

# OPERATING AGREEMENT OF MUSCLE-FIT DYNAMIC LLC

## A DELAWARE LIMITED LIABILITY COMPANY

This Operating Agreement (the “Agreement”) is made and entered into as of the date set forth below, by and among the Members of Muscle-Fit Dynamic LLC, a Delaware limited liability company (the “Company”).

## ARTICLE I FORMATION AND PURPOSE

**1.0 Formation.** The Company is a limited liability company organized under the laws of the State of Delaware pursuant to the Delaware Limited Liability Company Act.

**1.1 Name.** The name of the Company is Muscle-Fit Dynamic LLC.

**1.2 Registered Office and Agent.** The Company’s registered office and registered agent in the State of Delaware are as stated in the Company’s Certificate of Formation, as amended.

**1.3 Purpose.** The Company may engage in any lawful business activity for which limited liability companies may be organized under the laws of the State of Delaware.

**1.4 Term.** The Company shall continue in existence perpetually unless dissolved in accordance with this Agreement and applicable law.

# ARTICLE II

## DEFINITIONS

**2.0 Agreement.** This Operating Agreement, as amended from time to time.

**2.1 Member.** Any person holding Membership Units.

**2.2 Units.** Membership Units representing ownership interests in the Company.

**2.3 Manager.** The individual designated to manage the Company.

**2.4 Capital Account.** The account maintained for each Member in accordance with applicable tax regulations.

**2.5 Distributable Cash.** Cash available for distribution to Members as determined by the Manager.

# ARTICLE III

## MEMBERSHIP UNITS

**3.0 Authorized Units.** The Company is authorized to issue up to 1,000,000 (One Million) Membership Units (the “Units”).

**3.1 Nature of Units.** The Units represent ownership interests in the Company and entitle the holders to the rights and obligations set forth in this Agreement.

**3.2 Issuance of Units.** Units shall be issued only in exchange for capital contributions in accordance with this Agreement and any duly executed subscription agreement.

**3.3 Transfer of Units.** No Member may transfer all or any portion of its Units without the prior written consent of the Manager, which consent may be granted or withheld in the sole and absolute discretion of the Manager.

**3.4 Certificate Issuance and Evidence of Ownership.** Certificate Issuance and Evidence of Ownership. Membership Units shall be issued by the Company to Members in exchange for capital contributions, at a value determined by the Manager. Ownership of such Membership Units shall be recorded in the Company’s books and records. The Company shall provide each Member with evidence of their Membership Units in physical certificate form (on security paper) and in digital / electronic record form.

# ARTICLE IV

## CAPITAL CONTRIBUTIONS

**4.0 Initial Contributions.** Each Member shall make the initial capital contribution set forth in such Member's subscription agreement.

**4.1 Additional Contributions.** No Member shall be required to make any additional contribution to the Company unless approved by the Manager.

**4.2 Capital Accounts.** The Company shall maintain Capital Accounts for each Member in accordance with applicable federal tax regulations.

**4.3 No Personal Liability.** No Member shall be personally liable for the debts, liabilities, or obligations of the Company solely by reason of being a Member, except as otherwise provided by law.

# ARTICLE V

## ALLOCATIONS AND DISTRIBUTIONS

**5.0 Allocations.** Profits, losses, gains, deductions, and credits shall be allocated to the Members in proportion to their percentage interests as set forth in Exhibit A or as otherwise determined by the Manager in accordance with applicable tax law.

**5.1 Distributions – General.** Distributions shall be made as determined by the Manager, subject to the provisions of this Agreement.

**5.2 Reinvestment (Retained Earnings).** The Manager may retain and reinvest profits as necessary for growth, operations, and scaling of the Company. No Member shall have a right to distributions unless declared by the Manager.

**5.3 Manager Participation.** The Manager shall participate in distributions concurrently with all other Members and shall not be excluded from distributions due to any preferred return obligations owed to any Member.

