

**OPERATING AGREEMENT
OF
CREATIVE PARTNERS LLC**

THIS OPERATING AGREEMENT (“Agreement”) is made and entered on this 21 day of March, 2023 by and between Jacob C. Villaret, an individual, Morgan Winters, an individual, Sonya King, an individual, Jacqueline Olivier Brown, an individual, Candice Farrell, an individual and Angela Chamberlain, an individual Creative Partners LLC (the “Company”). Jacob C. Villaret, Morgan Winters, Sonya King, Jacqueline Olivier Brown, Candice Farrell, Angela Chamberlain, and the Company may collectively be referred to as the “Parties.”

RECITALS

- A. On or about March 21, 2023, the Company was founded as a limited liability company.
- B. All above named Parties became members of the Company on or about March 21, 2023.
- C. The Parties agree to adopt this Operating Agreement to reflect the structure of the Company.

ARTICLE I

**FORMATION; MEMBER INTEREST; NAME AND OFFICE; PURPOSE;
TAX TREATMENT**

1.1 Formation. Pursuant to provisions of the Wyoming Limited Liability Company Act (the “Act”), the Company is formed as a member-managed Wyoming limited liability company effective upon the filing of the Articles of Organization of the Company (the “Articles”) with the Wyoming Corporation Commission. This Agreement is to serve as the “Operating Agreement” of the Company, as that term is defined in A.R.S. Section 29-3102(17) and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company and the relationships of the Parties to one another shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement.

1.2 Name and Principal Office. The business of the Company shall be conducted under the name Creative Partners, LLC or any registered tradename, and the principal office of the Company shall be 60 N Gould St, Suite R, Sheridan, WY, or such other place as a Majority in Interest of the Members may from time to time determine. A Majority in Interest of the Members may change the name of the Company by filing an amendment to the Articles with the Wyoming Corporation Commission.

Member Initials: DS
AV DS
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MW
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JOB DS
JB DS
CF

1.3 Purpose. The purpose and business of the Company shall be to invest in and hold interests in real estate and other companies, to transact to purchase, sell, or assign rights to real estate, and any other lawful purpose. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental to the furtherance of such purposes. The Company may engage in other business or service as determined by a Majority in Interest of the Members.

1.4 Membership. Members of the Company and their Participation Percentage are set forth in Exhibit A attached hereto. Additional members may be admitted only upon the written consent of a Super-Majority of Members and upon compliance with the provisions of this Agreement.

1.5 Tax Treatment. The Company shall be operated in a manner consistent with its treatment as a S Corporation for federal and state income tax purposes only and not for purposes of the Federal Bankruptcy Code.

ARTICLE II

DEFINITIONS

Most words and phrases used in this Agreement shall have the usual and customary meanings associated with their use in the context of this Agreement. Words and phrases when used in this Agreement having initial capital letters shall have the following meanings:

2.1 “Act” means the Arizona Limited Liability Company Act, A.R.S. Sections 29-3101 through 29-4202, as amended from time to time (or any corresponding provisions of succeeding law).

2.2 “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 securities of such Person, (iii) any officer, director, general partner, or member of such Person, or (iv) any person who is an officer, director, general partner, member, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence, or any family member of any of the foregoing Persons.

2.3 “Capital Account” means with respect to any Member, the individual account maintained for such Member in accordance with the applicable Regulations.

2.4 “Capital Contribution” means, with respect to each Member, the total amount of cash and the fair market value of any non-cash assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by that Member, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code.

Member Initials: 

2.5 “Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

2.6 “Event of Dissociation” means an event or circumstance enumerated in Section 29-3602 of the Act and in Sections 8.4 through 8.6 of this Agreement.

2.7 “Fiscal Year” means the fiscal year of the Company, which shall be the calendar year or such other annual period, which the Code requires the Company to use as its taxable year, as determined by a Majority in Interest of the Members.

2.8 “Interest” means a Person’s share of the distributions, profits, losses, and other items of income, gain, loss, deduction and credit of the Company.

2.9 “Majority in Interest” means one or more Members whose aggregate Participation Percentage is equal to or exceeds fifty-one percent (51%) of the aggregate Participation Percentage of all Member(s).

2.10 “Member” means each Person signing this Agreement as a Member and each Person subsequently admitted as a member of the Company pursuant to this Agreement.

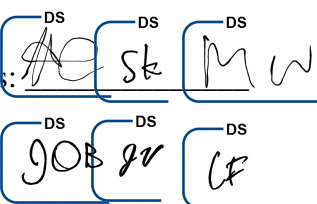
2.11 “Member Representative” means the individual representative for any Member that is an entity as listed in the Company’s Buy-Sell Agreement (the “Buy-Sell”), which shall be executed contemporaneous with this Agreement.

2.12 “Member Loan” means a loan made by a Member to the Company pursuant to this Agreement.

2.13 “Membership Rights” means a Member’s Interest, together with all other rights, powers and privileges of that Member.

2.14 “Net Cash Flow” means all cash funds derived from operations of the Company (including interest received on reserves), increased by the reduction of any previously established reserves and reduced by cash funds used to pay current operating expenses or to pay or establish reasonable reserves for future expenses, debt payments (including monthly or other required payments on Member Loans), capital improvements and replacements as determined in good faith by the Majority in Interest of the Members.

2.15 “Participation Percentage” means, with respect to any Member, the percentage of the total Member Interest held by that Member as amended from time to time. If a Member’s Interest is transferred pursuant to this Agreement, the Person who acquires the Member Interest shall succeed to the Member’s Participation Percentage to the extent that Participation Percentage relates to the transferred interest and so long as such transfer is a Permitted Transfer under Section 8.7.

