 will be charged against each Members' share of Net Profits for each applicable year.

6.4 Financial Statements. The Company shall prepare and deliver to each Member, within Sixty (60) days after the close of each Fiscal Year, true and complete financial statements of the Company as of the close of business on the last day of, and for the period constituting, its Fiscal Year. A Member may have performed, at such Member's sole expense, audits of the books and records of the Company, provided that the Member gives the Company reasonable advance notice of any such audit and the audit is conducted during the Company's regular business hours without unduly interfering with the normal conduct of the Company's business.

6.5 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or, except as otherwise specifically provided herein, to return of such Member's Capital Contribution.

6.6 Election Under Section 754. The Company may elect, pursuant to Code Section 754, to adjust the basis of Company property when a Member sells such Member's Membership Units. To the extent that any adjustment to the tax basis of any Company asset is made pursuant to Code Sections 734(b) or 743(b) as a result of such an election, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulation §1.704-(b)(2)(iv)(m).

ARTICLE VII  
NEW MEMBERS; TRANSFERABILITY; BUY SELL AGREEMENT

7.1 Admission of New Members.

(a) The Company may raise new capital by admitting new Members, subject to unanimous approval by the Class A Members.

(b) No Person shall be admitted as a new Member of the Company unless (i) such Person is added as a party to this Operating Agreement and duly and validly agrees in a writing in form and substance satisfactory to the Company to be bound by the terms and conditions of this Operating Agreement and (ii) (A) the Class A Members have unanimously approved the admission of such Person as a new Member or (B) the Transfer to such person of the Membership Units is a Transfer expressly permitted by this Article VII.

(c) Upon the admission of a new Member in accordance with the Act and this Operating Agreement, there shall be a special closing of the Company's books solely for the purpose of determining the value of the Company on such date by whatever method the Class A Members consider reasonable, and the Capital Accounts of the existing Members shall be adjusted accordingly. Concurrently with such adjustment, the new Member shall pay to the Company such Member's Capital Contribution, the Company shall establish a Capital Account that shall be credited with the Capital Contribution of the new Member, and the Capital Interests set forth in Exhibit A shall be adjusted accordingly.

7.2. Restrictions on Transfer.

(a) No Member shall Transfer any or all such Member's Membership Units except as specifically permitted by, and in strict compliance with, this Article VII. Any purported Transfer by a Member of any or all of such Member's Membership Units not in strict compliance with this Article VII shall be null, void and of no legal force or effect.

(b) A Member shall be permitted to Transfer any or all of such Member's Membership Units free of the requirements under Sections 7.3, 7.4, and 7.5 to any or all of (i) one or more of the Persons that is a Member immediately prior to such Transfer, (ii) the parents, spouse, or lineal descendants (meaning children, grandchildren, great grandchildren, but not nieces, nephews, cousins, sisters, brothers, or other similar relatives) of the transferring Member (which must be a natural person) immediately prior to such Transfer, (iii) a trust which has as its sole beneficiaries Persons described in the preceding clauses ((i) and (ii)), and (iv) the Company (each an "Approved Transferee" and collectively the "Approved Transferees"); provided that such Transfer otherwise complies with the terms of this Article VII.

(c) The Company shall not enter any Transfer of Membership Units of any Member on the books or records of the Company unless, prior to such Transfer, the Class A

Members have determined that such Transfer is in accordance with the terms of this Operating Agreement.

