

# Operating Agreement of Clavitor LLC

## A Florida Limited Liability Company

This Operating Agreement (this "Agreement") of Clavitor LLC (the "Company") is entered into and effective as of May 6, 2026, by Johan Jongsma, the sole member of the Company (the "Member").

The Company was formed by the filing of Articles of Organization with the Florida Department of State on April 1, 2026, document number L26000186565.

## Article I — Formation

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**1.1 Name.** The name of the Company is Clavitor LLC.

**1.2 Formation.** The Company was organized as a Florida limited liability company on April 1, 2026, pursuant to Chapter 605 of the Florida Statutes (the Florida Revised Limited Liability Company Act, the "Act").

**1.3 Principal Office.** The principal office of the Company is 851 Brightwaters Blvd NE, St Petersburg, FL 33704, or such other location as the Member may designate from time to time.

**1.4 Registered Agent.** The registered agent of the Company in the State of Florida is Johan Jongsma, 851 Brightwaters Blvd NE, St Petersburg, FL 33704.

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

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

## Article II — Member

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**2.1 Sole Member.** Johan Jongsma is the sole Member of the Company and holds one hundred percent (100%) of the membership interests in the Company.

### 2.2 Member Information.

| Member        | Address   | Membership Interest |
|---------------|---|---------------------|
| Johan Jongsma | 851 Brightwaters Blvd NE, St Petersburg, FL 33704 | 100%                |

**2.3 Admission of Additional Members.** Additional Members may be admitted only with the written consent of the existing Member, upon which this Agreement shall be amended to reflect the new ownership and governance structure.

**2.4 Successor Manager and Member.** In the event of the death, incapacity, or other inability of the sole Member to manage the Company, Tatyana M. Jongsma, of 851 Brightwaters Blvd NE, St Petersburg, FL 33704, shall automatically be appointed as the Successor Manager of the Company. The Successor Manager shall have full authority to manage the Company's affairs, continue or wind up its business, and transfer the Member's interest to the Member's legal heirs or devisees in accordance with the Member's last will and testament or applicable Florida law of intestate succession. This provision is intended to permit the Company to continue operating without interruption and to avoid the freezing of Company bank accounts pending probate.

## Article III — Capital Contributions

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**3.1 Initial Capital Contribution.** The Member made an initial capital contribution to the Company in the amount of Five Hundred United States Dollars (\$500.00), deposited in cash into the Company's bank account on May 6, 2026, as set forth on Schedule A attached hereto. The Company shall maintain a record of all capital contributions.

**3.2 Additional Contributions.** The Member is not required to make additional capital contributions but may do so at any time at the Member's sole discretion.

**3.3 No Interest.** No interest shall accrue on any capital contribution made by the Member to the Company.

**3.4 No Withdrawal of Capital.** The Member shall not be entitled to withdraw any part of the Member's capital contribution except as expressly provided in this Agreement or as agreed by the Member.

## Article IV — Distributions and Allocations

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**4.1 Distributions.** Distributions of cash or other assets of the Company shall be made to the Member at such times and in such amounts as the Member determines, subject to the requirements of applicable law.

**4.2 Allocation of Profits and Losses.** All profits, losses, deductions, and credits of the Company shall be allocated entirely to the sole Member.

**4.3 Tax Treatment.** The Company shall be treated as a disregarded entity for U.S. federal income tax purposes, unless and until the Member elects otherwise. All items of income, gain, loss, deduction, and credit of the Company shall be reported on the Member's personal income tax return for so long as the Company has a single Member.

## Article V — Management

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**5.1 Manager-Managed.** The Company is manager-managed, as reflected in the Articles of Organization.

**5.2 Manager.** Johan Jongsma is designated as the sole Manager of the Company.

**5.3 Authority of the Manager.** The Manager has full, exclusive, and complete authority and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts customary or incident to the management of the Company's business, including without limitation:

- (a) entering into, executing, and delivering contracts, agreements, and other instruments on behalf of the Company;
- (b) opening, maintaining, and closing bank, brokerage, and other financial accounts in the name of the Company;
- (c) acquiring, holding, leasing, mortgaging, and disposing of real and personal property of the Company;
- (d) borrowing money and incurring indebtedness on behalf of the Company;
- (e) hiring and terminating employees, agents, contractors, and professional advisors;
- (f) commencing, defending, and settling litigation; and
- (g) taking any other action the Manager deems necessary or appropriate to carry out the purposes of the Company.

