

OPERATING AGREEMENT

OF AI RADIO LLC

(A Single-Member Texas Limited Liability Company)

This Operating Agreement (this "Agreement") of AI Radio LLC (the "Company") is made and entered into as of July 8, 2026, by Marc Baptiste (the "Member"), the sole member of the Company.

ARTICLE 1. FORMATION

1.1 **Formation.** The Company was formed as a Texas limited liability company by filing a Certificate of Formation with the Texas Secretary of State on July 1, 2026, under File Number 806679705, effective July 1, 2026, pursuant to the Texas Business Organizations Code (the "Act").

1.2 **Name.** The name of the Company is AI Radio LLC.

1.3 **Registered Agent and Office.** The registered agent of the Company is Marc Baptiste, and the registered office is located at 52 Vineyard Dr, San Antonio, Texas 78257.

1.4 **Principal Office.** The principal office of the Company is 52 Vineyard Dr, San Antonio, Texas 78257, or such other place as the Member may designate.

1.5 **Term.** The Company commenced on the effective date of its Certificate of Formation and shall continue perpetually unless dissolved in accordance with this Agreement or the Act.

ARTICLE 2. PURPOSE AND POWERS

2.1 **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act, including without limitation the operation of an internet music streaming platform and related activities.

2.2 **Powers.** The Company shall have all powers necessary or convenient to carry out its purpose, as permitted by the Act.

ARTICLE 3. MEMBER

3.1 **Sole Member.** Marc Baptiste is the sole member of the Company and owns one hundred percent (100%) of the membership interest.

3.2 **Address.** The address of the Member is 52 Vineyard Dr, San Antonio, Texas 78257.

ARTICLE 4. CAPITAL CONTRIBUTIONS

4.1 **Initial Contribution.** The Member has contributed, or shall contribute, such capital to the Company as the Member determines.

4.2 **Additional Contributions.** The Member is not obligated to make any additional capital contributions but may do so at the Member's discretion.

ARTICLE 5. MANAGEMENT

5.1 **Member-Managed.** The Company is managed by its Member. The Member has full and exclusive authority to manage and control the business and affairs of the Company and to make all decisions on its behalf.

5.2 **Authority to Bind.** The Member is authorized to execute and deliver, on behalf of the Company, any and all documents and instruments, including agreements with financial institutions, and to open and operate bank accounts in the name of the Company.

5.3 **Officers and Agents.** The Member may appoint officers, employees, and agents of the Company and delegate authority to them as the Member deems appropriate.

ARTICLE 6. DISTRIBUTIONS

6.1 **Distributions.** Distributions of cash or other assets shall be made to the Member at such times and in such amounts as the Member determines, subject to the Act.

ARTICLE 7. TAX TREATMENT

7.1 **Disregarded Entity.** So long as the Company has a single member, it is intended to be treated as a disregarded entity for federal income tax purposes. The Member may elect an alternative classification as permitted by applicable law.

ARTICLE 8. LIABILITY AND INDEMNIFICATION

8.1 **Limited Liability.** The Member shall not be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a member, except as required by the Act.

8.2 **Indemnification.** The Company shall indemnify the Member and any officer or agent to the fullest extent permitted by the Act against liabilities arising from their service to the Company.

ARTICLE 9. DISSOLUTION

9.1 **Dissolution.** The Company shall dissolve upon the written decision of the Member or as otherwise required by the Act. Upon dissolution, the Company's assets shall be applied and distributed in accordance with the Act.

ARTICLE 10. GENERAL PROVISIONS

10.1 **Governing Law.** This Agreement is governed by the laws of the State of Texas.

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

10.3 **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter and supersedes all prior understandings.

10.4 **Severability.** If any provision of this Agreement is held invalid, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the sole Member of AI Radio LLC, has executed this Operating Agreement as of the date first written above.

Marc Baptiste, Sole Member

Date: _____

This document is a standard single-member limited liability company operating agreement template prepared for internal use. It is not legal advice. AI Radio LLC should have it reviewed by qualified counsel before relying on it.