

Sorta Strange Productions

Operating Agreement

This OPERATING AGREEMENT (the “Operating Agreement” or “Agreement”) is entered into on the date Sorta Strange Productions is registered as an LLC with Washington State. The Agreement is entered between Tayler James Porter and Matthew Joseph Gier (each a “Member” and collectively referred to as the “Members”). Each Member hereby agrees to the following terms and conditions:

Section I

Limited Liability Company Information

- 1. Limited Liability Company Name.** The Limited Liability Company (hereafter “LLC”) will be known as Sorta Strange Productions, SSP, or Sorta Strange Productions, LLC (the “Company”).
- 2. Term.** The Company will begin operation as an LLC on the date the State of Washington recognizes the Company as an LLC and not a Partnership. Its term will continue until the Members so choose to dissolve it or until it is otherwise forced to terminate by law. The Members agree to dissolve the Company only as provided herein.
- 3. Business Purpose.** The Company’s primary business purpose is to engage in any or all lawful business activities for which LLCs may be organized under Missouri law, including, without limitations, the activities defined in the Business Model Document (the “BMD”). The Company may also do all other lawful things to further its business purpose and conduct any other type of lawful business activity that the Members agree on.

Section II

Ownership

- 1. Initial Capital.** The Members are not required to deposit an initial contribution of capital in the Company when this Agreement goes into effect.
- 2. Ownership Interests.** The Company’s ownership interest will be divided into one hundred units. Tayler James Porter will have fifty-one units and Matthew Joseph Gier will have forty-nine units.

3. **Designated Agents.** If Tayler James Porter is not available or is unable to vote or make business decisions regarding the Company, Shanna Wilson will act as Tayler James Porter's agent. If Matthew Joseph Gier is not available or is unable to vote or make business decisions regarding the Company, Jaimee Gier will act as Matthew Joseph Gier's agent.
4. **Change of Membership.** If a Member wishes to sell some or all of their units in the Company a majority of the Members must approve the sale, to include the purchaser.

Section III Board of Directors

1. **Board of Directors.** The Company will have a Board of Directors who will hold multiple responsibilities within the Company. The Board of Directors will consist of the Members and any additional persons the Operating Agreement, Business Model, or Members may prescribe (each a "Director" and collectively referred to as the "Directors").
2. **Quorum Requirement.** There must be at least half of the Directors present to have a quorum. In addition to physical presence, Directors are considered present if they are present via a voice or video call, are represented by an agent, have submitted unambiguous written intentions, or by other similar means. Voting, meetings, or other official proceedings of the Board of Directors cannot occur without a quorum.
3. **Meetings.** The Board of Directors will have a meeting at least once a quarter. These meetings will at a minimum discuss the current state of the Company, but may discuss any topics relating to the operation of the company. These topics may include, but are not limited to, current operations, current financials, current management, or amending, modifying, or adding to this Operating Agreement or any other company policy.
4. **Voting.** Unless otherwise noted herein, all decisions concerning the Company require a simple majority vote by the Directors. All Directors have equal voting power in the Board of Directors. If a Director is not available to vote on a matter in person, that Director may cast their vote through an agent, by mail, or by other similar means.
5. **Time and Ability.** Each Director agrees to devote to the Company so much of their time as is reasonably necessary for carrying out the Company's business and to use the utmost of their skills and abilities to further the Company's goals.

