

OPERATING AGREEMENT OF SPRINGFIELD CONSULTING LLC

This Operating Agreement (the "Agreement") is made effective as of January 1, 2026, by and among the Members of Springfield Consulting LLC.

- 1. MEMBERSHIP STRUCTURE. The Company shall be member-managed. Each Member shall have one vote per percentage interest.
- 2. CAPITAL CONTRIBUTIONS. The initial capital contribution of each Member is 0,000. Additional capital calls may be made from time to time.
- 3. ALLOCATIONS. Profits and losses shall be allocated in proportion to each Member's percentage interest, in accordance with the terms of this Agreement.
- 4. VOTING RIGHTS. Ordinary decisions require majority vote. Extraordinary decisions, including merger, sale of substantial assets, or dissolution, require unanimous consent.
- 5. TRANSFER RESTRICTIONS. No Member may transfer their membership interest without the prior written consent of the other Members.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.