

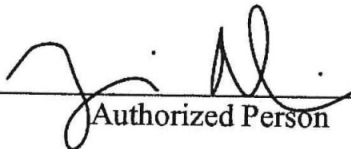
State of Delaware  
Secretary of State  
Division of Corporations  
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STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Genesis 21 Consulting LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 8 The Green, STE A (street), in the City of Dover, Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is A Registered Agent, Inc.

By:   
Authorized Person

Name: Zvi Raskin, Esq.  
Print or Type

**Operating Agreement**  
**of**  
**Genesis 21 Consulting, LLC**

This Operating Agreement (the "**Agreement**") is entered into and made effective as of May 21, 2025 (the "**Effective Date**"), by the undersigned sole member of **Genesis 21 Consulting, LLC**, a Delaware limited liability company (the "**Company**"), in order to set forth the operating rules and governance of the Company pursuant to the Delaware Limited Liability Company Act (the "**Act**").

**1. Formation and Company Details**

- (a) **Formation and Name:** The Company was formed as a Delaware limited liability company by filing a Certificate of Formation with the Delaware Secretary of State on May 21, 2025. The name of the Company is Genesis 21 Consulting, LLC, as stated in its Certificate of Formation.
- (b) **Registered Agent:** The Company's registered agent in Delaware is A Registered Agent, Inc., located at 8 The Green, Suite A, Dover, DE 19901. This is the designated office for service of process in Delaware. The Member may change the registered agent and/or office by filing a notice of change with the Delaware Secretary of State in accordance with the Act.
- (c) **Principal Office:** The Company's principal place of business is c/o Raskin Legal, PLLC, 1 Hillcrest Center Drive, Suite 232, Spring Valley, NY 10977, or such other location as the Member may designate from time to time. The Company may also conduct business at other locations as determined by the Member.
- (d) **Purpose of Business:** The purpose of the Company is to engage in the consulting business and any other lawful business activities permitted for limited liability companies under Delaware law. The Company has the power to perform all acts necessary or convenient to accomplish its business objectives and to exercise all rights and powers granted to an LLC under the Act.
- (e) **Duration:** The Company's term of existence is perpetual, beginning on the Effective Date, and continuing until the Company is dissolved in accordance with this Agreement or by operation of law. No specific termination date is set for the Company's duration.

## 2. Sole Member and Ownership

- (a) **Sole Member: Yitzhak Tzahi Daboush** (the "**Member**") is the sole member and 100% owner of all membership interests in the Company. No other person or entity holds any ownership interest in the Company. The Member's ownership interest (also known as a limited liability company interest) is personal property that entitles the Member to all economic rights (profits, losses, and distributions) and management rights in the Company.
- (b) **No Additional Members (Default):** No additional members shall be admitted to the Company except with the written consent of the Member and an amendment to this Agreement reflecting the added member(s). In the absence of such written agreement, the Member shall remain the sole member. The Member may determine the process and terms for admitting any future member, including the new member's ownership percentage and capital contribution, in a written amendment.
- (c) **Transfer of Interest:** The Member may assign, transfer, or sell all or part of the Member's ownership interest in the Company *only* with the Member's approval (since the transferring party and approving party are the same sole Member, any transfer would be solely at the Member's discretion). The transferee of the Member's entire interest may be admitted as a substitute member of the Company, *provided* that a proper assignment is executed and, if required by law, the Company's records (and Certificate of Formation, if necessary) are updated. Partial assignments that do not result in a new member (e.g. collateral assignments or economic sharing) are permitted only as allowed by the Act and with the Member's consent.
- (d) **Continuation of the Company:** The Company *shall not* dissolve merely because of the Member's ceasing to exist as an individual (through death, incapacity, bankruptcy, or any other event). Instead, if the Member dies or becomes legally incapacitated, the Member's personal representative, heir, or other lawful successor shall assume the Member's rights and become the member of the Company, unless that successor declines membership or the Company is otherwise dissolved under this Agreement. In any case, the default rule under Delaware law is that the death or withdrawal of a member does *not* automatically cause dissolution of the LLC, and the Company will be continued without dissolution in such an event. If for any reason no member (or successor member) exists, the Company will be dissolved as described in Section 7 below.