Member Initials: 

2.16 "Person" means and includes an individual, corporation, association, partnership, limited liability company, trust, estate, or other entity.

2.17 "Property" means all property acquired by the Company, whether real or personal, tangible or intangible.

2.18 "Regulations" means the income tax regulations, including any temporary regulations; promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.19 "Super Majority in Interest" means one or more Members whose Participation Percentage is equal to or exceeds sixty-six percent (66%) of the aggregate Participation Percentage of all Member(s).

2.20 "Transfer" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, or other transfer, and, when used as a verb, voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer. For purposes of this Agreement, a Transfer of a majority or controlling interest in a Member shall be deemed to be a Transfer of such Member's Interest.

ARTICLE III

CAPITAL PROVISIONS

3.1 Capital Contributions. The Capital Contributions of each Member are reflected on Exhibit A attached hereto and incorporated herein by this reference.

3.2 Additional Capital Contributions. Additional Capital Contributions may be called for by the vote of a Super Majority in Interest of the Members from time to time for any purpose consistent with the Company Purpose as set forth herein ("Additional Capital Contributions"). Such Additional Capital Contributions shall be payable in proportion to the Member's Participation Percentage within thirty (30) days of the vote or written consent of a Super Majority in Interest of the Members.

3.3 Failure to Make Additional Capital Contributions. If a Member fails to make an Additional Capital Contribution within the time set forth in Section 3.2 hereof and after ten (10) days written notice and an opportunity to cure delivered by the Manager to the non-paying Member, one or more Member(s) may make one or more Member Loan(s) to the Company, which shall total (and not exceed) the amount of the unpaid Additional Capital Contribution. Any Member Loan(s) made pursuant to this Section shall bear interest at the rate of fifteen percent (15%) per annum, and the Company shall make monthly interest payments on such Member Loan(s) and shall deduct such payments from the non-paying Member's Monthly Cash Flow Distribution.

3.4 Member Loans. Except for a Member Loan made pursuant to Section 3.3, any additional loans by the Members to the Company for any purpose consistent with the

Member Initials: 

Company Purpose may only be made upon the unanimous vote or written consent of the Member (a "Member Loan"). Member Loans made pursuant to this Section shall bear interest at eight percent (8%) per annum and be repaid on such reasonable terms and conditions as may be approved by the unanimous vote or written consent of the Members. No Member shall be required to make a Member Loan unless that Member agrees in writing to do so.

3.5 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall have the right to withdraw or otherwise reduce the Capital Contributions it makes to the Company. Each Member shall look only to the Property of the Company for return of his/her/its Capital Contributions. If the Company's Property remaining after satisfaction of its obligations is insufficient to return the Capital Contributions of any Member, that Member shall have no recourse against the Company or any Member except in the case of gross negligence, bad faith or fraud.

3.6 Return of Capital in Kind. Except as otherwise provided herein, under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive Property other than cash.

3.7 No Interest on Capital. Except as otherwise provided herein, no Member shall receive any interest or drawing with respect to his/her/its Capital Contributions or Capital Account.

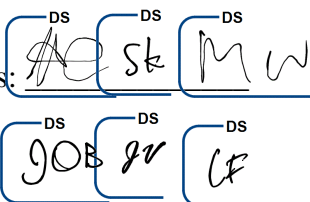
3.8 No Third Party Beneficiary. Except as otherwise provided herein, no creditor or other third party having dealings with the Company shall have the right to enforce the right or obligation of any Member to make Capital Contributions or lend money to the Company or to pursue any other right or remedy hereunder, at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Parties hereto and their respective successors and assigns. None of the rights or obligations of the Members set forth in this Agreement to make Capital Contributions to the Company shall be deemed an asset of the Company for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the Company or pledged or encumbered by the Company to secure any debt or other obligation of the Company or of the Members.

ARTICLE IV

DISTRIBUTIONS AND ALLOCATIONS

4.1 Distribution of Net Cash Flow. The Net Cash Flow of the Company shall be distributed to the Members on or before the last day of the month following the month in which the Net Cash Flow was received by the Company in proportion to each Member's Participation Percentage (the "Monthly Cash Flow Distribution").

4.2 Distributions in Kind. In connection with any distribution, no Member shall have the right to receive property other than cash except as may be specifically provided

Member Initials: 

herein. Any property distributed in kind to the Members shall be valued at its fair market value, as determined by an independent appraiser selected by a Majority in Interest of the Members. Any Member entitled to an interest in any Property shall receive that interest as a tenant-in-common with all other Members so entitled.

4.3 Varying Interests; Distributions in Respect of Transferred Interests. If any Interest is sold, assigned or transferred, all distributions made on or before the date of such transfer shall be paid to the transferor, and all distributions made thereafter shall be paid to the transferee. Solely for purposes of making those distributions and allocating profits and losses and other items of income, gain, loss and deduction, the Company shall recognize the transfer no later than the last day of the calendar month in which it is given notice of the transfer stating the date such Interest was transferred and the name, address, and tax identification number of the transferee. Unless the Company is given such notice, neither the Company nor the other Members shall incur any liability for making distributions and allocations in accordance with the provisions of this Subsection, whether or not the other Members or the Company have knowledge of any transfer of ownership of any interest.

4.4 Allocations. All profits and losses shall be allocated to the Members consistent with and in the manner provided by the applicable sections and provisions of the Code.

ARTICLE V

MANAGEMENT

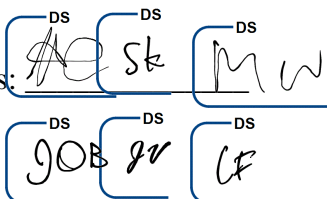
5.1 Member Authority. Any two Members are authorized and empowered to execute, deliver, or perform as agent for the Company any agreements, acts, transactions, or other matters on behalf of the Company. The Company may appoint and remove such additional agents, officers, and employees, with such duties, powers, and responsibilities as shall be determined by a Majority in Interest of the Members.