# ARTICLE VI

## DISTRIBUTIONS & PREFERRED RETURN

**6.0 Preferred Return (Major Investor).** Any Member designated as a Major Investor shall receive a cumulative preferred return of eight percent (8%) per annum on such Member's invested capital.

**6.1 Accrual of Preferred Return.** Any unpaid preferred return shall accrue and be carried forward and paid from future distributions.

**6.2 Distribution Waterfall.** Distributions shall be made in the following order:

- (a) First: payment of accrued and current preferred return to the Major Investor(s);
- (b) Second: the remaining amounts shall be distributed pro-rata to all Members (including the Manager) in accordance with their percentage interests.

**6.3 Distributable Cash Determination.** "Distributable Cash" shall be determined based on the Company's financial condition, cash flow, and reasonable working capital and reinvestment needs, as reflected in the Company's books and records.

# ARTICLE VII

## MANAGEMENT

**7.0 Management.** The Company shall be managed by Robert Norman, who shall serve as the Manager.

**7.1 Authority.** The Manager shall have sole and final authority to manage and control the business and affairs of the Company.

**7.2 Powers.** The Manager shall have all powers necessary or convenient to carry out the Company's business, including entering into contracts, incurring indebtedness, acquiring or disposing of property, and hiring employees.

**7.3 Compensation.** The Manager's compensation (including salary, bonuses, or other compensation) shall be determined by the Manager in his sole discretion and may be increased, decreased, or replaced with distributions based on company performance.

# ARTICLE VIII

## VOTING RIGHTS

8.0 Voting Rights. Members shall have voting rights proportional to their Membership Units; however, all such votes shall be advisory only unless otherwise required by law. The Manager shall have final authority over all decisions of the Company.

8.1 No Removal. No Manager may be removed except for Cause as defined in this Agreement or by written consent of the Manager.

# ARTICLE IX

## TRANSFER RESTRICTIONS

**9.0 Restrictions on Transfer.** No Member may sell, assign, transfer, pledge, or otherwise dispose of any Units without the prior written consent of the Manager.

**9.1 Right of First Refusal.** The Company shall have a right of first refusal to purchase any Units proposed to be transferred on the same terms and conditions.

**9.2 Compliance with Law.** Any transfer of Units shall be made in compliance with applicable securities laws and this Agreement.

# ARTICLE X

## RECORDS AND REPORTS

**10.0 Books and Records.** The Company shall maintain accurate books and records of its accounts, Members, and business affairs.

**10.1 Reports.** The Company shall provide to Members all reports and information required by applicable law. In addition, the Company may provide such additional reports and information as the Manager deems appropriate.

**10.2 Inspection Rights.** The Major Investor shall be entitled to reasonable access to the Company's books and records for inspection during normal business hours upon reasonable notice.

# ARTICLE XI

## DISSOLUTION AND TERMINATION

**11.0 Dissolution.** The Company may be dissolved at any time upon the written consent of the Manager or as otherwise provided in this Agreement.

**11.1 Winding Up.** Upon dissolution, the Company shall wind up its affairs, pay or provide for the payment of its liabilities and obligations, and distribute any remaining assets in accordance with this Agreement.

**11.2 Survival.** The provisions of this Agreement that by their nature should survive dissolution shall survive.

## ARTICLE XII

# MISCELLANEOUS

**12.0 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**12.1 Arbitration.** Any dispute arising under this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**12.2 Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements.