### 7.3 Right of First Refusal.

(a) If a Member desires to Transfer any or all of such Member's Membership Units and solicits or receives a bona fide offer to acquire such Membership Units that such Member desires to accept (an "Offer"), then such Member shall promptly, but not less than ten (10) business days after receipt of the Offer, give the Company and each of the Class A Members written notice of the Offer (the "Notice"). The Notice shall specify: (i) the portion of the Membership Units which is the subject of the Offer (the "Offer Units"); (ii) the identity, residence address, and resume of the proposed acquirer of the Offer Units and of each Person that will have a legal or beneficial interest in the Offer Units (collectively, the "Proposed Acquirors"); (iii) all terms of the transaction that is proposed by the Offer; (iv) the price per percentage point for the Offer Units, including a detailed description of the terms of payment and of any non-cash consideration to be received by such Member (the "Offer Price"); and (v) the proposed time and date of closing of the Offer transaction, which shall not be sooner than sixty-one (61) days after receipt by the Company and the Class A Members of the Notice (the "Proposed Closing Time"). True and complete copies of all documents relating to, referencing, or containing the terms and provisions of the proposed Transfer of the Offer Interest must be appended to the Notice.

(b) Beginning on the date the Company and Class A Members receive an effective Notice and ending thirty (30) days thereafter (the "Class A Member Option Period"), each of the the Class A Members shall have the exclusive right (but not the obligation) to acquire a portion of the Offer Units in an amount Pro Rata as to the Class A Membership Units then owned by each Class A Member for the Offer Price upon the terms and conditions proposed in the Offer. A Class A Members may exercise the option by delivering, within the Class A Member Option Period, to the Member who has given Notice and to each of the other Members a writing stating that the Class A Member exercising the option has elected to acquire the Offer Units pursuant to this Section 7.3 (the "Notice of Class A Member Option Exercise"). The Notice of Class A Member Option Exercise shall stipulate a closing date for the Class A Member acquisition of the Offer Units that shall be on or before the later of (i) sixty (60) days after the date on which the Class A Members received an effective Notice or (ii) the Proposed Closing Time. If not all Class A Members (other than the Member who has given the Notice) elect to acquire their pro rata share of the Offer Units, the Class A Members that have elected to acquire the Offer Units may (but are not required to ) acquire the Offer Units pro rata as to each such Class A Member's respective percentage of the total aggregate Membership Units of the actual purchasers.

(c) If the Offer Price includes non-cash consideration, any of the Class A Members (other than the Member giving the Notice) may substitute cash in an amount equal to the approximate fair market value (as determined by reasonable commercial means) of the non-cash consideration. If the Offer contains any terms or provisions that are more onerous to

the Company or its Members than to the Proposed Acquirors ("Evasion Terms"), the Class A Members (other than the Member giving the Notice) may exercise their respective options described in Section 7.3(b) to acquire the Offer Units without complying with such Evasion Terms; provided, however, the Class A Members shall not be permitted to reduce, or to extend the time for payment of, cash consideration included in the Offer Price which is (i) not contingent, (ii) fixed in amount, and (iii) payable on a date fixed by the Offer. The provisions of this Section 7.3(c) shall not be avoided by the inclusion in any Offer of terms and provisions that would have the effect (actual or potential) of making the Offer more onerous or expensive if consummated by the Class A Members than if consummated by the Proposed Acquirors.

(d) If the Class A Member Option Period expires without the election by the Class A Members (other than the Member who has given the Notice), respectively, to acquire the any portion of the Offer Units, then, upon satisfaction of all conditions under this Operating Agreement (including Section 7.1) and receipt by the Company, at its option, of an opinion of counsel acceptable to the Company that the transfer of the Offer Units pursuant to the Offer complies with all applicable federal and state securities laws, the Member who has given the Notice shall be free to transfer any such unacquired portion of the Offer Units to the Proposed Acquirors by the Proposed Closing Time on the exact terms and conditions set forth in the Offer. Any variation of or amendment, modification, or supplement to such terms and conditions shall create a new offer subject to the provisions of Sections 7.3(a), 7.3(b), and 7.3(c), and if the Offer transaction is not consummated by the Proposed Closing Time, it shall be a new Offer subject to the provisions of Sections 7.3(a), 7.3(b), and 7.3(c).

