OPERATING AGREEMENT

OF

WORLD WIDE WIDGETS AZ, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

November 30, 2017

Prepared by

KEYTLaw, L.L.C.

Arizona Entity Formation and Administration

7373 EAST DOUBLETREE RANCH ROAD, SUITE B-165

SCOTTSDALE, ARIZONA 85258

Telephone: (480) 664-7478

Copyright © 2001 - 2017, Richard Keyt

WORLD WIDE WIDGETS AZ, LLC
OPERATING AGREEMENT

Table of Contents

Article 1 Formation, Name, Purposes 1

Section 1.1 Formation 1
Section 1.2 Name 1
Section 1.3 Known Place of Business 2
Section 1.4 Purpose and Powers 2
Section 1.5 Term 2
Section 1.6 Agent for Service of Process 2
Section 1.7 Payments of Individual Obligations 2
Section 1.8 Title to Property 2
Section 1.9 General Business Practices 3

Article 2 Capital Contributions 5

Section 2.1 Initial Capital Contributions 5
Section 2.2 Additional Capital Contributions 5
Section 2.3 Remedies for Nonpayment of Capital Contributions 5
Section 2.4 Limitations on Withdrawals of Capital Contributions 8
Section 2.5 Capital Accounts 8

Article 3 Profits, Losses, Distributions 10

Section 3.1 Percentage Interests 10
Section 3.2 Character of Ownership of Membership Interests 10
Section 3.3 Profits, Losses & Distributions 11
Section 3.4 Member Loans 11
Section 3.5 Assumption of Debt on Acquired Real Property 11

Article 4 Election & Removal of Managers & Manager Duties 12

Section 4.1 Initial Manager 12
Section 4.2 Management Committee 12
Section 4.3 Resignation of a Manager 12
Section 4.4 Member's Right to Remove a Manager 12

Section 4.5 Manager Vacancies 12
Section 4.6 Meetings of the Management Committee 13
Section 4.7 Manager's Obligations 13
Section 4.8 Manager's Salaries 14
Section 4.9 Manager has no Exclusive Duty to Company 14
Section 4.10 Manager Not Liable for Certain Acts 14
Section 4.11 Indemnity of the Manager 14
Section 4.12 Standard of Care of Managers 15

Article 5 Management 16
Section 5.1 Management by Managers 16
Section 5.2 Number, Tenure and Qualifications 16
Section 5.3 Right to Rely on Manager 16
Section 5.4 Majority of the Members & Managers 16
Section 5.5 Management Powers and Responsibilities 17
Section 5.6 Members' Consent Required for Certain Actions 18
Section 5.7 Banking 19
Section 5.8 Records, Audits and Reports 19

Article 6 Members 21
Section 6.1 Limitation of Liability 21
Section 6.2 Married Members Whose Spouses Do Not Sign This Agreement 21
Section 6.3 No Right to Unilaterally Withdraw 21
Section 6.4 Company Records 22
Section 6.5 Priority and Return of Capital 22
Section 6.6 Tax Matters 22
Section 6.7 Other Instruments 22
Section 6.8 Confidentiality 22
Section 6.9 Transactions Between a Member and the Company 23
Section 6.10 Guaranties 23
Section 6.11 Springing Member 24
Section 6.12 Intellectual Property Rights 24

Article 7 New Members 26
Section 7.1 New Members 26
Section 7.2 Transfers of Interests Without Consent 26

Section 7.3 Transfer of a Member's Membership Interest....26

Section 7.4 Transfer of a Membership Interest on Death of a Member by a Transfer of Membership Interest Testament....26

Article 8 Meetings.... 28

Section 8.1 General....28

Section 8.2 No Required Meetings....28

Section 8.3 Meetings of Members....28

Section 8.4 Meetings of Managers....28

Section 8.5 Notice of Meetings....28

Section 8.6 Place of Meetings....28

Section 8.7 Meeting of all Members....29

Section 8.8 Record Date....29

Section 8.9 Quorum....29

Section 8.10 Order of Business....29

Section 8.11 Manner of Acting....30

Section 8.12 Votes....30

Section 8.13 Proxies....30

Section 8.14 Action by Members Without a Meeting....30

Section 8.15 Waiver of Notice....31

Article 9 Noneconomic Members.... 32

Section 9.1 Noneconomic Members....32

Section 9.2 Requirements of Noneconomic Members....32

Section 9.3 Voting Rights of Noneconomic Members....32

Section 9.4 Definitions of Bankruptcy, Bankruptcy Action, Material Action & Person....33

