OPERATING AGREEMENT

OF

RIVER ROCK SECURITY CONSULTING, LLC

A Single-Member Kentucky Limited Liability Company

Effective Date: ____________________, 20____

This Operating Agreement ("Agreement") of River Rock Security Consulting, LLC (the "Company") is entered into and made effective as of the date set forth above by its sole Member, Paul J. Naclerio ("Member"), for the purpose of setting forth the rights, obligations, and operating rules governing the Company, its Member, and its business.

The Company is organized under the laws of the Commonwealth of Kentucky pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275 (the "Act"). The Member intends this Agreement to constitute the "operating agreement" of the Company within the meaning of the Act, and its terms shall govern even where they differ from the Act's default provisions, to the extent such variation is permitted by law.

ARTICLE 1. FORMATION AND ORGANIZATION

1.1 Formation

The Company was formed, or shall be formed, by filing Articles of Organization with the Kentucky Secretary of State in accordance with the Act. The Member shall cause the Articles of Organization to be filed and shall take all further action reasonably necessary to maintain the Company's good standing.

1.2 Name

The name of the Company is "River Rock Security Consulting, LLC." The Company may conduct business under this name or under any assumed or trade name properly registered with the Kentucky Secretary of State.

1.3 Registered Office and Registered Agent

The Company shall continuously maintain a registered office and registered agent in Kentucky as required by the Act. The initial registered agent and registered office shall be as designated in the Articles of Organization and may be changed from time to time by the Member in accordance with the Act.

1.4 Principal Office

The principal office of the Company shall be located at such address in Bardstown, Kentucky, or elsewhere, as the Member designates from time to time. The Company may maintain additional offices as the Member determines necessary.

1.5 Term

The Company's existence commenced on the date its Articles of Organization were filed with the Kentucky Secretary of State (or will commence upon such filing) and shall continue perpetually unless the Company is dissolved in accordance with Article 9 of this Agreement or the Act.

ARTICLE 2. PURPOSE AND SCOPE OF BUSINESS

2.1 Business Purpose

The purpose of the Company is to provide physical security consulting services to commercial and residential clients, including but not limited to:

- Security risk assessments and vulnerability analyses of commercial and residential properties;
- Design and evaluation of physical security measures, including access control, perimeter security, lighting, surveillance camera placement, alarm systems, and security hardware recommendations;
- Development of security policies, procedures, protocols, and emergency response plans;
- Post-order consultation, and evaluation of contracted guard services;
- Executive and personal protection planning and advisory services;
- Training and briefing services related to situational awareness, access control procedures, and incident response; and

- Any other lawful consulting, advisory, or related activity in the physical security field that the Member determines to be in the best interest of the Company.

The Company shall not, without further written amendment of this Agreement or a separate licensing determination, hold itself out as a licensed private investigative or licensed security guard agency unless and until it has obtained all licenses and registrations required under applicable Kentucky law for such activities.

2.2 Powers

The Company shall have all powers necessary, convenient, or incidental to carry out its business purpose, as permitted under the Act, including the power to enter into contracts, hold and convey property, borrow funds, hire personnel and subcontractors, and take any other lawful action in furtherance of its purpose.

2.3 Licensing and Compliance

The Member shall be responsible for identifying and obtaining any federal, state, or local licenses, permits, insurance coverage (including general liability and professional/errors-and-omissions coverage), or bonding required to lawfully perform the Company's consulting services in each jurisdiction where the Company operates.

ARTICLE 3. MEMBER; MANAGEMENT STRUCTURE

3.1 Sole Member

Paul J. Naclerio is the sole Member of the Company and owns one hundred percent (100%) of the membership interest in the Company (the "Membership Interest"). No other person holds any ownership, economic, or voting interest in the Company unless admitted as a Member in accordance with Article 8.