#### 7.4. Purchase of Membership Units on Death of Member.

(a) Upon the death of any Member (the "Deceased Member"), the Class A Members shall have the option to acquire the Membership Units owned by the Deceased Member at the time of the Deceased Member's death (the "Deceased Member's Membership Units"). The Company shall send written notice to the legal representative of the Deceased Member's estate or his, her or its personal representative, as applicable, and to each of the other Class A Members within thirty (30) days of the date on which the Company learns of the Deceased Member's death (the "Class A Members Section 7.4 Notice Period") specifying how many of the Deceased Member's Membership Units the Class A Members may legally purchase.

(b) Beginning on the date the Company and Class A Members receive an effective Notice of the Deceased Member's death and ending thirty (30) days thereafter (the "Section 7.4 Option Period"), each of the Class A Members shall have the exclusive right (but not the obligation) to acquire a portion of the Deceased Member's Membership Units in an amount Pro Rata as to the Class A Membership Units. The Class A Members may exercise the option by delivering, within the Section 7.4 Option Period, to the Company and the legal representative of the Deceased Member's estate a written statement that the Company has elected to acquire the Deceased Member's Membership Units. If not all Class A Members (other than the Deceased Member) elect to acquire their pro rata share of the Deceased Member's Membership Units, the Class A Members that have elected to acquire the Deceased Member's

Membership Units may (but are not required to ) acquire the Deceased Member's Membership units pro rata as to each such Class A Member's respective percentage of the total aggregate Membership Units of the actual purchasers.

(c) The purchase price for the Deceased Member's Membership Units purchased pursuant to this Section 7.4 shall be the Value of such Deceased Member's Membership Units determined in accordance with the provisions of Section 7.5 of this Operating Agreement. The closing of the purchase of the Deceased Member's Membership Units by the Company and/or the remaining Members (the "Section 7.4 Purchaser(s)") pursuant to this Section 7.5 shall occur on a date stipulated by the Section 7.4 Purchaser(s), which date shall be on or before the latest of (i) the date ninety (90) days after the Company learns of the Deceased Member's death, (ii) the date thirty (30) days after the date of determination of the Value of the Deceased Member's Membership Units, and (iii) only if applicable and later, the date thirty (30) days after any insurance proceeds on the life of the Deceased Member are paid to the Section 7.4 Purchaser(s).

(d) The purchase price for a Deceased Member's Membership Units purchased pursuant to this Section 7.4 shall be paid at closing by the Section 7.4 Purchaser(s) in cash to the extent of any and all life insurance proceeds on the Deceased Member from time to time paid to such Section 7.4 Purchaser (when and as such life insurance proceeds are received) and not otherwise paid by such Section 7.4 Purchaser to the Deceased Member or his, her or its personal representative pursuant to other obligations, and any unpaid balance of such purchase price shall be paid at closing by a promissory note (or notes, as may be applicable), payable to the order of the Deceased Member (or his estate).

#### 7.5. Value.

(a) For purposes of this Operating Agreement, "Value" means the fair market value of a Member's Membership Units. The fair market value of a Member's Membership Units shall be the book value, adjusted for profits and losses to the date of disposition, unless otherwise agreed by unanimous written consent of all Class A Members. Fair market value may be determined informally by unanimous agreement of all of the Class A Members, including the resigning or deceased Member, as the case may be. In the absence of an informal agreement as to fair market value, the Class A Members shall hire an appraiser to determine fair market value.

(b) It is the intention of the parties that the Value for any Membership Units established pursuant to this Section 7.5 shall bind each of the Members and the Company and any party claiming by or through any of them and any party claiming a beneficial or other legal or equitable interest in a Deceased Member's Membership Units and further shall govern and be given conclusive effect in all valuations of any such Membership Units by courts, other tribunals, and government authorities for any purpose whatsoever. The parties hereto believe that this method of establishing the Value is the most reasonable method available and the fairest to all Members and to the Company given the manifest uncertainties encountered by non-expert third parties in valuing closely held businesses in businesses such as that in which the Company is

engaged and the Members' greater knowledge of the Company and its financial condition, business affairs, and prospects.

