

OPERATING AGREEMENT OF THE DAPPER LION LLC

This Operating Agreement is made and entered into as of this July 19, 2025, by and between the Members named below, concerning the formation and operation of The Dapper Lion LLC.

Article I. Company Formation & Basics

1. **Name of LLC:** The Dapper Lion LLC
2. **Purpose of LLC:** The purpose of the LLC is to operate an online retail business specializing in men's dress clothes, blazers, shirts, and slacks, primarily through live auction platforms (e.g., WhatNot), and to engage in any and all lawful activities related or incidental thereto.
3. **Registered Agent & Office:** Ryan Leck at 625 N Sunland Dr Chandler, Arizona 85225
4. **Term of LLC:** The LLC shall have a perpetual existence unless dissolved earlier in accordance with this Agreement.

Article II. Membership & Capital Contributions

1. **Members:**
 - o Kenneth Perkins o
 - o Ryan Leck
2. **Initial Capital Contributions:** Each Member shall contribute **50%** of any initial cash or assets required to commence operations. Any non-cash contributions (e.g., initial inventory, equipment, specific expertise) shall be mutually agreed upon for their value and credited equally.
3. **Ownership Percentages:** Kenneth Perkins shall own **50%** of the Membership Interests, and Ryan Leck shall own **50%** of the Membership Interests.
4. **Additional Capital Contributions:** If additional capital is required, Members shall contribute equally (50/50). Failure to contribute may result in dilution of ownership percentage as mutually agreed upon by the contributing Member(s).

Article III. Management & Voting

1. **Management Structure:** The LLC shall be a **Member-Managed LLC**, meaning both Kenneth Perkins and Ryan Leck shall participate equally in the management and operation of the business.
2. **Decision-Making:** All decisions regarding the business of the LLC, whether ordinary or major, shall require the **mutual written agreement of both Members**. (This means 100% agreement for all decisions).
3. **Roles & Responsibilities (Operational - for clarity, not legally binding):**
 - o **Kenneth Perkins:** Primarily responsible for live show hosting, content presentation, and initial inventory acquisition strategy.
 - o **Ryan Leck:** Primarily responsible for supply chain management, inventory processing, shipping logistics, and platform best practices.

- o *Note: Specific day-to-day responsibilities may be further defined by mutual agreement outside this Agreement.*

Article IV. Distributions & Allocations

1. **Profit & Loss Allocations:** Net profits and losses of the LLC shall be allocated **50%** to Kenneth Perkins and **50%** to Ryan Leck.
2. **Distributions:** Distributions of available cash shall be made to Members **equally (50/50)** at times and in amounts as mutually agreed upon by both Members.

Article V. Member Rights & Responsibilities

1. **Access to Records:** Each Member shall have equal rights to inspect and copy the books and records of the LLC at any reasonable time.
2. **Indemnification:** The LLC shall indemnify Members for actions taken on behalf of the LLC in good faith and within the scope of their authority, as permitted by law.
3. **Confidentiality:** Members shall maintain the confidentiality of all proprietary and confidential information of the LLC.

Article VI. Transfer of Membership Interests

1. **Restrictions on Transfer:** No Member may sell, assign, or transfer their Membership Interest without the prior written consent of the other Member.
2. **Buy-Sell Provisions:** If a Member desires to sell their interest, or if a Member dies or becomes permanently disabled, the remaining Member shall have the first right to purchase that interest at a mutually agreed-upon valuation. Specific terms for valuation and buyout shall be established by mutual agreement at the time of such event.

Article VII. Dissolution of the LLC

1. **Events of Dissolution:** The LLC shall be dissolved upon the mutual written agreement of both Members, or as otherwise required by law.
2. **Liquidation Process:** Upon dissolution, the assets of the LLC shall be liquidated, and the proceeds distributed equally (50/50) to the Members after all debts and liabilities have been paid.

Article VIII. Dispute Resolution

1. **Mediation:** In the event of a dispute between Members, they agree to first attempt to resolve the dispute through good faith negotiation. If unsuccessful, they agree to engage in non-binding mediation before pursuing any legal action.

Article IX. Miscellaneous Provisions

1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of **Arizona**.
2. **Amendments:** This Agreement may be amended only by the mutual written agreement of both Members.
3. **Entire Agreement:** This Agreement constitutes the entire agreement between the Members regarding the LLC.

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

Members:



Kenneth Perkins



Ryan Leck