

OPERATING AGREEMENT MANAGER-MANAGED

████████████████████ LLC

DATE: █████ October 2025

PARTIES:

RECITAL:

The parties to this agreement (the "Members") are entering into this agreement for the purpose of forming a limited liability company that is to be managed by one or more managers (the "Managers") under the Limited Liability Company Act of the state of Delaware (the "Act").

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this limited liability company (the "Company") is ██████████ LLC.

1.2 Articles of Organization. Articles of organization for the Company were filed with the Secretary of State for the state of Delaware on █████ October 2025.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at ██████████
████████████████████ BUKIT MERTAJAM, MALAYSIA,
but it may be relocated by the Managers at any time.

1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, and the name of its initial agent for service of process at that address will be Harvard Business Services, Inc. The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the state in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful business that a limited liability company may engage in under the Act. The Company has the power to do all things necessary, incident, or in furtherance of that business

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the

Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

2. MEMBERS, CONTRIBUTIONS AND INTERESTS

2.1 Initial Members. The names and addresses of the Members of the Company, the amounts of their initial capital contributions, and their initial Ownership Interests are:

<u>Name and address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
Name: [REDACTED]	10,000.00 USD	100%
Address: [REDACTED]		
MERTAJAM, MALAYSIA.		

Each Member's Ownership Interest at any time will be determined by the ratio of the Member's aggregate capital contributions to the aggregate capital contributions of all Members.

2.2 Initial Capital Contributions. The initial capital contributions of [REDACTED] must be paid to the Company, in cash, immediately after all parties have signed this agreement. The initial capital contribution of [REDACTED] must be made by the Member's transferring to the Company the assets listed on the attached Exhibit A. The transfer of the assets must be made immediately after all parties have signed this agreement by the Member's executing and delivering to the Company such documents as may be necessary to transfer the assets listed on the attached Exhibit A to the Company free and clear of all liens and encumbrances. The transfer documents must include warranties of title and good right to transfer.

2.3 Additional Members. Additional members of the Company may be admitted with the consent of the Managers if the Managers have approved additional capital contributions, the Members have not contributed the maximum amount of such contributions, and the additional members do not contribute any more capital than the difference between the maximum set by the Managers and the amount contributed by the Members. Additional members may also be admitted under the section of this agreement relating to substitution. Otherwise, additional members may not be admitted except with the approval of the Members.

2.4 Additional Contributions. Except as otherwise provided in the Act, no Member is required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the Members only with the approval of the Managers. If the Managers approve additional capital contributions, the Managers must set a maximum amount of such contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute a pro rata share of the maximum based upon the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro rata share of the maximum, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

2.5 No Interest on Capital Contributions. No interest will be paid on capital contributions.

2.6 Capital Accounts. A capital account will be maintained for the Member. The Member's capital account will be credited with all capital contributions made by the Member and with all income and gain (including any income exempt from federal income tax) of the Company, and the Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) of the Company.

2.7 Outside Activities. Members may engage in business and investment activities outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may enter into any business or investment activity that is competitive with the business of the Company unless the activity was approved in advance by action of the Members.

3. PROFITS AND LOSSES AND DISTRIBUTIONS

3.1 Profits and Losses. The entire net profit or net loss of the Company for each fiscal year will be allocated to the Member and must be reported by the Member on all federal, state, and local income and other tax returns required to be filed by the Member.

3.2 Distributions. Subject to the restrictions governing distributions under the Act, distributions of cash or property may be made from time to time by the Company to the Member, as the Member directs. But the assets of the Company may not be used to pay the separate expenses of the Member, to make personal investments for the account of the Member, or for any other purpose not related to the business of the Company.

4. MANAGERS

4.1 Number and Qualifications. As provided in the articles of organization of the Company, the Company will be managed by Managers. The number of Managers serving at any given time will be the number elected by the Members, but the number may not be less than one nor more than three. Managers may be entities as well as individuals and need not be Members.

