

# OPERATING AGREEMENT

OF

## VECTRA CORE SYSTEMS LLC

This Operating Agreement ("Agreement") is made and entered into effective as of 2026-06-05, by and between the sole Member listed below.

### 1. Formation

The Member formed Vectra Core Systems LLC (the "Company") as a Missouri limited liability company by filing Articles of Organization with the Missouri Secretary of State in accordance with applicable law.

### 2. Name and Principal Office

The name of the Company is Vectra Core Systems LLC. The principal office of the Company is located at 6527 E 128th St, Grandview, MO 64030 or such other place as the Member may designate.

### 3. Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be formed in the State of Missouri, including but not limited to providing technology and logistics services, and to engage in any other lawful business activities as the Member may decide.

### 4. Term

The Company shall continue until dissolved in accordance with this Agreement or by operation of law.

### 5. Member

The name and address of the sole Member are:

Member: Manse Soura  
Address: 6527 E 128th St  
Grandview, MO 64030

Mailing address:

- 1209 N Jerry St  
Raymore, MO 64083

### 6. Capital Contributions

The Member has contributed capital to the Company as reflected in the Company records. Additional contributions are not required but may be made at the Member's discretion.

### 7. Ownership Interest, Allocations and Distributions

7.1 Ownership. The Member owns 100% of the Company.

**7.2 Allocations.** The Company's profits and losses shall be allocated to the Member in proportion to the Member's ownership interest.

**7.3 Distributions.** Distributions of available cash shall be made to the Member at the times and in the amounts determined by the Member.

## **8. Management**

The Company is a "member-managed" limited liability company. The Member has full, exclusive, and complete authority, power, and discretion to manage and control the business and affairs of the Company, to make all decisions regarding those businesses and affairs, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

## **9. Tax Treatment**

The Company shall be treated as a disregarded entity for U.S. federal tax purposes (single-member LLC) unless otherwise elected. The Member shall cause the Company to make any tax elections deemed necessary.

## **10. Books, Records and Accounting**

The Company shall maintain complete and accurate books and records of the Company's business and affairs. The fiscal year shall end on December 31. The Member shall have access to books and records at all reasonable times.

## **11. Bank Accounts**

The Company's funds shall be kept in one or more separate bank accounts in the Company's name. The Member is authorized to open and manage bank accounts on behalf of the Company.

## **12. Indemnification**

To the fullest extent permitted by law, the Company shall indemnify the Member from and against any loss, damage, or expense arising from the Company's activities, except for losses resulting from the Member's gross negligence or willful misconduct.

## **13. Limitation of Liability**

The Member shall not be liable for the debts, obligations, or liabilities of the Company beyond the Member's capital contributions, except as required by law.

## **14. Transfers of Interest**

The Member may transfer all or part of the Member's interest in the Company only with the Member's consent. Any transferee shall be admitted as a Member only upon the Member's written consent.

## **15. Dissolution and Winding Up**

The Company shall be dissolved upon the occurrence of any event that makes it unlawful for the business to continue or upon the Member's decision to dissolve the Company. Upon dissolution, the

Company's assets shall be liquidated, liabilities paid, and any remaining assets distributed to the Member.

## 16. Amendments

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

## 17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the date set forth above.

Member:

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Manse Soura

Date: 2026-06-05

Notes: Provide this document to the bank when opening the business account. Replace any remaining placeholders if necessary.