

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
FOR
RMI LOVE ANIMALS (IAKWE MENIN MOUR), LLC**

(a Marshall Islands Resident Domestic Non-Profit Limited Liability Company)

THIS OPERATING AGREEMENT is made and entered into effective September 19, 2022, by **Joshua Lanki** (referred to in this agreement as the "Member").

I. *Formation.* Effective September 19, 2022, the initial Member forms a non-government organization as a non-profit limited liability company under the name **RMI Love Animals (Iakwe Menin Mour), LLC** (the "NGO") on the terms and conditions set forth in this Operating Agreement (the "Agreement") and pursuant to the Republic of the Marshall Islands ("RMI") Limited Liability Company Act 1996 and Non-Profit Entities Act 2020, as amended (the "Acts"). The Member agrees to file with the Registrar of Corporations all documentation required for the formation of this NGO. The rights and obligations of the NGO are as provided in the Acts except as otherwise expressly provided in this Agreement.

II. *Office.* The NGO will maintain its principal business office within the RMI at the following address (temporary): Box 663, Majuro, MH 96960.

III. *Registered Agent.* The initial registered agent for purposes of service of process is David M. Strauss, Box 534, Majuro, MH 96960.

IV. *Purpose.*

1. The purpose of the NGO is to improve the welfare of animals in the RMI, so they can live a life free of cruelty and suffering, resulting in better lives for both the animal and human communities.

2. To achieve this purpose, the NGO adopts the following objectives:

(a) to serve as a public voice on issues of concern and importance for animal welfare in the RMI;

(b) to work with local, regional, and international organizations to improve access to veterinary services in the RMI, either through regular veterinarian clinics by visiting veterinarians or by supporting the establishment of a full-time veterinarian in the RMI;

(c) to provide Marshallese communities with people, resources, information, and mentoring on animal welfare, including access to veterinarian services and medicines; and

(d) to organize fund-raising activities, such as raffles or online fund-raising campaigns, to improve animal welfare in the RMI by, for example, obtaining animal supplies.

3. In this regard, the NGO will, among other activities:

(a) support the RMI national and local governments and authorities to humanely manage and control the cat and dog population (free roaming, stray, and pets);

(b) support pet owners through education and by providing animal health advice and services;

(c) liaise with the international animal welfare community to monitor advances in animal health and communicate this information to the relevant RMI Government authorities and pet owners;

(d) assist the RMI Government with the development and maintenance of a pet registration database;

(e) develop relationships with international volunteer veterinarians and advocate for their visit and support for the RMI animal population;

(f) support the RMI Government and pet owners by evaluating humane animal birth control options, including spay and neuter programs; and

(g) develop a communication program to raise people's awareness, knowledge, and compassion of cats and dogs.

V. *Duration.* The term of the NGO commences on September 15, 2022, and shall continue perpetually unless sooner terminated as provided in this Agreement.

VI. *Membership.*

1. The initial Member's name and contact information is listed in Schedule 1 attached to this Agreement. Amendments to Schedule 1 will be provided with each annual report due by March 31 of each following year.

2. Members must be RMI citizens and may set a nominal membership fee and fees for particular programs or services.

3. Third parties dealing with the NGO shall be entitled to rely conclusively upon the power and authority of a majority in interest of the Members, or the board if so determined by the Members, to manage and operate the affairs of the NGO.

VII. *Non-Profit Statement.* The NGO is an RMI resident domestic non-profit limited liability company under Section 106 of the Non-Profit Entities Act 2020, as amended. The NGO shall not engage in any for-profit activities. It may seek contributions, hold fund raising activities, and raise or disburse funds only for charitable, educational, or social purposes, or for any other types of “good works”, provided (i) no part of its net earnings, if any, will inure to the benefit of any person or individual; (ii) its activities do not exclusively involve disseminating propaganda or otherwise attempting to influence legislation; and (iii) it does not participate in, intervene in, or disseminate statements on behalf of or in opposition of any candidate running for public office. The NGO may also contribute to other non-profit entities pursuant to Section 22(1)(e) of the Income Tax Act 1989, or such other RMI tax law.

VIII. *Board of Directors (Optional).* The NGO Members may manage the operations of the NGO or may elect to appoint a board of not less than three nor more than seven directors (“board”) to conduct the NGO’s operations. Such board shall serve for such terms as determined by the Members. The duties and responsibilities of the directors are those that are currently found in the Business Corporations Act.

IX. *Officers.* The Members, or the board if such has been elected, must appoint a President, Secretary, and Treasurer of the NGO and may appoint other officers to serve for such terms as determined by the Members or the board. A person holding the office of President cannot simultaneously hold the offices of Secretary or Treasurer. The duties and responsibilities of the officers are those that are currently found in the Business Corporations Act.

X. *Committees.* The Members, or the board, may appoint or remove persons to serve on an Advisory Committee and such other committees as they or it deems advisable. Persons on the Advisory Committee are not required to be Members or directors.

XI. *Resignation/Removal.* A Member, Director, Officer, or Committee Member may resign from such position by filing a written resignation with the Secretary. A person may be removed as a Member, Director, Officer, or Committee Member by a majority vote of the Members.