ARTICLE VIII  
MANAGEMENT OF COMPANY

8.1 Management. Except to the extent otherwise provided in this Operating Agreement, the Class A Members shall direct, manage, oversee and control the business and operations of the Company. The Class A Members may appoint such officers as they deem appropriate. The officers shall perform such duties as the Class A Members designate.

8.2 Powers of Class A Members. Without limiting the generality of Section 8.1, and subject to any restrictions in the Company's Articles of Organization or this Operating Agreement, a Super majority of the Class A Members may authorize the Company to:

- (a) raise additional capital by requesting additional Capital Contributions from the Members in accordance with Section 5.1(b);
- (b) make distributions to the Members;
- (c) endorse any instrument or act as an accommodation party or otherwise become a guarantor or surety for any Person;
- (d) borrow or lend money or make, deliver or accept any commercial paper;
- (e) execute any mortgage, bond or lease;
- (f) purchase or sell real or personal property;
- (g) incur any expense or liability;
- (h) establish the Company's policies with respect to personnel, environmental, health and safety, accounting, internal audit, tax and other management functions;
- (i) hire and fire, and determine the compensation of, the Company's executive employees, officers and agents; and
- (j) obtain appropriate types and amounts of insurance for the Company and its assets.

8.3 Standard of Care. Each Member and officer (if any) shall perform such Person's duties in good faith, in a manner such Person reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Member or officer who so performs the duties as a Member or

officer shall not have any liability by reason of being or having been a Member or officer of the Company. In performing such Person's duties, the Member or officer shall be entitled to rely upon such information, opinions, reports or statements, including financial statements or other financial data, presented or prepared by (a) any of the Company's other Members, officers or employees whom such Member or officer reasonably believes are reliable and competent in the matters prepared or presented, or (b) any other Person, including lawyers or accountants, as to matters which such Member or officer reasonably believes are within such Person's professional or expert competence. No Member or officer shall be personally liable to the Company in monetary damages for breach of a duty to the Company unless it is proven in a court of competent jurisdiction that such Person's action or failure to act (i) was not in good faith, (ii) was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (iii) resulted in an improper personal benefit to such Person or any Affiliates at the expense of the Company, (iv) constituted fraud or deceit, or (v) was a knowing violation of law.

8.5 Indemnification. The Company shall indemnify each person who is or was a Member, officer, or employee of the Company or such other Persons covered by Ohio Revised Code Section 1705.32, to the fullest extent permitted by Ohio Revised Code Section 1705.32.

8.6 Bank Accounts. As directed by the Class A Members, by unanimous consent, the Company's officers may open and maintain bank accounts in the name of the Company at such banks as the Class A Members may designate.

## ARTICLE IX DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved upon the unanimous written agreement of the Class A Members.

9.2 Effect of Filing of Certificate of Dissolution. Upon the filing with the Secretary of State of a certificate of dissolution, the Company shall continue its existence until the winding up of its affairs is completed.

9.3 Winding Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, the Class A Members shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Class A Members shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Class A Members may determine to distribute any assets to the Members in kind);

(ii) allocate any Net Profit or Net Loss resulting from such sales to the Members' Capital Accounts in accordance with Article VI;

(iii) discharge all known liabilities of the Company, including liabilities to Members who are also creditors, to the extent permitted by law, other than liabilities to Members for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company); and

(iv) distribute the remaining assets in the following order:

(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(B) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treasury Regulations §1.704-1(b)(2)(ii)(b)(2).

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Treasury Regulations §1.704-1(b)(2)(ii)(g), if any Member has a deficit in such Member's Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE X  
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each Member hereby represents, warrants, and covenants that:

10.1 Due Organization; Authorization of Operating Agreement. If the Member is a corporation or other business entity, such Member is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, has the power and authority to execute and deliver this Operating Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Operating Agreement have been duly authorized by all necessary action. This Operating Agreement constitutes the legal, valid and binding obligation of such Member.