5.2 Powers of Members. Subject to the restrictions set forth in this Agreement, any two Members, without the need for the signature of the other Member(s), shall have all the power and authority granted to members under the Act including the power and authority:

5.2.1 To hold, operate and maintain the Company’s Property;

5.2.2 To purchase errors and omissions, casualty, liability and other insurance to protect the Members and the Company’s Property and business, and to prosecute, defend, and settle lawsuits or other proceedings affecting the Company;

5.2.3 To execute on behalf of the Company all instruments and documents which the Member reasonably believes are necessary to accomplish the purposes of the Company;

Member Initials: 

5.2.4 To select, engage and supervise, on behalf of the Company, all employees, agents, engineers, attorneys, accountants, managers, consultants, real estate professionals, or other Persons as the Members in his/her/its reasonable discretion, deems appropriate in connection with the conduct, operation and management of the Company's business and for the performance of its legal and accounting requirements, all on such terms and for such compensation as the Member, with reasonable discretion, deems proper;

5.2.5 To file on behalf of the Company any tax returns or execute any other agreements or documents in connection with tax matters affecting the Company that the Member deems necessary, and make any elections permitted under the Code or other applicable tax law which the Member, with reasonable discretion, deems appropriate;

5.2.6 To acquire real property by purchase, lease, or otherwise, to assign purchase contracts on behalf of the Company, and to lease the Company's real property. This includes entering into real estate purchase contracts on behalf of the Company as buyer or purchaser and all related addendums and disclosures and to execute any and all documents necessary to open and close escrow for the Company's purchase of any real property; and

5.2.7 To the extent not otherwise prohibited by this Agreement, to do and perform all other acts as may be necessary or appropriate to accomplish the purposes of the Company.

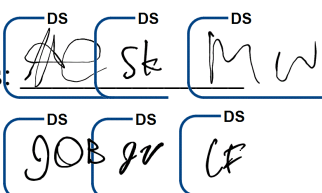
5.2.8 To execute all documents necessary to acquire or dispose of membership interests held or to be held by the Company in other limited liability companies;

5.2.9 To execute operating agreements for limited liability companies in which the Company holds or will hold a membership interest;

5.2.10 To execute all documents necessary for the Company to participate in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;

5.3 Actions Requiring Approval of a Majority in Interest of Members. The approval of a Majority in Interest of the Members is required to sell, lease or otherwise dispose of the Company's real property. Nothing herein shall prohibit a Member under Section 5.2 from entering into an assignment for and assigning the Company's contract interest in real property to a third-party

5.4 Actions Requiring the Approval of a Super Majority in Interest of Members. A Member shall not take any of the following actions without first obtaining the approval of a Super Majority in Interest of the Members:

Member Initials: 

5.4.1 To borrow money from any third-party on behalf of the Company;
and

5.4.2 Place a lien against or encumber any Company Property.

5.5. Actions Requiring Unanimous Approval of Members. A Member shall not take any of the following actions without first obtaining the approval of all of the Members:

5.5.1 Sell or otherwise dispose of all or substantially all of the Company's Property in a single transaction or a series of related transactions;

5.5.2 File a voluntary petition in bankruptcy, make an assignment for the benefit of creditors of the Company, or consent to the appointment of a receiver for the Company or its Property; or

5.5.3 Approve a plan of merger or consolidation of the Company with or into one or more business entities.

5.6 Books and Records. The Company shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be kept at the Company's known place of business and such other location or locations as the Members shall from time to time determine. At a minimum the Company shall keep at its known place of business the following records:

5.6.1. The full name and business, residence, or mailing address of the Members;

5.6.2. A copy of the initial Articles and all amendments thereto and restatements thereof;

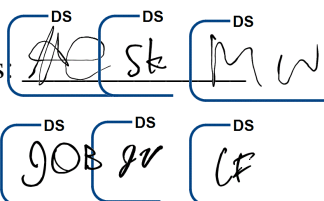
5.6.3. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent fiscal years;

5.6.4. Copies of this Agreement and all amendments hereto or restatements hereof, including any prior operating agreements no longer in effect;

5.6.5. Copies of any documents relating to any Member's obligation to contribute cash, property, or services to the Company;

5.6.6. Copies of any financial statements of the Company for the three most recent fiscal years; and

5.6.7. Copies of minutes of all meetings of the Members and all written consents obtained from the Members for actions taken by the Member without a meeting.

Member Initials: 

5.7. Indemnification by Company. The Company shall indemnify each Member who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as a Member or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Member were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Member had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Member acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

ARTICLE VI

MEMBERS

6.1 Member Classes. There will be one class of members.

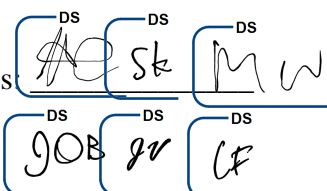
6.2 Fiduciary Duty. The Members agree that each Member shall be accountable to any and all other Members, and each shall have the same duties of care and loyalty as set forth in Section 29-3409 of the Act.

6.3 Meetings. Meetings of the Members may be called by a Majority in Interest of the Members.

6.4 Place of Meetings. Meetings of the Members shall be held at the registered office of the Company unless the Person or Persons calling the meeting designate another place within the State of Arizona as the place for the meeting. Members may participate in a meeting by telephone or video conference, or similar means by which all Persons participating in the meeting can hear one another.

6.5 Notice of Meetings. Except as otherwise provided in this Agreement, the Person or Persons calling the meeting shall notify all Members entitled to participate in the meeting in writing at least three (3) business days before the date of the meeting. The notice shall include the date, time, place, and purpose of the meeting.