**12.3 Amendments.** This Agreement may be amended only by a written instrument signed by the Manager.

**12.4 Severability.** If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

# ARTICLE XIII

## EXECUTION

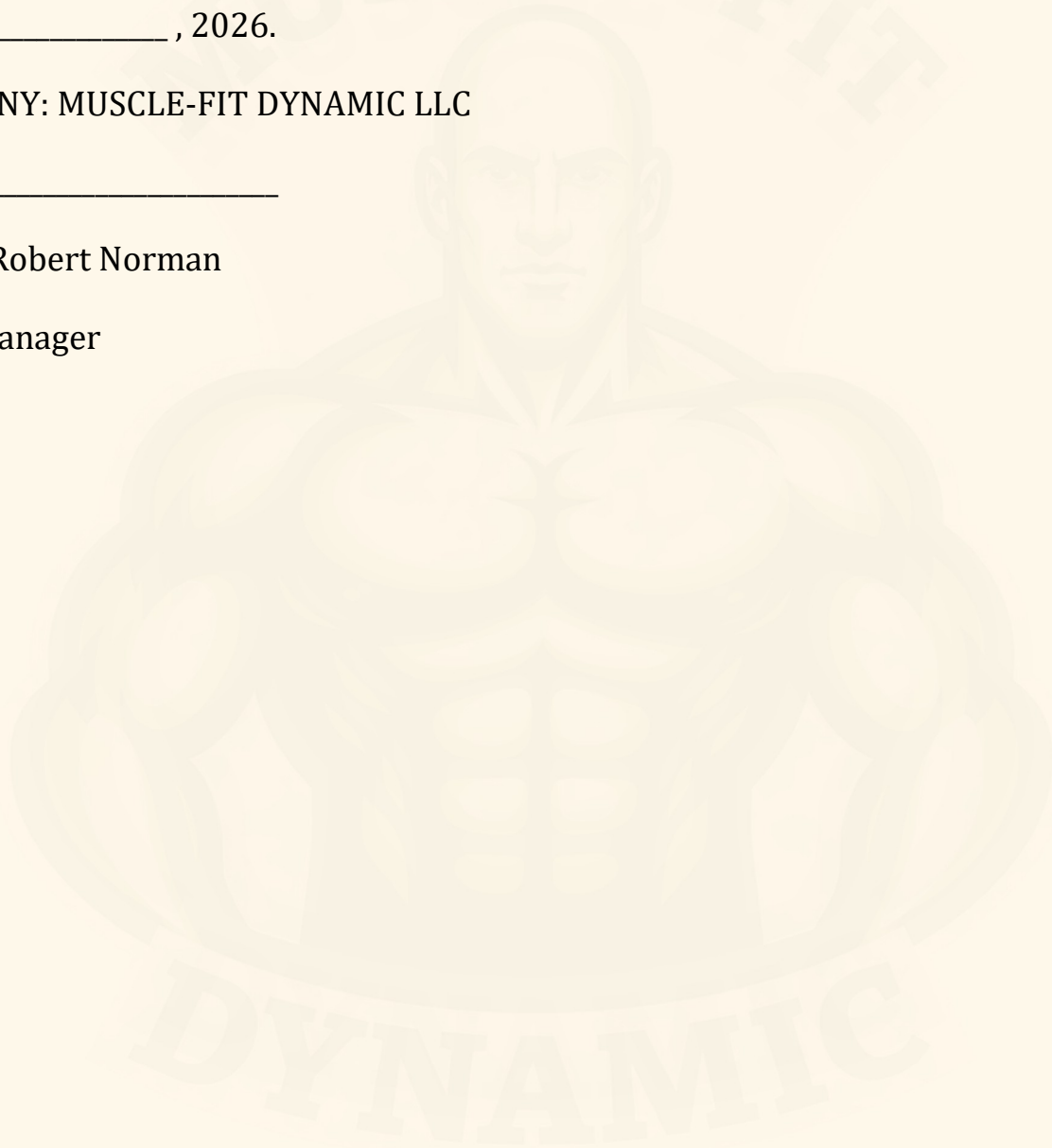
IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of \_\_\_\_\_, 2026.

COMPANY: MUSCLE-FIT DYNAMIC LLC

By: \_\_\_\_\_

Name: Robert Norman

Title: Manager



# **EXHIBIT A**

## **INITIAL MEMBER**

Name: Robert Norman

Address: On file with the Company

Membership Units: 1,000,000

Percentage Interest: 100%

All additional Members and their respective Membership Units and Percentage Interests shall be recorded in the Company's books and records, as maintained by the Manager.

# **EXHIBIT B**

## **INITIAL CONTRIBUTION**

The Initial Member has made such capital contributions to the Company as determined by the Manager and recorded in the Company's books and records.