### 3. Capital Contributions and Financial Matters

- (a) **Initial Capital Contribution:** The Member may make an initial capital contribution to the Company in cash, property, or services. There is no minimum capital contribution required to form or operate this single-member LLC, and the effectiveness of this Agreement is not dependent on any specific contribution amount. (If the Member has already contributed certain funds or assets to the Company as of the Effective Date, those are hereby acknowledged as the initial capital.)
- (b) **Additional Contributions:** The Member is not obligated to contribute any additional capital to the Company beyond the initial contribution (if any). However, the Member may voluntarily make additional capital contributions to the Company at any time in the future, in any amount the Member deems necessary or appropriate to further the Company's business. Any such additional contributions (if made) will increase the Member's capital account in the Company but will not alter the Member's 100% ownership percentage.
- (c) **No Interest on Capital:** No interest shall be paid on any capital contributions made by the Member to the Company. The Member is not entitled to withdraw any part of their capital contributions without the Member's consent (since the Member is the decision-maker) or as otherwise provided in this Agreement.
- (d) **Allocations of Profits and Losses:** All of the Company's profits and losses, and all items of income, gain, deduction, and credit, shall be allocated 100% to the Member for both accounting and tax purposes. Since the Company has only one member, there is no division of profits or losses among multiple members; the sole Member shall bear any losses of the Company and shall be entitled to all net profits.
- (e) **Distributions:** The Member may cause the Company to distribute funds or other property to the Member at such times and in such amounts as the Member deems appropriate, subject to the limitations of the Act on distributions. Distributions to the Member shall typically be made out of the Company's available cash from operations or liquidation. The Company shall not make any distribution that would render the Company insolvent or unable to pay its debts as they come due, in accordance with Delaware law. Additionally, the Company's assets and funds are to be used for Company business purposes only and not to pay the personal expenses of the Member except through proper distributions. All distributions shall be made to the Member (or the Member's successor or assignee, if applicable).

(f) **Tax Treatment:** For federal (and generally, state) income tax purposes, the Company will be treated as a “disregarded entity,” meaning that it is not considered separate from the Member for tax reporting. By default, a single-member LLC’s income and expenses are reported on the Member’s own tax return (as a sole proprietorship for an individual owner). The Company will use this default tax classification unless the Member affirmatively elects to have the Company treated as a corporation for tax purposes (e.g. filing an IRS Form 8832 to elect C-corp or S-corp status). The Member is responsible for reporting the Company’s income or loss on the appropriate tax forms (e.g. Schedule C of the Member’s Form 1040) and paying any applicable taxes. The Company shall provide the Member with any information needed to complete such tax filings, and the Member may cause the Company to make any elections that are in the best interest of the Company and the Member.

#### 4. Management of the Company

- (a) **Management Structure:** The Company is Member-managed, meaning that management and control of the Company are vested in the Member. The Member has the sole authority to manage and conduct all business of the Company. No separate manager or board is appointed; the Member personally oversees the operations and has full decision-making power.
- (b) **Authority of Member:** The Member, acting alone, is an agent of the Company and is authorized to bind the Company in all matters, including entering into contracts, incurring obligations, selling or buying assets, and otherwise operating the business. In other words, any action taken by the Member on behalf of the Company is legally an action of the Company. The Member may execute any documents or instruments in the name of the Company as needed to carry out the Company’s business.
- (c) **Actions Without Meetings:** Because there is only one Member, no formal meetings or votes are required to make decisions. The Member may make any decision regarding the Company’s business unilaterally, without notice or meeting. Any action that Delaware law or the Act would normally require a vote or consent of members or managers is satisfied by the Member’s decision alone, given that the Member holds 100% of the voting power. The Member may (but is not required to) document important decisions or actions in writing (e.g. in the form of resolutions or consents) for the Company’s records, but the lack of a written resolution does not affect the validity of any action taken by the Member.
- (d) **Officers and Agents:** The Member may appoint agents, employees, or designate officers (with titles such as President, Treasurer, etc.) to assist in the operation of

the Company's business, as deemed necessary. Any such agents or officers shall have the authority and duties given to them by the Member, but their authority is always subject to the Member's overarching control. The Member can remove or replace any appointed agents or officers at any time. (For clarity, appointing an officer or agent does *not* require an amendment to this Agreement, as long as the Member retains ultimate management authority.)