6.6 Waiver of Notice. A Member may waive notice of any meeting required to be given under this Agreement before, at, or after such meeting. Any meeting shall be valid without notice if all the Members entitled to participate in the meeting meet and consent to the holding of the meeting at such time and place.

Member Initials: 

6.7 Record Date. The date on which notice of a meeting is deemed to be given under this Agreement shall be the record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members. The determination of Members entitled to vote at any meeting of the Members shall also apply to any adjournment of such meeting.

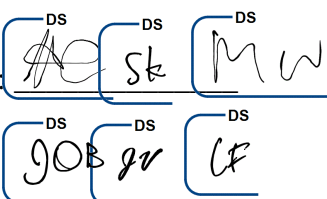
6.8 Quorum. A Majority in Interest of the Members entitled to participate in a meeting, in person or by proxy, shall constitute a quorum. If a quorum is not present at a properly noticed meeting, a Majority in Interest of the Members present in person or by proxy, and entitled to vote, may adjourn the meeting to another time and place without notice if the time and place are announced at the adjourned meeting. If the adjournment is for more than thirty (30) days, notice shall be given as provided in this Agreement to all Members entitled to participate in the meeting.

6.9 Voting. Each Member entitled to participate in a meeting shall have a number of votes equal to his/her/its Participation Percentage. If a Member Transfers his/her/its Interest to an assignee who does not become a substitute Member, neither the transferring Member nor the assignee shall be entitled to vote the transferred Interest and the transferred Interest shall not be considered outstanding for purposes of determining the existence of a quorum. A dissociated Member shall not be entitled to vote, nor shall the dissociated Member's Interest be considered outstanding for purposes of determining the existence of a quorum.

6.10 Manner of Acting. Except as otherwise provided in this Agreement, the vote of a Majority in Interest of the Members entitled to participate in a meeting at which a quorum is present shall be the act of the Members. A Member may vote in person or by a written proxy given to a Member or other Person. A proxy must be filed with the Company before or at the time of the meeting of the Members.

6.11 Action without a Meeting. The Members may take any action permitted or required to be taken at a meeting without a meeting if all of the Members entitled to vote on the matter execute a written consent to that action. Actions taken by written consent under this Subsection shall be effective on the date that all Members entitled to vote have signed the consent unless the consent specifies a different effective date. The record date for determining Members required to consent to an action shall be the date notice of the proposed written consent is deemed given under this Agreement to the Members entitled to vote on the matter.

6.12 Competition; Waiver of Opportunity Doctrine. The Members acknowledge and agree that except as otherwise specifically provided in this Agreement, the Members may engage in any other business or investment activity. However, no such business or investment activity shall directly compete with or adversely affect the Company. Nothing herein shall prevent a Member from owning stock in a publicly traded corporation.

Member Initials: 

6.13 Concerning Securities Matters. Each Member hereby represents and warrants to the Company and the other Members that:

6.13.1 Subject to the requirements of any law, it is acquiring an Interest solely for the Member’s own account as a principal and not with a view to resale or distribution.

6.13.2 In connection with the acquisition of Member Interest, and to the extent that membership interests in the Company are determined to be securities under federal or state securities law, (i) the Member has been fully informed as to the circumstances under which he is required to take and hold such interest pursuant to the requirements of the Securities Act of 1933, as amended (the “1933 Act”), the rules and regulations thereunder, and the applicable state securities or “Blue Sky” law or laws; (ii) he knows that none of the Interest have been registered under the 1933 Act and may not be transferred, assigned or otherwise disposed of unless such interest is subsequently registered under the 1933 Act or an exemption from such registration is available; and (iii) the Member understands that (A) the Company is under no obligation to register such Interest under the 1033 Act or to comply with any applicable exemption under the 1933 Act and any applicable exemption or exemptions under the applicable state securities or “Blue Sky” law or laws with respect to such Interest, and (B) the Company will not be required to supply the Member with any information necessary to enable the Member to make a casual sale of such Interest pursuant to Rule 144 under the 1933 Act (assuming such Rule is applicable and is otherwise available with respect to such Interest).

6.13.3 The Member understands that this Agreement contains restrictions on the Transfer of all of the Member Interest and that, in addition to such restrictions, the Members covenant and agree that such Interest shall not be transferred or otherwise disposed of unless such Transfer or other disposition is exempt from registration under the 1933 Act and the applicable state securities or “Blue Sky” law.

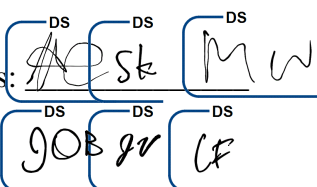
6.14 Additional Members. The Company may add new Members for the purpose of raising additional capital through the issuance of additional Member share which will have the effect of reducing current member interest on a pro-rata basis, unless otherwise agreed. The issuance of additional Member shares requires approval by a Super Majority in Interest of the Members.

ARTICLE VII

COMPANY MATTERS

7.1 Operations Matters. The Company shall conduct itself as a legal entity separate from its Members and shall maintain all of its books and records, bank accounts, and all of its other assets separate from those of its Members and other Persons.

ARTICLE VIII

Member Initials: 

TRANSFERS AND DISSOCIATION



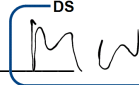



8.1 Transfers Prohibited. Except as expressly permitted or required by this Agreement, no Member may Transfer all or any part of such Member's Interest in the Company or no Member Representative may Transfer all or any part of such Member Representative's interest, ownership or control of any Member without the prior written consent of a Super Majority in Interest of the Members, which consent may be granted or withheld in the Super Majority in Interest of the Members' sole and absolute discretion. The Members acknowledge that the prohibitions on Transfer contained in this Agreement are reasonable and necessary restrictions and may be enforced by specific performance. Any attempted Transfer in violation of this Article VIII shall be deemed invalid, null and void and of no force or effect, and the purported transferee shall not have any rights in or to the Interest or the Company.

