Operating Agreement of WULA LLC

Oct 22, 2026 · @Isa

A New York single-member limited liability company

This Operating Agreement (the "Agreement") of WULA LLC (the "Company") is made by Isa Bako, its sole member (the "Member"), and is effective as of March 12, 2025, the date the Company was formed.

Article 1. Formation

1.1 **Formation.** The Company was formed as a New York limited liability company by filing its Articles of Organization with the New York Department of State on March 12, 2025 (DOS ID 7557608), under the New York Limited Liability Company Law (the "Act").

1.2 **Name.** The Company's name is WULA LLC. The Company may do business under the assumed name PetSkyNook, and under any other name the Member chooses, after filing any certificate the law requires.

1.3 **Purpose.** The Company may carry on any lawful business permitted by the Act, including designing, making, marketing and selling pet products under the PetSkyNook name.

1.4 **Principal office.** The Company's principal office is 353 Lexington Avenue, 4th Floor, Mailbox 595, New York, NY 10016, or any other place the Member chooses.

1.5 **Service of process.** The New York Secretary of State is the Company's agent for service of process, at the address on file with the Department of State.

1.6 **Term.** The Company continues until it is dissolved under Article 7.

Article 2. Membership and Capital

2.1 **Sole member.** Isa Bako is the sole Member of the Company and owns 100% of the membership interests, as listed in Schedule A.

2.2 **Capital contributions.** The Member has contributed $7,200 to the Company through September 30, 2026, by paying Company expenses personally, including organization costs, product design, prototypes, prototype-development travel and patent filing costs. These amounts are recorded as capital contributions, not loans.

2.3 **Additional contributions.** The Member may make additional contributions but is not required to. Contributions earn no interest and are not repaid unless the Member decides to make a distribution.

2.4 **Loans.** The Member may lend money to the Company on terms the Member approves in writing. A loan is not a capital contribution.

2.5 **Certificates.** Membership interests are not represented by certificates unless the Member decides otherwise.

Article 3. Allocations, Distributions and Taxes

3.1 **Allocations.** All profits, losses, income, gains and credits of the Company belong to the Member.

3.2 **Distributions.** The Member decides when and how much to distribute. No distribution may be made if, afterward, the Company could not pay its debts as they come due or its liabilities would exceed its assets, as limited by Section 508 of the Act.

3.3 **Tax classification.** While the Company has one Member, it is treated as a disregarded entity for federal and state income tax purposes, and its income and losses are reported on the Member's tax returns, unless the Member elects otherwise.

3.4 **Revenue share obligations.** Any payments the Company owes to investors under a revenue share or similar financing agreement are Company obligations and are paid before distributions to the Member.

Article 4. Management and Authority

4.1 **Member-managed.** The Company is managed by its Member. The Member has full authority to manage the Company's business and to make all decisions, without needing a meeting or a vote.

4.2 **Titles.** The Member may use the titles Founder and Chief Executive Officer, and may appoint other officers or agents, with the duties and titles the Member assigns. The Member may remove any officer or agent at any time.

4.3 **Authority to sign.** The Member, acting alone, may sign contracts, applications, filings, powers of attorney and other documents for the Company, and they bind the Company. This includes:

- opening and managing bank, payment and merchant accounts;

- filing documents with the New York Department of State, the IRS, the U.S. Patent and Trademark Office and the U.S. Securities and Exchange Commission;
- raising capital, including offerings under Regulation Crowdfunding through a funding portal such as Wefunder, and signing revenue share, investment and related agreements;
- buying, licensing, owning and assigning intellectual property, including patents and trademarks; and
- hiring contractors and entering supplier and manufacturing agreements.

4.4 **Written consent.** Any action the Member takes may be recorded in a signed written consent, which has the same effect as a meeting vote.

4.5 **Other activities.** The Member may take part in other business activities and is not required to offer them to the Company.

Article 5. Limited Liability and Indemnification

5.1 **Limited liability.** The Member is not personally liable for the Company's debts, obligations or liabilities only because of being a Member or managing the Company, as provided in Section 609 of the Act.

5.2 **Separateness.** The Company keeps its own records and, once opened, its own bank accounts, and does not mix its funds with the Member's personal funds.

5.3 **Indemnification.** To the fullest extent the Act allows, the Company will indemnify the Member and any officer against losses, claims and expenses, including reasonable legal fees, arising from acting for the Company in good faith. This does not cover fraud, willful misconduct, gross negligence or a knowing violation of law. Indemnification is paid only from Company assets.

5.4 **Insurance.** The Company may buy insurance, including product liability insurance, to cover the Company, the Member and any officer.

Article 6. Transfers, New Members and Succession

6.1 **Transfers.** The Member may sell, give or otherwise transfer all or part of the membership interest. A person who receives an interest becomes a member when the Member consents in writing and the new member agrees in writing to be bound by this Agreement.

6.2 **New members.** The Company may admit new members only with the Member's written consent. Before any new member is admitted, the Member and the new member should sign an amended operating agreement covering ownership percentages, voting and management.

6.3 **Death or incapacity.** If the Member dies or becomes legally incapacitated, the Company does not dissolve. The Member's interest passes to the Member's estate, heirs or legal representative, who may act as Member, or appoint someone to act, to continue or wind up the business.

6.4 **Successor designation.** The Member may name a person to manage the Company temporarily if the Member is incapacitated, by signing a written designation kept with the Company's records.

Article 7. Dissolution

7.1 **When the Company dissolves.** The Company dissolves only when the Member decides in writing to dissolve it, or when required by the Act or a court order.

7.2 **Winding up.** On dissolution, the Member (or the Member's representative) winds up the Company's affairs and applies its assets in this order:

1. paying creditors, including any amounts owed to investors under revenue share or other financing agreements;
2. setting aside reasonable reserves for unknown or future liabilities; and
3. distributing what remains to the Member.

7.3 **Articles of dissolution.** When winding up is complete, the Member files articles of dissolution with the New York Department of State.

Article 8. General Provisions

8.1 **Records.** The Company keeps at its principal office the records required by Section 1102 of the Act, including a copy of the Articles of Organization, this Agreement and any amendments, tax returns, and financial statements.

8.2 **Fiscal year.** The Company's fiscal year ends December 31.

8.3 **Governing law.** This Agreement is governed by the laws of the State of New York.

8.4 **Amendments.** This Agreement may be amended only in a writing signed by the Member.

8.5 **Entire agreement.** This Agreement is the complete agreement about the Company's affairs and replaces any earlier understanding.

8.6 **Severability.** If any part of this Agreement is found invalid, the rest stays in effect.

8.7 **Adoption.** The Member adopts this Agreement in writing on the date signed below, effective as of March 12, 2025, and confirms all actions taken for the Company since that date.

Signature

The undersigned, being the sole Member of WULA LLC, adopts this Operating Agreement.

Member:

Signature: BakoisaDanasabe_____

Name: Isa Bako

Title: Sole Member, Founder and Chief Executive Officer

Date: _____10/22/2026_____

Schedule A. Member

Member	Address	Capital contributions through September 30, 2026	Membership interest
Isa Bako	353 Lexington Avenue, 4th Floor, Mailbox 595, New York, NY 10016	$7,200	100%