ABDEEZ LLC

ARTICLES OF ORGANIZATION & OPERATING AGREEMENT

(**State of Delaware**)

I. ORGANIZATIONAL RESOLUTIONS (IN LIEU OF ORGANIZATIONAL MEETING)

FOR: ABDEEZ LLC

DATE: September 8, 2020

We, Harvard Business Services, Inc., the Authorized Person of ABDEEZ LLC, a Delaware Limited Liability Company, hereby adopt the following resolutions:

Resolved:

That the Certificate of Formation of ABDEEZ LLC was duly filed with the Secretary of State of Delaware on September 8, 2020.

That on September 8, 2020, the following individuals were appointed as the initial Members of the Limited Liability Company, to serve until their successors are elected and qualified:

Carter Adam Mandrik

Surkhel Yousafzai

Muhammad Umar Khan

That the undersigned signatory, Harvard Business Services, Inc., hereby resigns as the authorized person of ABDEEZ LLC, effective immediately.

This resolution shall be placed in the Minute Book of the Company.

Harvard Business Services, Inc. — Authorized Person

By: Michael J. Bell, President

Note: This document is not part of the public record. Keep it in a safe place.

II. ABDEEZ LLC OPERATING AGREEMENT (PARTNERSHIP AGREEMENT)

This Operating Agreement (the "Agreement") is entered into as of September 8, 2020 (the "Effective Date") by and among the following Members (together, the "Members"):

Carter Mandrik

Muhammad Umar Khan

Surkhel Yousafzai

The Members agree as follows:

1. NAME & ADDRESS

1.1 The name of the LLC is ABDEEZ LLC.

1.2 The principal business address is 16192 Coastal Highway, Lewes, Delaware 19958, Sussex County.

2. FORMATION & PURPOSE OF THE COMPANY

2.1 The Members hereby form a Delaware Limited Liability Company governed by the Delaware LLC Act.

2.2 The purpose of the LLC is:

To conduct lawful business operations in the United States.

To establish a joint business enterprise, allocate ownership interests, determine management roles, and define binding operational terms.

To obtain all required permits or licenses for operation.

2.3 All voting matters shall be determined by one vote per Member, with action taken by majority vote, unless otherwise stated.

3. INITIAL CAPITAL CONTRIBUTIONS

Members agree to contribute the following capital amounts:

Carter Mandrik – $11,000.00 and future contributions as required.

Muhammad Umar Khan – $580.00

Surkhel Yousafzai – $550.00

Contributions must be submitted by June 25, 2019. All contributions are final unless modified by unanimous written consent. All contributions are deposited into a joint capital account.

4. OWNERSHIP INTEREST & AUTHORITY

Ownership interests shall be as follows:

Carter Mandrik – 60%

Muhammad Umar Khan – 35%

Surkhel Yousafzai – 5%

Authority:

Each Member holds one equal vote regardless of ownership percentage.

No Member may bind the LLC individually.

All decisions require a majority vote unless stated otherwise.

5. COST SHARING

If the LLC requires additional funds beyond internal resources, expenses shall be shared as follows:

Carter Mandrik – 80%

Muhammad Umar Khan – 15%

Surkhel Yousafzai – 5%

6. PROFITS & DISTRIBUTIONS

6.1 Before tax distributions, 2.5% of monthly profits shall be deposited into the ABDEEZ Foundation for social causes.

6.2 Remaining profits are distributed according to ownership interests in Section 4.

6.3 Profit distribution occurs on the 5th of each month, after capital contributions have been fully funded.

7. SALARY POLICY

No Member shall receive a salary unless approved by majority consent of all Members.

8. MANAGEMENT ROLES

Chief Executive Officer – Carter Mandrik

General Manager – Muhammad Umar Khan

Regional Manager – Surkhel Yousafzai

9. ACCOUNTING & FINANCIAL MATTERS

Annual audit of all LLC accounts.

Joint contribution and joint distribution accounts maintained.

Members may inspect all books at any time.

Members are individually responsible for their tax liabilities.

Fiscal year ends December 31.

Authorized signatories for LLC bank accounts: Carter Mandrik and Muhammad Umar Khan.

10. NEW MEMBERS

Admission of new Members requires unanimous written consent. The LLC name may be amended upon addition of a Member.

11. WITHDRAWAL OR DEATH OF A MEMBER

A Member may withdraw at any time.

Remaining Members have the right to buy out the withdrawing Member’s shares.

Valuation must be performed by an external firm and unanimously accepted.

Members have 30 days to purchase the shares jointly or individually.

If no Member elects to purchase shares, the LLC is dissolved.

LLC name may be amended after a Member exit.

12. DISSOLUTION

If dissolved by majority vote:

LLC assets shall be liquidated.

Debts shall be paid.

Remaining funds distributed according to ownership percentages.

13. AMENDMENTS

Amendments require unanimous written consent.

All notices must be in writing and delivered personally, by courier, mail, fax, or email.

14. DISPUTE RESOLUTION

Members will first attempt amicable negotiation.

If unresolved, disputes proceed to mediation under Delaware law.

If mediation fails, disputes proceed to binding arbitration.

Arbitrator’s decision is final and enforceable.

SIGNATURES

IN WITNESS WHEREOF, the Member execute this Agreement as of the Effective Date.

Member: Carter Mandrik

Signature:



Date: January 6,2021