8.2 Dissociation. Except as otherwise provided in this Agreement, no Member may dissociate from the Company. In the event that a Member dissociates from the Company in violation of this Agreement and the business of the Company is continued, such dissociating Member shall not be entitled to a return of his/her/its Capital Contribution nor receive payment for his/her/its Interest and shall not be entitled to receive any other type or form of payment from the Company; instead, such Member shall have the status of an assignee of the Member Interest. Furthermore, a dissociation in violation of this Section shall constitute a material breach of this Agreement for which the Company shall have the right to recover damages and to offset the damages against any amounts otherwise distributable to that Member under this Agreement.

8.3 Voluntary Dissociation. A Member may dissociate from the Company by providing the remaining Members with sixty (60) days written notice of the Member's intent to dissociate from the Company (the "Voluntary Dissociation"). The dissociation shall be effective at the expiration of the sixty (60) day period unless the Company, by a vote of a Majority in Interest of the Members other than the dissociating Member, notifies the dissociating Member that the dissociation shall be effective at an earlier date. Upon a Voluntary Dissociation from the Company, the Company shall purchase the dissociating Member's Interest pursuant to the Buy-Sell. A dissociating Member shall not be entitled to vote in any matter, including dissolution, after giving notice of his/her/its intent to dissociate nor shall the dissociating Member's Interest be counted in the computation of a quorum or in the total Interests entitled to vote on any matter.

8.4 Member Voted Dissociation. The Company, by vote of a Super Majority in Interest of Members, may terminate any Member's Interest in the Company for any reason whatsoever, with or without cause. The Member being removed shall be entitled to be present at the Company meeting at which such vote is proposed to be taken and may himself/herself/itself (as the case may be) participate in such vote. In the event a Member is removed by a vote of a Super Majority in Interest of Members under this Section (the "Member Voted Dissociation"), the removed Member's Interest shall be purchased pursuant to the Buy-Sell. A dissociated Member shall not be entitled to vote in any matter, including dissolution, after a vote by a Majority in Interest removing the Member nor shall

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DS 	DS 	DS 

the dissociated Member's Interest be counted in the computation of a quorum or in the total Interests entitled to vote on any matter.

8.5 Involuntary Dissociation by Vote for Cause. The Company may terminate any Member's Interest in the Company "for Cause," which means the occurrence or existence of any of the following conditions or circumstances with respect to such Member, as determined by a Majority in Interest of Members other than the Member who is alleged to have engaged in the conduct giving rise to the "for Cause" dissociation (an "Involuntary Dissociation"):

8.5.1 A material breach by the Member of the terms of his/her/its material duties under this Agreement, if in any such case such material breach remains uncured after fifteen (15) business days have elapsed following the date that not less than a Majority in Interest of Members gave the Member written notice of that breach (unless such breach cannot be cured within such 15 business days, in which case it shall not be breach if the Member commences the appropriate and necessary activity to cure such breach and thereafter diligently prosecutes the same without interruption until the breach has been cured);

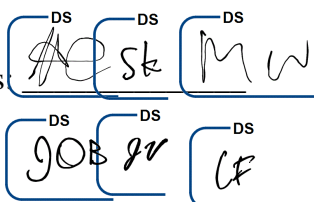
8.5.2 The repeated material breach by the Member of any material duty referred to in clause (A) above on which at least two prior written notices were given under clause (A);

8.5.3 Any act of misappropriation, embezzlement, intentional fraud, or similar conduct by the Member or Member Representative involving the Company;

8.5.4 Any damage of a material nature to any material Property of the Company caused by the Member's or Member Representative's willful or grossly negligent conduct; or

8.5.5 Conduct by the Member or the Member Representative that in the good faith determination of the Majority in Interest of Members other than the Member alleged to have engaged in conduct giving rise to the Involuntary Dissociation demonstrates unfitness to serve as a Member of the Company, including, without limitation, a finding that Member or Member Representative violated a material law or regulation applicable to the business of the Company.

The Member being removed under this Section shall, be entitled to be present at the Company meeting at which such vote is proposed to be taken, but may not participate in such vote. In the event a Member is removed by a vote of a Majority in Interest of the Members other than the Member being removed under this Section 8.5, the removed Member shall only receive a return of his/her/its outstanding capital contributions, if any, minus any amount owed to the Company as a result of the Member engaging in any of the conduct set forth in Sections 8.5.1 through 8.5.5, which amount shall be paid to the Member by the Company via sixty (60) equal monthly payments at 0% interest. The Interest and all Membership Rights of a Member removed under this Section 8.5 shall be immediately forfeited upon the vote of a Majority in Interest of the Members and the Member shall receive no payment from the Company under the Buy-Sell. The Interest of a Member

Member Initials: 

dissociated under this Section 8.5 shall be allocated to the remaining Members pro-rata based upon their Participation Percentage in the Company.

8.6 Immediate Events of Dissociation. A Member is deemed to have immediately dissociated from the Company upon the occurrence of any of the Events of Dissociation listed in Section 29-3602(a) through (c) of the Act (an "Immediate Dissociation").

In the event a Member is dissociated under this Section, the removed Member shall receive a return of his/her/its outstanding capital contributions, if any, but shall not be entitled to any payment under the Buy-Sell. A dissociated Member under this Section 8.6 shall not be entitled to vote in any matter, including dissolution, after the occurrence of one or more events set forth in 29-3602(a) through (c) of the Act nor shall the removed Member's Interest be counted in the computation of a quorum or in the total Interests entitled to vote on any matter.