**5.4 Officers.** The Manager may, but is not required to, appoint officers of the Company and delegate authority to them as the Manager deems appropriate. Officers serve at the pleasure of the Manager.

**5.5 Compensation.** The Manager and any officers shall be entitled to such compensation, reimbursement of expenses, and other benefits as the Member determines.

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## Article VI — Limitation of Liability and Indemnification

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**6.1 Limited Liability.** Except as otherwise required by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company. The Member and the Manager shall not be personally liable for any debt, obligation, or liability of the Company solely by reason of being a Member or Manager of the Company.

**6.2 Indemnification.** The Company shall indemnify and hold harmless the Member, the Manager, and any officer of the Company to the fullest extent permitted by Florida law against all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Company's business or the performance of such person's duties, except to the extent caused by such person's fraud, willful misconduct, or knowing violation of law.

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## Article VII — Books, Records, and Accounting

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**7.1 Books and Records.** The Company shall maintain complete and accurate books and records of its business and affairs at the Company's principal office, including all records required to be kept under the Act.

**7.2 Fiscal Year.** The fiscal year of the Company shall be the calendar year, unless changed by the Member.

**7.3 Bank Accounts.** All funds of the Company shall be deposited in one or more accounts in the Company's name at financial institutions selected by the Manager. Company funds shall not be commingled with the personal funds of the Member or any other person.

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## Article VIII — Transfer of Membership Interest

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**8.1 Transfer by Sole Member.** For so long as Johan Jongsma is the sole Member of the Company, the Member may transfer, assign, or pledge all or any portion of the Member's membership interest at any time, in the Member's sole discretion.

**8.2 Effect of Transfer.** A transferee of the entire membership interest shall be admitted as a Member of the Company upon the transfer and shall succeed to all rights and obligations of the transferring Member under this Agreement.

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## Article IX — Dissolution

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**9.1 Events of Dissolution.** The Company shall be dissolved upon the first to occur of:

- (a) the written election of the Member to dissolve the Company;
- (b) the entry of a decree of judicial dissolution under the Act; or
- (c) any other event causing dissolution under the Act that the Member does not elect to override.

**9.2 Winding Up.** Upon dissolution, the Company's affairs shall be wound up in accordance with the Act. The Company's assets shall be distributed in the following order:

- (a) to creditors, including the Member if the Member is a creditor, in satisfaction of liabilities of the Company; and
- (b) the balance, if any, to the Member.

**9.3 Articles of Dissolution.** Upon completion of winding up, Articles of Dissolution shall be filed with the Florida Department of State.

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## Article X – General Provisions

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**10.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

**10.2 Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the affairs of the Company and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof.

**10.3 Amendment.** This Agreement may be amended only by a written instrument signed by the Member.

**10.4 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**10.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Member and the Member's heirs, executors, administrators, successors, and assigns.

**10.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**10.7 Headings.** Headings are for convenience only and shall not affect the interpretation of this Agreement.

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## Signature

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IN WITNESS WHEREOF, the undersigned, being the sole Member of Clavitor LLC, has executed this Operating Agreement effective as of May 6, 2026.

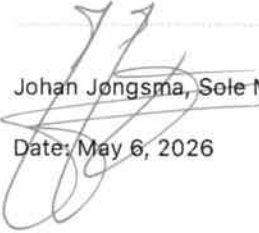
**SOLE MEMBER AND MANAGER:**



Johan Jongsma  
Date: May 6, 2026

## Schedule A – Initial Capital Contributions

| Member        | Form of Contribution                           | Amount / Value | Date Contributed | Membership Interest |
|---------------|--|----------------|------------------|---------------------|
| Johan Jongsma | Cash (deposited in the Company's bank account) | \$500.00 USD   | May 6, 2026      | 100%                |

  
Johan Jongsma, Sole Member

Date: May 6, 2026