

**OPERATING AGREEMENT
OF
KAGAPIE Investments, LLC**

THIS OPERATING AGREEMENT (the “Operating Agreement”) is entered into by the undersigned (the “Member”), effective as of the February 28, 2025.

The Member desires to form KAGAPIE Investments, LLC, a Colorado limited liability company (the “Company”), under the Colorado Limited Liability Company Act (the “Act”) for the purposes set forth herein, and, accordingly, desires to enter into this Operating Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Operating Agreement, hereby agrees that the limited liability company operating agreement of the Company shall be as follows:

1. Organization. The Member hereby organizes the Company as a single-member Colorado limited liability company pursuant to the provisions of the Act.
2. Purpose; Powers. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Member from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 2. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 2.
3. Capital. The name, address and the initial Capital Contribution of the Member shall be set forth on Schedule A attached hereto. The Member shall have no obligation to make any additional capital contributions to the Company. The Member may make additional contributions of capital to the Company as the Member determines are necessary, appropriate or desirable.
4. Rights, Power and Authority of the Member. The Member shall have the full and exclusive right, power and authority to manage the affairs of the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Member to be necessary, appropriate or desirable to carry out or further the business of the Company.
5. Liability of the Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely

the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

6. Indemnification. The Company shall indemnify the Member and any of the Member's agents, affiliates, successors or assigns (individually, an "Indemnified Party") against any and all judgments, costs, losses, liabilities and damages (including, without limitation, attorneys' fees and expenses) paid or incurred by the Indemnified Party in connection with the activities of the Company or in dealing with third parties on behalf of the Company, to the fullest extent provided or allowed by law.
7. Dissolution and Winding-up of the Company. The Company shall be dissolved upon the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the Act.

IN WITNESS WHEREOF, this Operating Agreement has been made and executed by the Member effective as of the date first written above.

KAGAPIE Investments, LLC,
a Colorado limited liability company

By: Kirsty Greer
Kirsty Greer

SCHEDULE A

**NAME, ADDRESS AND INITIAL
CAPITAL CONTRIBUTION OF THE MEMBER**

Name of Member	Address of Member	Initial Capital Contribution of Member
KIRSTY GREER	4901 Meade Street Denver, CO 80221	\$100