- (e) **Compensation of Member:** The Member is not entitled to a salary or any fixed compensation for acting in the management of the Company, unless the Member later decides to establish a salary or management fee for themselves through an amendment or separate resolution. By default, the Member's economic benefit from the Company comes from the profits and distributions described above, rather than a salary. However, the Company shall reimburse the Member for all reasonable and necessary expenses incurred by the Member on behalf of the Company (such as business expenses, formation fees, operating costs paid personally, etc.). Reimbursements to the Member shall be treated as expenses of the Company and *not* as distributions or compensation.

## 5. Limited Liability and Indemnification

- (a) **Limited Liability of Member:** The Member's personal assets are protected from the Company's debts and liabilities. Under Delaware law, the Member is *not personally liable* for any debts, obligations, or liabilities of the Company solely by reason of being a member or acting as a member. Creditors of the Company cannot seek recovery from the Member's personal assets for claims against the Company, except to the extent allowed by a court under extraordinary circumstances (e.g. piercing the LLC veil in case of fraud or commingling of funds, which the Member will avoid). The Member's financial responsibility to the Company is limited to any capital contributions the Member has made or is required to make under this Agreement, and any other obligations expressly assumed in writing by the Member.
- (b) **Indemnification of Member:** To the fullest extent permitted by Delaware law, the Company shall indemnify and hold harmless the Member from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) incurred by the Member by reason of the fact that the Member is or was acting on behalf of the Company or is or was the sole member of the Company. This indemnification covers, for example, any lawsuit or legal claim against the Member arising from Company business, so long as the Member was acting in good faith and in furtherance of the Company's interests. The Company shall pay or reimburse the Member for any such covered liabilities or expenses as they are incurred, in advance

of the final disposition of the matter, to the extent allowed by law. However, the Company will not indemnify the Member for losses or liabilities arising from the Member's own willful misconduct, gross negligence, or knowing violation of law (to the extent such a limitation on indemnification is required by the Act or other applicable law). The Member may also cause the Company to purchase liability insurance (such as general business liability or directors & officers insurance) to protect the Company and the Member against covered liabilities.

- (c) **Limitation of Member's Liability to Company:** The Member shall not be liable to the Company for monetary damages for any act or omission in the Member's capacity as a member/manager, except as required under the Act. In other words, the Member cannot be internally held liable by the Company for breach of fiduciary duty or other duty in managing the Company, except in cases where applicable law forbids completely eliminating such liability. If the Act or other law in the future mandates liability for certain bad acts (for example, if the Member engaged in intentional misconduct or fraud), then this provision will not protect the Member in those specific circumstances. Otherwise, the Member's decisions and actions in managing the Company shall not expose the Member to internal monetary liability.
- (d) **Exculpation:** No person who is an officer, employee, or agent appointed by the Member shall be personally liable to the Member or the Company for money damages for any act or omission in performing their duties, except for acts of fraud, bad faith, or willful misconduct. This provision is intended to encourage individuals to serve the Company and make good-faith business judgments without fear of personal liability, in line with the protections afforded to the Member.
- (e) **Third-Party Agreements and Personal Guarantee:** The Member may, in a separate writing, choose to personally guarantee certain debts or obligations of the Company (for example, signing a personal guarantee for a lease or loan). Such an agreement is outside the scope of this Agreement and is not required. If the Member enters into a personal guarantee, it will not be interpreted as a waiver of the limited liability protections described in this Agreement for any other debts or obligations not expressly guaranteed.