3.2 Member-Managed Company

The Company shall be a "member-managed" limited liability company. The Member shall have full, complete, and exclusive authority, power, and discretion to manage and control the business, property, and affairs of the Company, to make all decisions regarding those matters, and to perform any and all other acts customary or incidental to the management of the Company's business, without the need for any additional consent or vote.

3.3 Authority to Bind the Company

The Member is authorized to execute contracts, agreements, and other instruments on behalf of the Company and to bind the Company in the ordinary course of its consulting business, including engagement letters, client service agreements, subcontractor agreements, and vendor and insurance agreements.

3.4 Officers

The Member may, but is not required to, appoint officers (such as a President, Secretary, or Treasurer) and delegate to them such authority and duties as the Member determines. Any officer so appointed shall serve at the pleasure of the Member and may be removed at any time, with or without cause.

3.5 Standard of Care; Liability

The Member shall not be liable to the Company for any action taken or omitted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, except in the case of fraud, willful misconduct, or gross negligence. To the fullest extent permitted by the Act, the Member shall have no personal liability for the debts, obligations, or liabilities of the Company solely by reason of being a Member.

ARTICLE 4. CAPITAL CONTRIBUTIONS

4.1 Initial Contribution

The Member has contributed, or shall contribute, cash and/or property to the Company as the Member's initial capital contribution, in such amount and form as the Member determines and records in the Company's books and records.

4.2 Additional Contributions

The Member is not required to make any additional capital contributions to the Company. The Member may, at the Member's sole discretion, make additional contributions of cash or property to the Company from time to time.

4.3 Capital Accounts

The Company shall maintain a capital account for the Member reflecting contributions, allocations of profit and loss, and distributions, consistent with applicable federal income tax principles.

4.4 No Interest on Capital

No interest shall accrue or be paid on any capital contribution to the Company.

ARTICLE 5. PROFITS, LOSSES, AND DISTRIBUTIONS

5.1 Allocation of Profits and Losses

All profits and losses of the Company shall be allocated one hundred percent (100%) to the Member, consistent with the Member's status as sole owner of the Company.

5.2 Distributions

The Member may cause the Company to make distributions of cash or other property to the Member at such times and in such amounts as the Member determines, provided that no distribution shall be made if it would render the Company unable to pay its debts as they become due in the ordinary course of business or would otherwise violate the Act.

5.3 Tax Treatment

For federal income tax purposes, the Company shall be treated as a "disregarded entity" under Treasury Regulations Section 301.7701-3, unless the Member elects otherwise (including an election to be taxed as an S corporation or C corporation) by filing the appropriate election with the Internal Revenue Service. All items of income, gain, loss, deduction, and credit of the Company shall be reported by the Member as required under the Company's elected tax classification.

5.4 Withholding

The Company may withhold and pay over to any taxing authority any amounts required by law to be withheld with respect to the Member, and any amount so withheld shall be treated as a distribution to the Member for purposes of this Agreement.

ARTICLE 6. BOOKS, RECORDS, AND BANK ACCOUNTS

6.1 Books and Records

The Company shall maintain complete and accurate books and records of its business and financial affairs at its principal office, including records of capital contributions, distributions, income and expenses, and copies of client engagement agreements, in a manner sufficient to substantiate the separateness of the Company from the Member's personal finances.

6.2 Bank Accounts

The Company shall maintain one or more bank accounts separate from the Member's personal accounts. All Company revenue shall be deposited into, and all Company expenses shall be paid from, such Company accounts. Commingling of Company and personal funds is prohibited.

6.3 Fiscal Year

The Company's fiscal year shall be the calendar year, unless the Member elects a different fiscal year permitted under the Internal Revenue Code.

6.4 Annual Report

The Member shall cause the Company to file any annual report required by the Kentucky Secretary of State and to pay any associated fees necessary to maintain the Company's good standing.

ARTICLE 7. LIABILITY, INDEMNIFICATION, AND INSURANCE

7.1 Limitation of Liability

Except as otherwise required by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability solely by reason of being a Member.

