

OPERATING AGREEMENT FOR 1EE LLC

I. PRELIMINARY PROVISIONS

(1) *Effective Date:* This operating agreement of **1EE LLC** effective **December 07, 2021**, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of **Colorado** on **December 07, 2021**. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

Noé López Jr

2821 W 24th Ave Apt 103

Denver, CO 80211

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

To sell the trade secret based intellectual property owned by 1EE LLC (dba Dataloging) which is able to generate random bits and numbers that are undecipherable by any traditional or quantum computer to a larger entity with the resources to use the trade secret for development of TRNGs, encryption and decryption algorithms, and provide real cause-and-effect analyses to other entities.

No other business activities are allowed under this LLC. The sole purpose of the LLC being to sell the trade secret in its entirety to another entity who may then use, manage, and/or license to other parties.

(6) *Duration of LLC:* The duration of this LLC shall be **perpetual or when a purchaser is found and the intellectual property is sold**, at which point this LLC shall terminate.

II. MEMBERSHIP PROVISIONS

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by its member.

(4) *Members' Percentage Interests:* As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(5) *Membership Voting:* As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated..

(6) *Compensation*: Member shall not be paid for performing any duties associated with such membership, including management of the LLC.

(7) *Members' Meetings*: The LLC shall not provide for regular members' meetings. As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(8) *Membership Certificates*: As a sole-member LLC there will be no membership certificates issued. If members are added, this provision will be updated.

(9) *Other Business by Members*: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC*: The members of this LLC intend that this LLC be initially classified as a “**disregarded entity**” for federal and, if applicable, state income tax purposes.

(2) *Tax Year and Accounting Method*: The tax year of this LLC shall be **calendar tax year**. The LLC shall use the **cash basis** method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner*: The sole-member will serve as the "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations.

(4) *Annual Income Tax Returns and Reports*: Wtax filings will be saved by the sole-member using the tax service of the sole-member's choosing. If members join this LLC, this provision will be updated.

(5) *Bank Accounts*: Once the trade secret based intellectual property is sold, all funds will be deposited into the sole-member's account, as the IRS treats this LLC as a “disregarded entity”. If members join this LLC, this provision will be updated.

(6) *Title to Assets*: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members*: Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by **December 07, 2021**. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

NAME & ADDRESS

CONTRIBUTION

% INTEREST IN LLC

<u>NAME & ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
Noé López Jr 2821 W 24 th Ave Apt 103 Denver, C) 80211	Laptop w/Cameras, Speakers, and Microphones - \$1,000.00 Over Ear Noise Canceling Headphones w/Microphone - \$350.00 In Ear Noise Canceling Headphones W/Microphone - \$250 Domain Registration - \$100 Website Hosting - \$400	100%

(2) *Additional Contributions by Members*: As a single-member LLC there is no need for this provision as no further contributions will be required, however if in the future other members are added, this provision will be required and updated.

(3) *Failure to Make Contributions*: As a single-member LLC there is no need for this provision as all contributions required have been made, however if in the future other members are added, this provision will be required and updated.

(4) *No Interest on Capital Contributions*: No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping*: As a single-member LLC this document reflects the member's capital contribution to the LLC. Once the trade secret based intellectual property is sold will documentation in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations be created. As only through the sale of the trade secret intellectual property will there be any transaction to keep records of.

(6) *Consent to Capital Contribution Withdrawals and Distributions*: As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(7) *Allocations of Profits and Losses*: As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(8) *Allocation and Distribution of Cash to Members*: Cash from LLC's trade secret intellectual property sale will be distributed to the sole member the LLC.

(9) *Allocation of Noncash Distributions*: If proceeds consist of property other than cash from LLC's trade secret intellectual property sale, the property will be distributed to the sole member the LLC.

(10) *Allocation and Distribution of Liquidation Proceeds*: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance of the capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members*: As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(2) *Restrictions on the Transfer of Membership*: As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

VI. DISSOLUTION PROVISIONS

(1) *Events That Trigger Dissolution of the LLC*: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member;
- (b) the sale/purchase of the trade secret intellectual property owned by the LLC;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) *Officers:* As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(2) *Records:* The LLC shall keep all records on the laptop provided by the sole-member.

(3) *All Necessary Acts:* The member of this LLC is authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* As a single-member LLC there is no need for this provision, however if in the future other members are added, this provision will be required and updated.

(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement:* This operating agreement represents the entire agreement of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by the sole-member of this LLC as well as any and all additional parties who become members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements of this LLC.

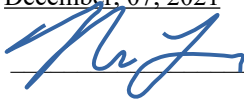
(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: December, 07, 2021

Signature: _____



Printed Name: Noé López Jr, Member