## 6. Books, Records, and Accounting

- (a) **Books and Records:** The Company shall maintain complete and accurate books and records of the Company's financial accounts, business transactions, minutes or written consents of the Member (if any), and other records required under the Act. These records shall be kept at the Company's principal office (or at another

place determined by the Member) and shall be accessible to the Member at all times. The Member may inspect and copy any Company records as desired since the Member has full access to all information by virtue of being the sole member.

- (b) **Accounting and Fiscal Year:** The Company's accounting method (cash or accrual) shall be chosen by the Member in accordance with applicable tax requirements. The fiscal year of the Company shall be the calendar year (January 1 – December 31), unless the Member selects a different fiscal year permitted by the IRS and applicable law. Financial statements or reports may be prepared at the discretion of the Member. Given the single-member structure, the Member may choose the level of formality for keeping books (simple cash ledger vs. GAAP financial statements) appropriate for the business.
- (c) **Bank Accounts:** The Member shall ensure that the Company maintains its own bank account(s) separate from the Member's personal accounts. All revenues of the Company shall be deposited into the Company's bank account(s), and all expenses of the Company shall be paid from such accounts. The Member has sole signing authority over the Company's bank accounts, but may authorize other persons to sign checks or initiate transactions as agents for the Company. Commingling of Company funds with personal funds is to be avoided in order to preserve the Company's status as a separate legal entity and to maintain liability protection.
- (d) **Tax and Compliance Records:** The Member (or any accountant or agent the Member engages) shall maintain all necessary tax records and filings for the Company. This includes copies of the Company's Certificate of Formation, this Operating Agreement, and any tax elections or filings (such as IRS Form SS-4 for an EIN, tax returns, etc.). The Member will keep these documents with the Company's records. The Company shall file all required reports and pay any necessary fees to maintain the Company in good standing with the Delaware Secretary of State and any other jurisdictions where it is authorized to do business.
- (e) **Inspection by Member:** Because the Company has only one Member, formal rights of inspection are inherently satisfied. The Member, at any time, can review all books and records and take any necessary copies. No further consent or process is required for the Member to obtain information about the Company's business or financial status.

## 7. Dissolution and Winding-Up

- (a) **Events of Dissolution:** The Company shall dissolve and commence winding up its affairs upon the first to occur of any of the following: (a) the Member (being the sole

member) decides to dissolve the Company and files a Certificate of Cancellation (or other appropriate dissolution document) with the Delaware Secretary of State; (b) any event occurs which makes it unlawful or impossible to carry on the Company's business; or (c) any other event causing dissolution of a limited liability company under the Act occurs, *unless* the Company is continued as permitted by the Act. Notably, the voluntary decision of the Member to dissolve the Company is sufficient to dissolve the Company at any time, since the Member holds 100% of the interests (Delaware law generally allows dissolution upon consent of members holding more than two-thirds of the profits interests, which in this case is the sole Member).

- (b) **No Automatic Dissolution for Member's Death/Withdrawal:** As stated earlier, the Company is intended to continue despite the Member's death, incapacity, bankruptcy, or any voluntary withdrawal, due to the admission of a successor or assignee as the new member. Accordingly, none of those events *alone* will cause a dissolution of the Company so long as a successor Member is in place or is appointed within the timeframe allowed by law. If the Member's interest is transferred to a personal representative or successor who does not continue the Company (for example, if the estate of a deceased Member elects not to continue the business and no other member is admitted), then dissolution may occur pursuant to the Act's provisions.
- (c) **Dissolution if No Member:** If at any time the Company has no members (for example, if the sole Member dies or withdraws and no person steps into the membership role), then the Company shall be dissolved *unless* within 90 days a new member is admitted by the personal representative of the departed Member or by an assignee, as permitted by Delaware law. This provision is in accordance with the Act, which allows a personal representative of the last member to agree to continue the LLC and become a member, preventing dissolution if done within 90 days. If no such continuation occurs, the Company will wind up and dissolve after the 90-day period of having no member.
- (d) **Winding Up Process:** Upon dissolution of the Company, the Member (or if the Member is unable to do so, a person appointed by the Member or by law) shall act as the liquidator to wind up the Company's affairs. The liquidator will collect all of the Company's assets, settle and close the Company's business, review and pay (or make reasonable provision to pay) all liabilities and obligations of the Company, and then distribute the remaining assets to the Member (or the Member's estate or assigns). Winding up includes the authority to sell Company assets, incur reasonable expenses for liquidation, and perform any other acts required to

liquidate the business. During the wind-up, the Company will continue to exist as a legal entity for the purpose of completing its final business and will hold back sufficient reserves to satisfy known liabilities.

