

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Forged in Leadership, LLC , LLC
A Member-Managed Limited Liability Company

MULTI-MEMBER LIMITED LIABILITY COMPANY OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 10 Apr, 24 , by and between Anthony Cox and None (collectively "Members").

SECTION I THE LIMITED LIABILITY COMPANY

A.NAME. The company shall be named Forged in Leadership, LLC (the "Company")

B.OFFICE. The Company's principal office and place of business shall be located at 1578 Teague Meadow Ln. , Winston-Salem , North Carolina , 27107

C.PURPOSE. The Company's purpose shall be to engage in any lawful business in which the Limited Liability Company may be formed within the State of Alabama.

E.TERM. The Company's term shall commence on 10 Apr, 24 and shall continue until dissolved pursuant to the provisions of this agreement.

F.REGISTERED AGENT. Anthony Cox is the Company's initial registered agent whose address is 1578 Teague Meadow Ln. , Winston-Salem , North Carolina , 27107 .

H.MEMBERS. The Members' names and addresses are attached as Schedule 1 to this Agreement.

I.ADMISSION OF ADDITIONAL MEMBERS. Unless otherwise expressly provided in this Agreement, no additional members may be admitted to the Company, through the issuance of new interests, without the prior unanimous written consent of the Members.

SECTION II CAPITAL CONTRIBUTIONS

A.INITIAL CONTRIBUTION. The Members shall initially contribute to the Company capital as described in Schedule 2 attached to this Agreement.

B.ADDITIONAL CONTRIBUTION. No member shall be obligated to furnish any additional contribution without the prior unanimous written consent of the Members.

C.NO INTEREST ON CAPITAL CONTRIBUTION. The Members shall not be entitled to interest or compensation for or on account of their capital contributions, unless otherwise expressly provided by this Agreement.

SECTION III ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTION

A.PROFITS/LOSSES. For the purposes of financial accounting and taxation, the Company's net profit/loss shall be determined annually and shall be allocated proportionately among members according to their respective capital interest in the Company, as set forth in Schedule 2, as amended from time to time pursuant to the Department of the Treasury Regulation 1.704-1.

B.DISTRIBUTION. The Members shall determine and distribute available funds annually or frequently, as they see fit. Available funds shall mean the net cash of the company available after provisions for expenses and liabilities are determined by the Managers. Liquidation of the Company's and Member's capital interest shall be made according to the positive account balances pursuant to the Department of the Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent, a Member shall have a negative account balance and there shall be a qualified income offset, as set forth in the Department of the Treasury Regulation 1.704-1(b)(2)(ii)(d)

C.NO RIGHT TO DEMAND RETURN OF CAPITAL. Members shall not be entitled the right to any return of capital or the distribution thereof, unless otherwise expressly provided by this Agreement. The Company shall not extend drawing accounts to any of its Members.

SECTION IV INDEMNIFICATION

A.The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) because he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and a manner he reasonably believed to be in or not opposed to the best interest of the Company, and to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.

B.The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, concerning any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION V POWERS AND DUTIES OF MANAGERS

MANAGEMENT OF COMPANY

- A.** The Members shall, within the authority granted by the Act and the terms of this Agreement, have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.
- B.** Unless expressly provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority, in Interest of the Members.
- C.** Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority, in Interest of the Members, to manage and operate the business and affairs of the Company.
- D.** Any decision, consent, approval, judgment, or action made Members, unless otherwise expressly provided in this Agreement, shall mean a Majority of the Members.

SECTION VI GENERAL PROVISIONS

A.AMENDMENTS. Amendments to this Agreement can be proposed by any Member. A proposed amendment will be adopted and become effective only upon the written approval of all of the Members.

B.GOVERNING LAW. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of _____.

C.ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement.

D.MODIFICATION. No modification or amendment of any provision of this Agreement shall bind any Member unless it is in writing, and signed by all the Members.

E.ATTORNEY FEES. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover reasonable attorney fees other costs related to the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the sum of reasonable attorney fees to be paid will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

F.FURTHER EFFECT. The parties agree to execute other documents necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

G.SEVERABILITY. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

H.NOTICES. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Printed/Typed Name _____ **Signature** _____

Printed/Typed Name _____ **Signature** _____

Printed/Typed Name _____ **Signature** _____

