

Operating Agreement of StringRings, LLC

This Operating Agreement (the “Agreement”) is entered into by the undersigned sole member (the “Member”) of StringRings, LLC, an Oregon limited liability company (the “Company”), as of April 25, 2025.

1. Formation and Organization

- 1.1. *Name and Formation*: The Company was formed as a limited liability company under the Oregon Limited Liability Company Act by filing Articles of Organization with the Oregon Secretary of State. The name of the Company is StringRings LLC, and it shall continue perpetually until dissolved in accordance with this Agreement or as provided by Oregon law.
- 1.2. *Benefit Company Status*: The Company is organized as a benefit company under Oregon law and is subject to ORS 60.750 to 60.770.
- 1.3. *Limited Liability*: The Member’s liability is limited to the extent provided by law. The Member is not personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a member or acting as a member of the LLC.
- 1.4. *Benefit Liability Protection*: The Member shall not be personally liable for monetary damages for any act or omission done in good faith to pursue the Company’s benefit purpose and the above standards of conduct, so long as the Member performs the duties in compliance with Oregon law. In addition, the Member shall not be personally liable for monetary damages for the Company’s failure to create a general or specific public benefit. This Agreement creates no duty or obligation of the Member toward any third party: the Member does not have any duty to any person solely because such person is a beneficiary of the Company’s public benefit goals, and no third party shall have any right to enforce any public benefit purpose or standard of conduct against the Company or the Member.
- 1.5. *Indemnification of Member*: To the fullest extent permitted by Oregon law, the Company shall indemnify and hold harmless the Member from any and all liabilities, losses, damages or costs (including reasonable attorneys’ fees) incurred by the Member by reason of the fact that the Member is or

was a member of the Company, or is or was acting on behalf of the Company in any capacity; provided, however, that no indemnification shall be provided for any act or omission of the Member adjudged by a court of competent jurisdiction to constitute fraud, willful misconduct, or a knowing violation of law.

2. Mission Statement

- 2.1. *General Purpose:* The purpose of the Company is to produce products to benefit all beings. In order to achieve this end the Company may, at its discretion, engage in any lawful business for which a limited liability company may be organized under Oregon law.
- 2.2. *Benefit Purpose:* As a designated Benefit LLC, the Company's purpose shall include creating a material positive impact on society and the environment, taken as a whole, from the business and operations of the Company. The emphasis of these beneficial operations is to promote outdoor recreation and environmental stewardship in the Pacific Northwest.

3. Code of Conduct

- 3.1. *Management:* The Company is a member-managed LLC. The sole Member has full and exclusive authority to manage and operate the Company's business and affairs, and to make all decisions regarding the Company's activities.
- 3.2. *Duties of Managing Members:*
 - 3.2.1. In discharging the duties of their positions and in considering the best interests of the Company, a managing member shall consider the effects of any action or inaction on:
 - a) the members of the Company;
 - b) the employees and work force of the Company, its subsidiaries, and its suppliers;
 - c) the interests of its customers as beneficiaries of the purpose of the Company to have a material positive impact on society and the environment;

- d) community and societal factors, including those of each community in which offices or facilities of the Company, its subsidiaries, or its suppliers are located;
- e) the local and global environment;
- f) the short-term and long-term interests of the Company, including benefits that may accrue to the Company from its long-term plans and the possibility that these interests may be best served by the continued independence of the Company; and
- g) the ability of the Company to create a material positive impact on society and the environment, taken as a whole.

3.2.2. In discharging the duties of a managing member, and in determining what is in the best interests of the Company and its members, a managing member shall not be required to regard any interest, or the interests of any particular group affected by an action or inaction, including the members, as a dominant or controlling interest or factor. A managing member shall not be personally liable for monetary damages for:

- a) any action or inaction in the course of performing the duties of a managing member under this paragraph if the managing member was not interested with respect to the action or inaction; or
- b) failure of the Company to create a material positive impact on society and the environment, taken as a whole.

3.2.3. A managing member does not have a duty to any person other than a member in its capacity as a member with respect to the purpose of the Company or the obligations set forth in this Article, and nothing in this Article express or implied, is intended to create or shall create or grant any right in or for any person other than a member or any cause of action by or for any person other than a member or the Company.

3.2.4. Notwithstanding anything set forth herein, a managing member is entitled to rely on the provisions regarding “best interest” set forth above in enforcing the rights of a managing member hereunder and under state law, and such reliance shall not, absent another breach, be construed as a breach of a managing member's duty of care, even in the context of a Change in Control Transaction where, as a result of weighing the interests set forth in subsections (3.2.1 a-g) above, a managing member determines to accept an offer, between two competing offers, with a lower price per unit.

- 3.2.5. A managing member who makes a business judgment in good faith fulfills the duty under this section if the managing member:
- a) is not interested in the subject of the business judgment;
 - b) is informed with respect to the subject of the business judgment to the extent the director reasonably believes to be appropriate under the circumstances; and
 - c) rationally believes that the business judgment is in the best interests of the Company.

3.3. Documentation and Correspondence:

- 3.3.1. The business should endeavor to be transparent, in so far as doing so does not interfere with the mission of the business. To achieve this, all transactions are to be recorded, where the source and destination of those transactions is recorded in pseudonymous form.
- 3.3.2. The business must prepare an annual benefit report identifying:
- a) The actions and methods used to provide a general or specific public benefit.
 - b) Any circumstances that hindered or prevented a benefit.
 - c) How well the benefit company met or exceeded the third-party standard.
- 3.3.3. Distribute the annual benefit report to the members and post it on the company's website.

4. Accumulation and Distribution of Wealth

- 4.1. *Income:* The business provides products to others in exchange for remuneration or income.
- 4.2. *Capital:* The purpose of the business is not to accumulate capital, but to distribute wealth and benefit. Therefore, all income within a given year must be either spent as specified in subsection (4.3) below or dedicated to cover future expenses (the "Reserve"). Each and every year, ten percent of the reserve must be donated to a charitable or beneficial organization of the members' choosing.
- 4.3. *Expense:* The business shall spend its income and Reserve by paying members in consideration of services provided, purchasing equipment and

services, and making other expenditures that are conducive to the operation of the business. In no event shall a member be paid more than ten times the prevailing minimum wage.

5. **Dissolution**

- 5.1. *Events of Dissolution*: The Company shall dissolve upon the occurrence of any event that causes dissolution under the Oregon Limited Liability Company Act or upon the sole Member's written election to dissolve the Company.
- 5.2. *Winding Up and Distribution of Assets*: Upon dissolution, the Member (or a liquidating agent appointed by the Member) shall wind up the Company's affairs. All remaining assets of the Company shall be liquidated and applied to pay or provide for all of the Company's liabilities, and any surplus shall be distributed to charitable or beneficial organizations of the members' choosing, all in the manner required by the Oregon LLC Act.

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

Signature of Sole Member (Alec Rogers)

/Alec Rogers/

Member