7.2 Indemnification

The Company shall indemnify and hold harmless the Member, and any officer, employee, or agent of the Company, from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to the business of the Company, to the fullest extent permitted under the Act, except to the extent such claims arise from that person's fraud, willful misconduct, or gross negligence.

7.3 Insurance

The Company shall obtain and maintain commercially reasonable insurance coverage appropriate to a physical security consulting business, which may include general liability insurance, professional liability (errors and omissions) insurance, and any other coverage the Member determines to be prudent given the nature of services provided to commercial and residential clients.

7.4 Client Engagement Terms

The Member shall ensure that Company engagements with clients are documented in written engagement letters or service agreements that clearly define the scope of consulting services, fees, and limitations of liability, and that expressly disclaim any guarantee of specific security outcomes.

ARTICLE 8. TRANSFERS; ADMISSION OF NEW MEMBERS

8.1 Restriction on Transfer

The Member may sell, assign, pledge, or otherwise transfer all or any portion of the Membership Interest at the Member's sole discretion, subject to compliance with applicable securities laws and any third-party financing or contractual restrictions then in effect.

8.2 Admission of Additional Members

Additional Members may be admitted to the Company only upon the written consent of the then-current Member(s) and upon execution of an amended and restated operating agreement setting forth the rights and obligations of all Members, including capital contributions, profit and loss allocations, and management rights.

8.3 Effect on Single-Member Status

The Member acknowledges that the admission of an additional Member will change the Company's federal tax classification (absent an election to the contrary) and may require additional filings. The Member shall consult with a qualified tax professional before admitting any additional Member.

ARTICLE 9. DISSOLUTION AND WINDING UP

9.1 Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the first to occur of: (a) the written determination of the Member to dissolve the Company; (b) the entry of a decree of judicial dissolution under the Act; or (c) any other event causing dissolution under the Act.

9.2 Winding Up

Upon dissolution, the Member (or a person designated by the Member) shall wind up the Company's affairs, including collecting Company assets, paying or providing for Company liabilities, and distributing any remaining assets to the Member, all in accordance with the priorities set forth in the Act.

9.3 Certificate of Dissolution

Upon completion of winding up, the Member shall cause Articles of Dissolution to be filed with the Kentucky Secretary of State as required by the Act.

ARTICLE 10. OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

10.1 Disclosure of Outside Business Activity

The Member acknowledges that the Member may hold outside employment with a financial institution or other employer whose internal policies require disclosure and/or approval of outside business activities prior to the formation of the Company or the acceptance of clients. The Member shall be solely responsible for complying with any such employer disclosure, approval, or conflict-of-interest requirements, and nothing in this Agreement shall be construed to relieve the Member of that obligation.

10.2 No Conflict with Employer Duties

The Member shall operate the Company in a manner that avoids the use of the Member's outside employer's confidential information, clients, trade secrets, equipment, or working time, except as expressly permitted by the employer in writing.

10.3 Other Business Activities

The Member may engage in other business activities, whether or not competitive with the Company, without any obligation to offer such opportunities to the Company, except as otherwise agreed in writing.

ARTICLE 11. GENERAL PROVISIONS

11.1 Amendment

This Agreement may be amended only by a written instrument signed by the Member (or, if additional Members have been admitted, by Members holding the requisite interest specified in the amended agreement).

11.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles.

11.3 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

11.4 Entire Agreement

This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

11.5 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Member and the Member's heirs, successors, and permitted assigns.

11.6 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.7 No Third-Party Beneficiaries

Except as expressly provided in Article 7 regarding indemnification, this Agreement is intended solely for the benefit of the Member and does not create any rights in favor of any third party.

ARTICLE 12. SIGNATURE

IN WITNESS WHEREOF, the undersigned, being the sole Member of River Rock Security Consulting, LLC, has executed this Operating Agreement effective as of the date first set forth above.

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Paul J. Naclerio, Sole Member

Date: ____________________, 20____