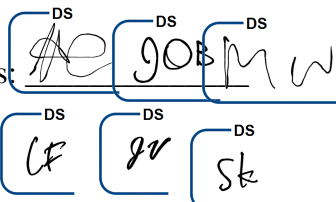
8.7 Permitted Transfers. Notwithstanding the restrictions set forth in Section 8.1 above, subject to the prior satisfaction of all of the conditions set forth in Section 8.10 below, a Member may Transfer all or any portion of such Member Interest by a written instrument as follows (a "Permitted Transfer"):

8.7.1 To any other Member; or

8.7.2 To any Person pursuant to Sections 8.8, 8.9, and 8.11 below.

Unless and until admitted as a substitute Member pursuant to Section 8.12, a transferee of a Member's Interest in whole or in part shall be an assignee with respect to such transferred interest and shall have only those rights set forth in Section 8.11 hereof.

8.8 Right of First Refusal; Tag-Along Rights. In the event that any Member (the "Transferring Member") receives a bona fide written offer for the purchase of all or any part of its Interest (the "Offer") from a third party ("Third Party") the Transferring Member shall first offer its Interest to the Company by written notice ("Offer Notice") which includes a written copy of the Offer. The Offer Notice shall set forth the identity of the Third Party, the price, terms of payments and conditions of such proposed acquisition of the Transferring Member's Interest. The Company shall have thirty (30) days from receipt of such Offer Notice to purchase the Transferring Member's Interest upon the same terms and conditions as in the Offer. The Company may elect to purchase all of the Interest being offered. If the Company does not elect to purchase any of the Interest offered, then the Transferring Member shall offer its Interest to the non-Transferring Members upon the same terms and conditions as the Offer, and shall provide a written copy of the Offer to the non-Transferring Members. The non-Transferring Members may elect to purchase all of the Transferring Member's Interest on the same terms and conditions as set forth in the Offer by giving written notice of such election to the Transferring Member within thirty (30) days of the non-Transferring Member's receipt of the Offer. Upon such election, the

Member Initials: 

Transferring Member shall sell all of its Interest to the non-Transferring Members in accordance with the terms of the Offer. If the non-Transferring Members do not elect to purchase the Interest, then the Transferring Member shall be free to transfer its Interest to the Third Party pursuant to the Offer, subject to the non-Transferring Members' right to participate in such sale by selling the same portion of their Interest as being offered for sale by the Transferring Member for the same price and upon the same terms and conditions contained in the Offer. No transferee shall be admitted as a substituted Member without compliance with the provisions of Section 8.12.

8.9 Drag Along Rights. Subject to the provisions set forth below, if at any time a Super Majority in Interest of the Members ("Initiating Members") determines to (a) Transfer all or substantially all of their Interest to any Person other than one or more Members or other Affiliates of the Company, or (b) permit or cause the Company to merge with or into, or consolidate with, any Person or entity other than an Affiliate of the Company, in each case in an arm's length bona fide transaction (a "Sale") with an unaffiliated third-party (the "Buyer"), each Member and any permitted transferee shall be obligated to and shall upon the written request of the Initiating Members:

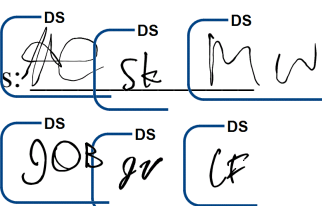
8.9.1 Transfer and deliver, or cause to be transferred and delivered, to the Buyer all of the Interest held by the Members and any permitted transferees on the same terms and conditions applicable to the Initiating Members; and

8.9.2 Execute and deliver such instruments of conveyance and transfer and take such other action, including voting their interests in favor of the Sale proposed by Initiating Members or such other actions as the Buyer may reasonably require in order to carry out the terms and provisions of this Section 8.9; provided, that no Member shall be required to assume personal liability that continues after the transaction closing date for breach of representations, warranties, or other obligations under any of the foregoing documents except to the extent attributable to fraud or willful misconduct on the part of such Member.

Not less than fifteen (15) days prior to the date proposed for the closing of any Sale in accordance with this Section 8.9, the Initiating Members shall give written notice to the Company and all other Members and permitted transferees, setting forth in reasonable detail the identity of the Buyer, the terms and conditions of the Sale (including copies of relevant documents), the purchase price, the proposed closing date and location of such transaction and other relevant provisions with respect to the closing of the proposed transaction.

8.10 Conditions of Transfer. A Transfer otherwise permitted under this Article VIII shall not be permitted and any attempted Transfer shall be null and void and of no effect whatsoever unless and until the following conditions are satisfied:

8.10.1 The transferor and the transferee execute such documents and instruments of conveyance and assumption as may be reasonably necessary or appropriate in the reasonable opinion of the Majority in Interest of the Members to effect such Transfer

Member Initials: 

and to confirm the transferee's assumption of all monetary and other obligations of the transferor with respect to the Interest being transferred.

8.10.2 The transferee, in writing, accepts and adopts all of the terms of this Agreement, as the same may have been amended.

8.10.3 The transferor and the transferee pay all of the reasonable costs and expenses incurred by the non-transferring Members, and the Company in connection with such Transfer.

8.10.4 If the Transfer will cause a termination of the Company under Section 708 of the Code, the Company receives an opinion of its attorney that the termination will not have a material adverse effect on the Company or any of the Members.

8.11 Assignees/Transferees. The assignee of a Member's Interest in the Company shall have no right to participate in the business and affairs of the Company, to become a Member, or to exercise any Membership Rights including, without limitation, the right to vote, the right to require any information or accounting of the Company's business or the right to inspect the Company's books and records, unless the assignee is admitted as a Substitute Member pursuant to Section 8.12. The assignee only shall be entitled to receive distributions, including distributions representing a share of Capital Contributions, and be allocated profits, losses, and other items of income, gain, loss, deduction and credit attributable to the transferred Interest.