4.2 Initial Managers. There will initially be one Manager of the Company, [REDACTED]

4.3 Election and Term. Managers will be elected at meetings of the Members called for the purpose of electing Managers. The notice of any meeting of the Members at which Managers are elected must state that the purpose, or one of the purposes, of the meeting is the election of Managers. Each Manager, including each of the initial Manager named in this agreement, will serve for a term ending at the next meeting of Members called for the purpose of electing Managers, or until the Manager's earlier death, resignation, or removal.

4.4 Resignation and Removal. A Manager may resign at any time by delivering a written resignation to the Members. The resignation will be effective when received by all Members unless a later effective date is stated in the written resignation. The Members may remove any Manager at any time, with or without cause. But a Manager may be removed by the Members only at a meeting of the Members called for the purpose of removing the Manager, and the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is the removal of a Manager. The resignation or removal of a Manager who is also a Member will not constitute a withdrawal or expulsion of the Manager as a Member of the Company or otherwise affect the Manager's rights as a Member.

4.5 Authority. Subject to the limitations imposed by this agreement or by action of the Managers or the Members, each Manager is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business. But no Manager has authority to engage in any of the following acts unless the act was approved in advance by action of the Members:

4.5.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

4.5.2 To merge the Company with any other entity;

4.5.3 To amend the articles of organization of the Company;

4.5.4 To incur indebtedness by the Company other than in the ordinary course of business;

4.5.5 To authorize a transaction involving an actual or potential conflict of interest between a Manager or a Member and the Company;

4.5.6 To change the nature of the business of the Company; or

4.5.7 To commence a voluntary bankruptcy case for the Company.

The Managers may, but are not required to, refer any other matter to a vote of the Members.

4.6 Other Agents. By action of the Managers, other agents may be authorized to act on behalf of the Company. The authority given such agents may be general or may be limited to specific matters.

4.7 Powers of Members. No Member who is acting solely in his or her capacity as a Member is authorized to act on behalf of the Company.

4.8 Devotion of Time; Outside Activities. Each of the Managers must devote so much time and attention to the business of the Company as the Managers agree is appropriate. Managers may engage in business and investment activities outside the Company, and neither the Company nor the Members have any rights to the property, profits, or benefits of such

activities. But no Manager may enter into any business or investment activity that is competitive with the business of the Company unless the activity was approved in advance by action of the Members. No Manager may use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Manager as a result of being a Manager of the Company.

4.9 Compensation and Reimbursement. The Managers will be paid such salaries and other compensation as may be fixed from time to time by action of the Members. The fact that a Manager is also a Member will not prevent the Manager from receiving a salary or other compensation from the Company. Managers are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

4.10 Meetings of Managers. If there is more than one Manager serving, meetings of the Managers may be called by any Manager. Meetings of the Managers will be held at the principal office of the Company, unless another place is fixed by action of the Managers. Notice of the date, time, and place of all meetings must be given to each Manager at least 24 hours prior to the meeting. The notice may be oral or written. Oral notice will be effective when given. Written notice will be effective at the earliest of the following times: (a) when received by the Manager, (b) when sent by facsimile or other form of electronic communication reasonably expected to be received immediately at the Manager's place of business, or (c) three days after mailing. A majority of Managers constitutes a quorum for any meeting of the Managers. Each Manager is entitled to one vote, and a matter submitted to a vote at a meeting of the Managers will be approved if a majority of the Managers voting on the matter vote in favor of the matter.

5. MEMBER MEETINGS

5.1 Meetings. A meeting of Members may be called by the Managers or by Members holding at least 10 percent of the Ownership Interests. If a meeting is called by Members, the Members must deliver a written demand for a meeting addressed to the Managers at the Company's principal office, and the written demand must state the purpose for which the meeting is to be held. Meetings of the Members will be held at the principal office of the Company, or at another place within 25 miles of the principal office that is fixed by action of the Managers and is set forth in the notice of the meeting.

5.2 Notice of Meetings. Notice of the date, time, and place of all meetings must be given to each Member in writing not earlier than 60 days nor less than 10 days before the meeting date. The notice must be mailed to each Member at the Member's address as shown on the Company's records and must include a description of the purpose or purposes for which the meeting is called.