XII. *Meetings.* The NGO will have an annual meeting and at least three additional quarterly meetings. Approval of a budget and election of officers and, if requested, a board of directors, shall be held at the annual meeting. Notice of each meeting shall be given to each Member by email at least 7 calendar days prior to the meeting. A quorum shall be a simple majority of the Members at a Member’s meeting, of the directors at a board meeting, and of the members at a committee meeting, whether in person or by video conferencing or phone. There shall be no proxy voting, and decisions at the referenced meetings will be by majority vote, with each person entitled to one vote.

XIII. *Confidentiality.* Members, directors, officers, and committee members shall use discretion and good judgment in discussing the affairs of the NGO with third parties, but may freely discuss upcoming fund-raisers, the purposes and functions of the NGO, and its financial position.

XIV. *Compensation.* It is expected that the NGO will consist of volunteers, but such volunteers, Members, directors, officers, and committee members may be entitled to reimbursement of expenses incurred on behalf of the NGO with the advance approval of the NGO.

XV. Financial and Banking.

1. *Fiscal Year.* The fiscal year of the NGO shall be October 1 through September 30.

2. *Banking.* All funds of the NGO will be deposited in a separate bank account in the name of the NGO. NGO funds must be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government. Three signatories only shall be on the checking account, and each check must be signed by two of the three designated signatories.

XVI. General Powers. The NGO may enter into contracts, sue and be sued in its own name in all courts of competent jurisdiction, and have a seal.

XVII. Child Protection Policy. The NGO has a zero-tolerance approach to child exploitation or abuse and recognizes that it is the shared responsibility of all adults to prevent child exploitation and abuse. Annually, each Member, officer, director (if applicable), committee member, and volunteer must sign the NGO's Child Protection Policy, which is principles based, articulates the NGO's zero-tolerance of child exploitation and abuse, and includes expectations of the Member, officer, director (if applicable), committee member, and volunteer in the management of child protection risks.

XVIII. Capital Contributions. The initial capital contributions shall be by the Members to cover the costs of formation of the NGO, including the \$250.00 registration fee, which costs may be reimbursable.

XIX. Allocation of Profits and Losses; Distributions. Members are not entitled to the allocation of any profits other than reimbursements for expenses which may only be made subject to Sections IV(3) and VII of this Agreement.

XX. Salaries, Reimbursement, and Payment of Expenses. All expenses incurred in connection with formation of the NGO will be paid by the NGO or be reimbursed by the NGO to the Member providing such expenses. No salary will be paid to a Member for the performance of his or her duties under this Agreement. The NGO may obtain legal, accounting, and auditing services to the extent reasonably necessary for the conduct of the NGO's affairs. It is not anticipated that the NGO will hire paid employees, but if such employees are hired, the NGO shall deduct income, retirement fund, and health fund taxes then due according to law.

XXI. Dissolution and Winding up of the NGO. The NGO will be dissolved on the agreement of a majority of the Members or by operation of law. On the dissolution of the NGO, the Members shall take full account of the NGO's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the NGO's obligations with respect to the liquidation, will be applied and distributed in order to (i) payment and discharge of the expenses of liquidation and of all the NGO's debts and liabilities to persons or organizations other than Members; (ii) to the payment and discharge of any NGO debts

and liabilities owed to Members; and (iii) to any other non-profit or charitable entity or non-governmental organization.

XXII. *Tax Exemption.* Pursuant to Section 122(1)(e) of the Income Tax Act 1989, this NGO is exempt from gross revenue tax.

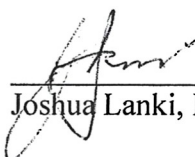
XXIII. *No Personal Liability.* Pursuant to Section 120(3) of the Non-Profit Entities Act, the Members are not personally liable for the acts, debts, liabilities, or obligations of the NGO.

XXIV. *General Provisions.*

1. Amendments to this Agreement may be proposed by any Member and will be adopted and become effective only on the written approval of 60% of the Members.
2. This Agreement is governed by and interpreted in accordance with the laws of the RMI.
3. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, or representations exist between or among the Members other than those referred to in this Agreement.
4. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the Members as evidenced by the terms of this Agreement.
5. Notices. All notices required to be given by this Agreement will be in writing and will be effective when delivered to a Member by email or personal delivery.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date indicated below.

Date: September 15, 2022




Joshua Lanki, Founding Member

**CERTIFICATE OF FORMATION
FOR
RMI LOVE ANIMALS (IAKWE MENIN MOUR), LLC**

Pursuant to Section 9 of the Limited Liability Company Act of 1996, David M. Strauss, under penalty of perjury under law, states:

1. The name of the limited liability company is RMI Love Animals (Iakwe Menin Mour), LLC
2. The name and address of the initial registered agent for service of process is David M. Strauss, Box 534, Majuro, MH 96960.
3. The limited liability company does not have a specific date of dissolution.
4. The formation date of the limited liability company is September 19, 2022.
5. A true and correct copy of the Operating Agreement for the limited liability company is attached hereto.

Date: September 16, 2022



David M. Strauss