8.12 Substitute Members. Notwithstanding any other provision of this Article VIII, no transferee of all or part of a Member's Interest shall become a "Substitute Member" in place of the transferor unless and until:

8.12.1 The transferee has executed an instrument accepting and adopting the terms and provisions of the Articles and this Agreement.

8.12.2 The transferee has caused to be paid all reasonable expenses of the Company in connection with the admission of the transferee as a substitute Member; and

8.12.3 A Super Majority in Interest of Members have consented (which consent may be unreasonably or arbitrarily withheld) in writing to such transferee becoming a Substitute Member.

Upon satisfaction of all the foregoing conditions with respect to a particular transferee, the remaining Members shall cause the books and records of the Company to reflect the admission of the transferee as a substitute Member to the extent of the transferred Member Interest held by such transferee.

ARTICLE IX

Member Initials:  The image shows six boxes, each labeled 'DS' at the top, arranged in two rows of three. Each box contains handwritten initials in blue ink. The first row contains initials that appear to be 'JA', 'JR', and 'JOB'. The second row contains initials that appear to be 'CF', 'SK', and 'MW'.

DISSOLUTION AND TERMINATION

9.1 Events of Dissolution. The Company will be dissolved on the first to occur of the following events:

9.1.1 The written consent of all of the Members;

9.1.2 The entry of a judgment of dissolution under Section 29-3701(A)(4) of the Act or an administrative dissolution under Section 29-3701(A)(5) of the Act; or

9.1.3 An Event of Dissociation of the last remaining Member.

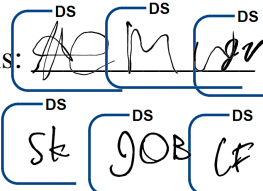
Except as otherwise provided in this Article IX, an Event of Dissociation of a Member shall not cause the company to dissolve, and the Company automatically shall continue following such an Event of Dissociation.

9.2 Winding Up. The Company shall not terminate until all of its affairs have been wound up and its assets distributed as provided herein. The Super Majority in Interest of the Members, on behalf of the Company, shall collect the Company's Property and take such other and further action as is required to wind up the business and affairs of the Company. The Super Majority in Interest of the Members shall determine in good faith which Property will be sold or otherwise disposed of and which Property will be distributed in kind to the Members. The Super Majority in Interest of the Members then shall liquidate the Property of the Company that is to be sold or otherwise disposed of, establish such reserves as the Super Majority in Interest of the Members shall reasonably deem necessary, and apply or distribute the proceeds of such liquidations, or distribute the Company's Property in kind, in the following order and priority:

9.2.1 To payment of the debts and liabilities of the Company, including debts owed to Members. To the extent permitted by law, the Company first shall pay liabilities for which any Member is or may be personally liable; and

9.2.2 Thereafter, to the Members in accordance with their positive Capital Account balances. For purposes of this Subsection, the Members' Capital Accounts shall be adjusted and determined in the same manner as if all of the Property that is to be distributed in kind were sold for cash at its fair market value as of the date of distribution. All distributions pursuant to this Subsection 9.2 shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

9.3 Deficit Capital Accounts. Notwithstanding any provision in this Agreement to the contrary, if a Member's Capital Account has a deficit balance (taking into account all contribution, distributions, and allocations for the year in which a liquidation occurs), such Member shall not be obligated to make any contribution to the capital of the Company and the negative balance of such Member's Capital Account shall not be considered a debt of the Member to the Company or any other Person for any purpose whatsoever.

Member Initials: 

9.4 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the Property of the Company for the return of his/her/its Capital Contribution and no Member shall have priority over any other Member with respect to distributions or the return of his/her/its Capital Contribution.

9.5 Allocations in Year of Liquidation. In the Fiscal Year of liquidation of the Company, or the Fiscal Year in which all or substantially all of the Property is sold, whichever occurs first, and, in either case, in the prior Fiscal Year if such liquidation or sale occurs during the first 105 days of the Fiscal Year, items of Company income, gain, deduction, and loss shall be allocated to the Members in a manner such that the Capital Account of each Member immediately prior to the distribution under Paragraph 9.2.2 is equal to the total amount that would have been distributed to that Member under Article V if the Company's liquidating distributions were made in accordance with that Article.

9.6 Articles of Termination. On the completion of the winding up of the Company and the distribution of the Property of the Company as provided herein, the Majority in Interest of the Members shall file such articles of termination or other documents as may be required by the Act to terminate the Company.

ARTICLE X


MISCELLANEOUS

10.1 Notices. All notices authorized or required to be given pursuant to this Agreement shall be given in writing and either personally served on the Person to whom given, mailed postage prepaid, or sent by electronic mail transmission, addressed to the Person's physical or electronic mail address as it appears on the books of the Company. All notices shall be deemed given when personally delivered or, if physically mailed as provided in this Subsection, on the second day after the date of mailing, or if sent by electronic mail transmission, 24 hours after the time of dispatch. Any Person may change his address for the receipt of notices at any time by giving written notice thereof to the other Members in accordance with the terms of this Subsection. The inability to deliver notice because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the Notice as of the date of such inability to delivery or the rejection or refusal to accept. Any notice to be given by any Person herein may be given by an agent for such Person.

10.2 Bank Accounts. All funds of the Company shall be deposited in the Company's name in an institution or institutions determined by a Majority in Interest of the Members with the authority under Article V.

10.3 Title to Property. Except as otherwise provided in this Agreement, all Property acquired by the Company shall be held in the Company's own name.