5.3 Record Date. The Members who are entitled to notice of a meeting of Members and to vote at the meeting, and their respective Ownership Interests, will be determined as of the record date for the meeting. The record date may be selected by the Managers and may not be

more than 70 days nor less than 10 days before the meeting. If the Managers do not select a record date for a meeting of Members, the record date will be the date on which the initial notice of the meeting was mailed to the Members.

5.4 Quorum and Voting. A Member may be represented at a meeting of Members, and may vote, in person or by written proxy. The presence at a meeting of Members, in person or by proxy, of Members holding more than 50 percent of the Ownership Interests constitutes a quorum. Each Member is entitled to vote the Member's Ownership Interest. Except as otherwise provided in the articles of organization, this agreement, or the Act, a matter submitted to a vote at a meeting of the Members will be approved if a majority of the Ownership Interests voted on the matter are voted in favor of the matter.

5.5 Self Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Managers, or has been approved or ratified by the Members if the loan or other transaction involves a Manager. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

6. ADMINISTRATION OF COMPANY BUSINESS

6.1 Management. The Member has the sole right to manage and conduct the Company's business. Actions by the Member relating to the management of the Company may be memorialized in written resolutions signed by the Member, but written resolutions are not required to authorize action by the Member.

6.2 Authority of Member. The Member is the agent of the Company and has authority to bind the Company on all matters. The authority of the Member includes, without limitation, the authority to: (a) sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company; (b) merge the Company with any other entity; (c) amend the articles of organization of the Company or this agreement; (e) change the nature of the business of the Company; or (f) commence a voluntary bankruptcy case for the Company.

6.3 Compensation and Reimbursement. The Member is not entitled to the payment of any salary or other compensation for services provided to the Company. The Member is, however, entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

7. ACCOUNTING AND RECORDS

7.1 Books and Records. The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business. The

books and records are to be available for inspection by the Member at the principal office of the Company

7.2 Separate Accounts. The funds, assets, properties, and accounts of the Company must be maintained separately, and may not be commingled with those of the Member or any other person.

7.3 Fiscal Year. The fiscal year of the Company will be the calendar year.

8. DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company will dissolve upon the earlier of (a) approval of dissolution by the Member or (b) such time as the Company has no members. Neither the death, incompetency or bankruptcy of the Member nor the assignment of the Member's entire membership interest will dissolve the Company.

8.2 Winding Up and Liquidation. Upon the dissolution of the Company, the affairs of the Company must be wound up by the Member. If the affairs of the Company are to be wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must then be promptly liquidated. The proceeds must first be paid to creditors of the Company in satisfaction of all liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to the Member as a creditor. Any remaining proceeds may then be distributed to the Member. Property of the Company may be distributed in kind in the process of winding up and liquidation.

8.3 Negative Capital Account. If the Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

9. INDEMNIFICATION AND LIABILITY LIMITATION

9.1 Indemnification. The Company must indemnify the Member to the fullest extent permissible under the law of the state in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Member, provide indemnification to employees and agents of the Company who are not members. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of the Member, contract, or otherwise.

9.2 Limitation of Liability. The Member is not liable to the Company for monetary damages resulting from the Member's conduct except to the extent that the Act, as it now exists

or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of the Member for actions or omissions prior to the repeal or amendment.

10. MISCELLANEOUS PROVISIONS

10.1 Amendment. The Member may amend or repeal all or part of this agreement by written instrument.

10.2 Governing Law. This agreement will be governed by the law of the state in which the articles of organization of the Company have been filed.

10.3 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

Signature:

[Redacted]

Passport No.: A [Redacted] 6

Nationality: [Redacted]

Address: [Redacted] BUKIT MERTA JAM,
MALAYSIA.

EXHIBIT A

MEMBER

CONTRIBUTION

**MEMBERSHIP
INTEREST (%)**

[REDACTED]

10,000 USD

100.00%