- 6. Appointment of Managers.** It is a responsibility of the Board of Directors to appoint persons to certain management positions within the Company (each a “Manager” or “Officer” and collectively referred to as the “Managers” or “Officers”). One person may hold multiple of these management positions. These management positions are a Chief Executive Officer (the “CEO”), a Chief Technology Officer (the “CTO”), and a Chief Marketing Officer (the “CMO”). The Board of Directors must vote to appoint new persons to, or confirm the existing persons in, these management positions every year in one of the First Quarter Board of Directors meetings. Outside of said meeting, the Board of Directors may only appoint a person to any vacant management positions.
- 7. Removing of Managers.** If the Board of Directors finds it necessary to remove an Officer from their position, the Directors require a unanimous vote.
- 8. Amending Documents.** It is a responsibility of the Board of Directors to consider amendments, modifications, or additions to this Operating Agreement, the BMD, or other company policies. Amendments to the Operating Agreement and the BMD must be approved by a vote by the Board of Directors. Officers have the authority to create or amend company policies that pertain to their responsibilities in that management position, however the policy must then be approved by a vote by the Board of Directors.
- 9. Financial Restrictions.** It is a responsibility of the Board of Directors to consider any request or attempt to use over \$300 of capital, revenue, or other funds of the Company by any Member, Director, Officer, employee, agent, trustee, or another affiliated party of the Company, or combination of those parties. Any transaction, transfer, or similar action meeting this criteria must be approved by a vote by the Board of Directors prior to completion or execution of the action. Any transaction, transfer, or similar action meeting this criteria that is not intended for the furtherance of the Company or its Business Purpose will be denied by the Board of Directors.
- 10. Company Property.** Legal title to any Company property, whether real or personal, may be held in the name of the Company or in such other name as the Directors determine by vote. If the Directors so vote, Company property may be held in their own names or in the names of Company Members, Directors, Officers, employees, agents, or trustees; however, holding property in this manner will be for convenience only and any such property will continue to be treated as Company property by those in possession in all respects.

Section IV Management

- 1. The CEO.** The CEO is responsible for managing the daily business and operations of the Company. This will include, but not be limited to, legal, HR, finance, and overall execution of the BMD.
- 2. The CTO.** The CTO is responsible for the managing and maintaining of all information technology (herein “IT”) systems associated with the Company. These IT systems include, but are not limited to, the Company website, servers, computers, and phones. The CTO may also be assigned additional duties or responsibilities at the direction of the CEO.
- 3. The CMO.** The CMO is responsible for the planning, implementing, monitoring, managing and daily operation of the Company’s marketing and marketing strategies. This includes, but is not limited to, the management of social media, public relations, communications, and overall branding of the Company. The CMO may also be assigned additional duties or responsibilities at the direction of the CEO.

Section V Board of Advisors

- 1. Board of Advisors.** The Company will have a Board of Advisors who will hold some responsibilities within the Company. The Board of Advisors will consist of persons the Operating Agreement, Business Model, or Members may prescribe (each an “Advisor” and collectively referred to as the “Advisors”). Advisors will be unpaid independent contractors of the Company.
- 2. Quorum Requirement.** There must be at least two thirds of the Advisors present to have a quorum. In addition to physical presence, Advisors are considered present if they are present via a voice or video call, are represented by an agent, have submitted unambiguous written intentions, or by other similar means. Voting, meetings, or other official proceedings of the Board of Advisors cannot occur without a quorum.
- 3. Meetings.** The Board of Advisors will have a meeting at least once every July. These meetings will at a minimum discuss the current state of the Company, and determine if amendments, modifications, or additions to this Operating Agreement, the BMD, or any other company policy should be made for the betterment of the Company.

4. **Voting.** Unless otherwise noted herein, all decisions concerning the Company require a simple majority vote by the Advisors. All Advisors have equal voting power in the Board of Advisors. If an Advisor is not available to vote on a matter in person, that Advisor may cast their vote through an agent, by mail, or by other similar means.
5. **Amending Documents.** It is a responsibility of the Board of Advisors to propose amendments, modifications, or additions to this Operating Agreement, the BMD, or other company policies. Proposed amendments to said documents must be approved by a vote by the Board of Advisors. If a proposed amendment was approved by a simple majority vote of the Board of Advisors, the proposed amendment will then be forwarded to the CEO of the Company. The CEO then has the authority to approve or deny the proposed amendment. If the CEO approves the proposed amendment, the proposed amendment is then sent to the Board of Directors. If the CEO denies the proposed amendment, the proposed amendment is sent back to the Board of Advisors. The Board of Advisors may then vote again. If a proposed amendment was approved by a two thirds majority vote of the Board of Advisors, the proposed amendment will then be forwarded to the Board of Directors. The Board of Directors has the final authority to approve or deny the proposed amendment. If the Board of Directors approve the proposed amendment, the amendment takes effect immediately. If the Board of Directors denies the proposed amendment, the proposed amendment is sent back to the Board of Advisors and the process repeats.