10.4 Counsel; Conflict of Interest; Retention of Own Counsel. The Parties hereby acknowledge that (a) Fowler St. Clair, PLLC ("Fowler St. Clair") represents the

Member Initials: 

Company and has prepared this Agreement in connection with such representation, (b) Fowler St. Clair does not represent any other party in connection with this Agreement, and (c) following the execution of this Agreement, Fowler St. Clair may continue to represent the Company. Fowler St. Clair encourages each Party other than the Company to retain its own counsel with respect to this Agreement, so that each Party can explore and understand its rights and obligations hereunder and the federal and state tax consequences to this Agreement.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Governing Law. The laws of the State of Wyoming, without regard to conflicts of laws principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

10.7 Costs and Attorneys' Fees. In the event of litigation or arbitration arising out of this Agreement instituted by any one of the Parties to it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in that litigation or arbitration.

10.8 Amendment. This Agreement may be amended only by the written consent of all of the Members.

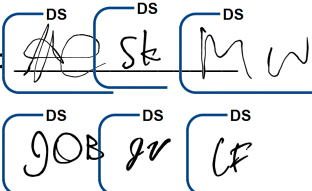
10.9 Electronic Execution and Counterparts. This Agreement may be executed electronically and in counterparts, all of which taken together shall be deemed one original. Counterpart signatures to this Agreement may be exchanged through reasonably verifiable electronic means, such as verifiable e-mail or facsimile transmission.

10.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

10.12 Entire Agreement. This Agreement constitutes the entire agreement among or between the Parties, and supersedes any prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. The Parties acknowledge the Recitals are part of this Agreement.

10.13 Representations and Warranties. As of the Effective Date, each of the statements contained herein shall be a true, accurate and full disclosure of all facts relevant to the matters addressed and such warranties and representations shall survive the execution of this Agreement. Each Member (and each Person executing this Agreement directly or indirectly on behalf of a Member) represents and warrants that:

10.13.1 If such Member (or the constituent partners or members of a Member) is a corporation, partnership, or limited liability company, such Member (or such

Member Initials: 

constituent partner or member, if applicable) is duly organized and validly existing under the laws of the State of its organization and has the requisite power and authority to enter into and carry out the provisions of this Agreement and the Person executing this Agreement on behalf of such Member (or such constituent partner or member, if applicable) has been duly authorized to do so.

10.13.2 If such Member (or constituent partners or members of a Member) is a corporation, partnership or limited liability company, all action required to be taken by such Member (or constituent partner or member, if applicable) to consummate this Agreement has been taken and no further approval of any board, court or other body is necessary in order to permit such Member to consummate this Agreement.

10.13.3 To the best of such Member's knowledge, no representation, warranty or covenant of such Member in this Agreement, or in any document or certificate furnished or to be furnished to the Company or the other Members, contains or will contain any untrue statement of material fact or omits or will omit to state material facts necessary to make the statements or facts contained therein not misleading. All such representations, warranties or statements of such Member are based upon current, accurate and complete information as of the time of their making, provided, however, the other Members acknowledge that no inquiry or due diligence has been performed by such Member for the purpose of making this representation.

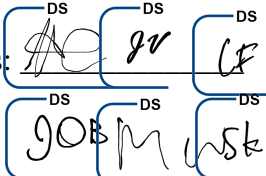
10.14 Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the Parties hereto and their respective heirs, representatives, successors, and permitted assigns any rights or remedies under or by reason of this Agreement.

10.15 Successors in Interest. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors and permitted assigns of any of the Parties to this Agreement.

10.16 Incorporation by Reference. The Recitals are incorporated herein by reference and the truth and accuracy of the Recitals is hereby acknowledged. Every exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.17 Compliance with the Act. The Parties shall execute all amendments of the Articles, and take all other action as may be necessary or appropriate to comply with the requirements of the Act.

[INTENTIONALLY LEFT BLANK - SIGNATURES ON FOLLOWING PAGE]

Member Initials: 

IN WITNESS WHEREOF, the Members have executed this Operating Agreement.

PARTIES:

CREATIVE PARTNERS LLC
an Wyoming Limited Liability Company

By: ^{DocuSigned by:} Jacob Villaret, an individual Date: March 21, 2023
649D7D98644631
Jacob C. Villaret, Member

By: ^{DocuSigned by:} Morgan Winters, an individual Date: March 21, 2023
7A25B7409404181
Morgan Winters, Member

By: ^{DocuSigned by:} Sonyia King, an individual Date: March 21, 2023
509B7409404181
Sonya King, Member

By: ^{DocuSigned by:} Jacqueline Olivier Brown, an individual Date: March 21, 2023
809B7409404181
Jacqueline Olivier Brown, Member

By: ^{DocuSigned by:} Candice Farrell, an individual Date: March 21, 2023
809B7409404181
Candice Farrell, Member

By: ^{DocuSigned by:} Angela Chamberlain, an individual Date: March 21, 2023
087815F89FF4C2
Angela Chamberlain, Member

Member Initials: ^{DS} AV ^{DS} SK ^{DS} MW ^{DS} JO ^{DS} CF

EXHIBIT A MEMBERSHIP INTERESTS

MEMBER	CAPITAL CONTRIBUTION	DATE	PARTICIPATION PERCENTAGE
JACOB C VILLARET	\$5,000.00	03/21/2023	16.67 %
MORGAN WINTERS	\$5,000.00	03/21/2023	16.67 %
SONYA KING	\$5,000.00	03/21/2023	16.67 %
JACQUELINE OLIVIER BROWN	\$5,000.00	03/21/2023	16.67%
CANDICE FARRELL	\$5,000.00	03/21/2023	16.67%
ANGELA CHAMBERLAIN	\$5,000.00	03/21/2023	16.67%

Member Initials: 