Section 9.5 Resignation of a Noneconomic Member....33

Section 9.6 Members Consent to Add, Terminate or Replacement a Noneconomic Member....34

Section 9.7 Good Faith Standard Imposed....34

Section 9.8 No Duty to Monitor....34

Section 9.9 No Compensation....34

Section 9.10 No Right to Examine Books & Records....34

Section 9.11 Noneconomic Members' Meetings & Voting Rights....35

Section 9.12 Members' Eligible to Vote with Respect to Noneconomic Member Issues....35

Article 10 Indemnification.... 36

Section 10.1 Indemnity Rights 36
Section 10.2 Notice and Defense 36
Section 10.3 Other Sources 36
Section 10.4 Survival 36

Article 11 Dissolution and Termination 37
Section 11.1 Dissolution 37
Section 11.2 Notice of Winding Up 37
Section 11.3 Liquidation, Winding Up and Distribution of Assets 37
Section 11.4 Articles of Termination 38

Article 12 Dispute Resolution Provisions 39
Section 12.1 Creation of the Procedure 39
Section 12.2 Person Defined 39
Section 12.3 Initiation of Procedure 39
Section 12.4 Commencement of Procedure 39
Section 12.5 Selection of a Mediator 40
Section 12.6 Time and Place for Mediation Conference 40
Section 12.7 Discovery, Exchange of Information 40
Section 12.8 Summary and Development of the Evidence and the Law 40
Section 12.9 Conduct of Mediation 40
Section 12.10 Final Determinations are Binding on All Parties 40
Section 12.11 Arbitration 41
Section 12.12 Appraisals 41
Section 12.13 Right to Seek Equitable Relief 41
Section 12.14 Prevailing Party is Entitled to Recover All Reasonable Costs 41

Article 13 Miscellaneous Provisions 42
Section 13.1 Notices 42
Section 13.2 Application of Arizona Law 43
Section 13.3 Amendments 43
Section 13.4 Headings 43
Section 13.5 Severability 43
Section 13.6 Successors and Assigns 43
Section 13.7 Attorneys' Fees 43
Section 13.8 Creditors and Other Third Parties 43

Section 13.9 Entire Agreement....44
Section 13.10 Consent to Jurisdiction....44
Section 13.11 Intent of Agreement....44
Section 13.12 Representation by Counsel....44
Section 13.13 Maintenance of Subchapter S Status....44
Section 13.14 Investment Representations....45
Section 13.15 No Partition Action....46
Section 13.16 Estoppel Certificate....46

OPERATING AGREEMENT

OF

World Wide Widgets AZ, LLC

NOVEMBER 30, 2017

This Operating Agreement (this "**Agreement**") is effective as of November 30, 2017, by Homer Simpson ("Homer") and Marge Simpson ("Marge"), husband and wife (collectively "Simpson"); Ned Flanders, a married man dealing with his sole and separate property ("Ned"); Ned's Investments, Inc., a California corporation ("NI"); Homer's Enterprises, LLC, an Arizona limited liability company ("HE"); Bobby Joe's Socks, LP, an Arizona limited partnership ("BJS"); John E. Smith, as Trustee of the Smith Family Trust under Agreement dated January 4, 2013 (the "SFT") and World Wide Widgets AZ, LLC, an Arizona limited liability company ("**Company**").

A. The Company is a newly formed Arizona limited liability company.

B. In this Agreement Simpson, Ned, NI, HE, BJS and SFT will be referred to individually as a "Member" and collectively as "Members." Homer and NI will be referred to collectively as "**Managers**" and individually as a "**Manager**."

C. The parties to this Agreement desire to conduct the business and affairs of the Company under the terms and conditions set forth below.

Article 1
Formation, Name, Purposes

Section 1.1 Formation

The Members formed a limited liability company (the "Company") pursuant to Arizona Revised Statutes Sections 29-601 through 29-857, as amended from time to time, which statutes are known as the "Arizona Limited Liability Company Act" (the "**Act**"), effective upon the filing of the Articles of Organization for the Company with the Arizona Corporation Commission. The Members shall from time to time sign or cause to be signed all such certificates, fictitious name or business statements and other documents, and make or cause to be made all such filings, recordings and publishings, and do such other acts as the Managers may deem necessary or appropriate to comply with the requirements of law for the formation and operation of the Company in all jurisdictions in which the Company desires to conduct business. The Managers will cause the Company to be qualified or authorized to do business in any jurisdiction in which qualification or authorization is necessary to conduct the Company's business.

Section 1.2 Name

The name of the Company shall be "**World Wide Widgets AZ, LLC**."