10.2 No Conflict with Restrictions; No Default. Neither the execution, delivery and performance of this Operating Agreement nor the consummation by such Member of the transactions contemplated hereby will conflict with, violate or result in a breach of: (a) any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member; or (b) any of the terms, conditions or provisions of the organizational or governance documents of such Member if it is a corporation or other business entity or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of his, her or its material properties or assets is subject.

10.3 Securities. Such Member is acquiring his, her or its Membership Units only for his, her or its own account and not on behalf of any other Person, and only for the purpose of holding for investment and not with a view to any further distribution thereof. No other Person is participating with, or providing or otherwise arranging funds, or credit for such Member in respect to the acquisition of his, her or its Membership Units. Except as contemplated by Article VII of this Operating Agreement, such Member has no agreement, arrangement or understanding for transfer of any part of his, her or its Membership Units to any other Person. Subject to and in addition to all of the restrictions on transfer contained in this Operating Agreement, such Member shall not offer for sale or sell any part of his, her or its Membership Units except upon acceptance by the Company of an opinion of counsel for the purchaser in such form as is satisfactory to counsel for the Company that registration under federal and state securities laws is not required. Such Member (a) either has such knowledge and experience in financial and business matters, or has the advice or representation of a person or entity having such knowledge and experience, to be able to evaluate the merits and risks of his, her or its investment in the Company or has been given or had access to sufficient information regarding the Company to evaluate the investment in his, her or its Membership Units being acquired, and (b) is able to bear the economic risk of the investment in his, her or its Membership Units and to hold the same for purposes of investment. Such Member is aware that no market exists for the resale of his, her or its Membership Units.

ARTICLE XI  
MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice given pursuant to this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes to a party (a) if delivered personally to such party or to an executive officer of such party to whom the same is directed, (b) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's email address, as appropriate, which is set forth in this Operating Agreement), (c) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment thereof, or (d) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by registered or certified mail, postage and charges prepaid. Any such notice shall be deemed to be given (i) upon personal delivery, as provided above, (ii) upon telephonic confirmation of receipt of notice sent by facsimile, as provided above, (iii) one (1) business day after delivery to a regularly scheduled overnight delivery carrier, addressed and sent as provided above, or (iv) three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided above.

11.2 Application of Ohio Law. This Operating Agreement and its interpretation shall be governed exclusively by the laws of the State of Ohio without regard to conflict of law principle.

11.3 Amendments. This Operating Agreement may not be amended except by an agreement authorized by Members holding a supermajority of the Class A Membership Units.

11.4 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.5 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

11.6 Unenforceable Provision. If any provision of this Operating Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Operating Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

11.7 Entire Operating Agreement. This Operating Agreement contains the entire understanding among the Members with respect to its subject matter.

11.8 Creditors. No provision of this Operating Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

11.9 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

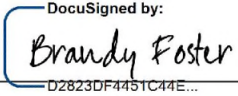
11.10 Headings. The headings in this Operating Agreement are inserted for convenience of references only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members have executed this Operating Agreement as of the date first written above.

1/27/2025

Mintovate Technologies, LLC Member Signatures

By: Brandy Foster, Member

Signature  \_\_\_\_\_  
DocuSigned by:  
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By: William Foster, Member

Signature  \_\_\_\_\_  
Signed by:  
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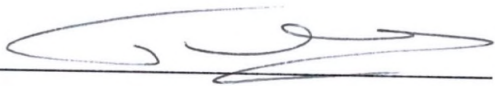
Exhibit A

Roster of Class A Members:

Name of Member	Capital Contribution	Number of Class A Membership Units
Brandy Foster	\$5100	510
William Foster	\$4900	490

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>5/5/25</u>	<u>JAMES LANGFORD</u>	
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