Section VI Profits and Losses

1. **Profits and Losses.** The distribution of net profits will generally be regulated by the BMD; however, if the BMD does not specify any specific case or source, net profits from that case or source will be evenly divided between the Members and the Company's holdings. Any losses will be paid by the Company's holdings, and if unavailable, will be paid equally by the Members.
2. **Wages.** The amount of any Member's wages will be determined by a vote by the Members.

Section VII Accounting

1. **Banking.** The Members will deposit all capital contributions, revenue, and other funds of the Company into any one or multiple banking institutions as the Members so designate by vote. Each Member has the authority to sign checks from any Company bank account, but are subject to the Financial Restrictions.

2. **Accounting Records; Fiscal Year.** Adequate accounting records will be created and maintained for the Company and all Company accounts. Accounting records and books will be kept on an accrual basis and the fiscal year will end on the last day of December. Company books will include records of income, expenses, assets, and liabilities and will be kept accurate, complete, and open to inspection by any Member at all times.
3. **Taxes; Tax Matters Officer.** Each Member is responsible for paying his or her own taxes or distribution received. The CEO is designated as the tax matters Officer for representing the Company before the Internal Revenue Service.

Section VIII Dissolution and Winding Up

1. **Assumption of Obligations.** Upon the departure of any Member, the remaining Members, including any new Member, will assume the departing Member's obligations and hold the departing Member free and harmless from liability for all Company activities undertaken by the Members from that date forward. The remaining Members, at their sole expense, will cause to be prepared any notices or other documentation necessary to protect the departing Member from liability for any future obligations of the Company.
2. **Winding Up.** Upon dissolution or termination of the Company by unanimous consent of the Members or otherwise, the affairs of the Company will be finalized, the assets of the Company will be promptly liquidated, all debts will be paid, and any remaining funds will be distributed according to the ratios specified herein.

Section IX Miscellaneous

1. **Governing Law.** The Company and this Agreement will be Governed by the Laws of the State of Missouri exclusively and without reference to principles of conflict of laws.
2. **Dispute Resolution.** The Members acknowledge and agree that they will first attempt to resolve any dispute resulting from or arising out of this Agreement through friendly consultation between one another. If friendly consultation fails to resolve the dispute, the Members agree to submit the dispute to mediation conducted in accordance with the commercial mediation procedures of the American Arbitration Association. The parties agree to share equally in the costs of the mediation.

- 3. Notices.** All notices between the Members will be in writing and may be served by personal delivery, fax, email, or certified United States Mail, return receipt requested. All notices will be effective upon receipt by the Member(s) or upon the fifth day following the notice being mailed, whichever occurs first.
- 4. Construction.** In this Agreement, the masculine, feminine, and neuter genders will be interpreted to include each other, as will the singular and plural. Headings used herein are for convenience only and will not be interpreted to give any meaning to their respective provisions.
- 5. Severability.** The Members have attempted to limit provisions herein so that they apply only to the extent necessary to protect their legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement; however, the remaining provisions shall continue to be valid and enforceable according to the intentions of the Members. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 6. Entire Agreement.** This Agreement, including any attachments, exhibits, and amendments hereto, represents the entire and singular agreement between the Members pertaining to the Company, and any prior agreements, promises, or representations not included herein are void and of no effect.

Taylor James Porter
Member

Date

Matthew Joseph Gier
Member

Date

Witness 1

Date

Witness 2

Date