- (e) **Distribution of Assets on Liquidation:** After paying or providing for all debts and liabilities of the Company (including any owed to the Member or to third parties), the remaining assets, if any, shall be distributed to the Member (or the Member's successor in interest). If assets are non-cash, the liquidator may sell them and distribute cash proceeds, or may distribute the assets in kind to the Member, at the Member's discretion. Since this is a single-member LLC, no complex allocation among members is needed for final distributions.
- (f) **Certificate of Cancellation:** When all winding up steps have been completed, the Member or liquidator shall file a Certificate of Cancellation with the Delaware Secretary of State to officially terminate the Company's legal existence, as required by the Act. The Company will then cease to exist as a legal entity, and this Agreement shall have no further force or effect, except with respect to any provisions that expressly or by implication survive dissolution (such as indemnification rights or final distributions).

## 8. Miscellaneous Provisions

- (a) **Amendments:** The Member may amend or repeal any provision of this Operating Agreement, or may adopt a new operating agreement, at any time by a written instrument signed by the Member. Since there is only one Member, no other approval is required. Any amendment should be kept with the Company's records. Material changes (such as adding a new member or changing the management structure) must be documented in writing for clarity. An amendment can also be in the form of a restated Operating Agreement replacing this one.
- (b) **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, including the Delaware Limited Liability Company Act, without regard to conflict of laws principles. In any matter not specifically addressed by this Agreement, the provisions of the Act shall control and supplement this Agreement. The Member agrees that Delaware law governs the internal affairs of the Company and the liability of the Member.
- (c) **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (if possible), and the remaining provisions of this Agreement shall not be affected and will remain in full force and

effect. In essence, an invalid part of the Agreement will not invalidate the rest of the Agreement.

- (d) **Entire Agreement:** This written Agreement constitutes the entire agreement of the Member with respect to the affairs of the Company and supersedes any prior understandings or agreements (whether oral or written) regarding the Company. (Note: There are no other members or parties, so this clause primarily serves to clarify that no outside agreements override these terms.)
- (e) **Waiver:** The failure of the Member at any time to require performance of any provision of this Agreement shall not affect the Member's right to enforce that provision later. Any waiver of a breach of any provision of this Agreement must be in writing and signed by the Member, and such waiver shall not be construed as a waiver of any continuing or succeeding breach of that provision or a waiver or modification of the provision itself.
- (f) **Headings:** Section headings and titles in this Agreement are for convenience of reference only and shall not be used to interpret or construe the provisions of this Agreement. The substantive content of each section, and not the title, governs the rights and obligations of the Member.
- (g) **Binding Effect:** This Agreement is binding upon the Member and the Member's heirs, executors, personal representatives, successors, and permitted assigns, and shall inure to the benefit of the same. Since the Company currently has only one Member, references to multiple members in certain legal contexts (if any) shall be interpreted in a manner consistent with a single-member context.
- (h) **Signatures and Counterparts:** This Agreement may be executed by the Member in any number of counterparts, including electronic counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. The Member's signature below shall be sufficient to make this Agreement effective as of the Effective Date written above.

**IN WITNESS WHEREOF**, the undersigned sole Member has executed this Operating Agreement as of the Effective Date first written above.



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**Yitzhak Tzahi Daboush**

Sole Member and 100% Owner  
*Genesis 21 Consulting, LLC*


**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

|                |                       |   |
|----------------|-----------------------|---|
| 11 August 2025 | Yitzhak Tzahi Daboush |  |
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