OPERATING AGREEMENT OF INNDIRECTLY, LLC

A Washington Limited Liability Company

This Operating Agreement (this "Agreement") of **Inndirectly, LLC** (the "Company") is entered into and made effective as of **September 1, 2026**, by and among **Carrie Nilsen** and **David Nilsen** as initial members, and any other person who becomes a member in accordance with this Agreement.

1. FORMATION & PURPOSE

- **1.1 Formation:** The Company was formed as a Washington limited liability company by filing Articles of Organization with the Washington Secretary of State.
- **1.2 Principal Office:** The principal place of business shall be determined by the Managers from time to time.
- **1.3 Purpose:** The purpose of the Company is to engage in any lawful business permitted under Washington law.

2. CLASSES OF MEMBERSHIP UNITS

The equity interests of the Company are divided into two distinct classes of Units:

- **Class A Voting Units:** Possess 100% of the voting, management, and decision-making power of the Company. Class A Units are held exclusively by Carrie Nilsen and David Nilsen.
- **Class B Non-Voting Units:** Carry economic rights (rights to profits, losses, and distributions) but **zero voting, management, or administrative rights**, except where strictly required by non-waivable Washington state law.

3. MEMBERSHIP & INITIAL CAPITALIZATION

As of September 1, 2026, the ownership and Unit breakdown of the Company is established as follows:

Member Name	Unit Class	Intended Ownership %	Voting Power
Carrie Nilsen	Class A Voting	45.00%	50.00%
David Nilsen	Class A Voting	45.00%	50.00%

Roy Russell	Class B Non-Voting	10.00% *(Subject to vesting)*	0.00%

Roy Russell is admitted as a Class B Non-Voting Member pursuant to the terms, vesting schedule, and forfeiture provisions of his Development Partner Membership Interest & Services Agreement.

4. MANAGEMENT & GOVERNANCE

- **4.1 Managers:** The Company shall be Manager-managed. The initial Managers are **Carrie Nilsen** and **David Nilsen**.
- **4.2 Authority:** The Managers have full and exclusive authority to manage, direct, and control the business and affairs of the Company, enter into contracts, open bank accounts, incur debt, and make all operational decisions.
- **4.3 Voting:** All decisions requiring a vote of the Members shall be decided solely by a majority vote of the **Class A Voting Units**. Class B Members have no right to vote on any matter, including corporate transactions, amendments, or dissolution, unless mandated by non-waivable statute.

5. DISTRIBUTIONS & TAXES

- **5.1 Tax Classification:** The Company is intended to be treated as a **Partnership** for federal tax purposes.
- **5.2 Distributions:** Available cash shall be distributed to Members in proportion to their vested ownership percentages at times determined by the Managers.

6. TRANSFERS & RESTRICTIONS

No Member may sell, transfer, pledge, or assign any Units without the prior written consent of the Managers, subject to any Right of First Refusal or restrictions set forth in individual service/member agreements.

7. SIGNATURES

IN WITNESS WHEREOF, the undersigned initial Members and Managers have executed this Operating Agreement as of **September 1, 2026**.

MANAGERS & CLASS A MEMBERS:

Carrie Nilsen, Manager & Member

David Nilsen, Manager & Member

13.5 Amendments

Any amendment to this Agreement must be in writing and signed by the Company, Developer, and any other Party whose rights are materially affected by the amendment.

13.6 Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing by the Party entitled to the benefit of the provision.

13.7 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law, and the Parties shall work in good faith to replace the invalid or unenforceable provision with a valid provision that most closely reflects the original intent.

13.8 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one agreement.

Electronic signatures shall be treated as originals to the extent permitted by applicable law.

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14. SIGNATURES

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

COMPANY

INNDIRECTLY, LLC
A Washington limited liability company

By: Carrie Nilsen

Carrie Nilsen

Title/Capacity: Founder

Date: 8/24/2026

CURRENT MEMBER

Carrie Nilsen

Signature: _____

Date: 8/24/2026

CURRENT MEMBER

David Nilsen

Signature: _____

Date: 8/24/2026

DEVELOPER / MEMBER

Roy Russell

Signature: _____

Date: 08/24/2026

EXHIBIT A — INITIAL OWNERSHIP LEDGER

Effective Date: September 1, 2026

Member	Intended Ownership	Vested at Effective Date	Unvested