

OPERATING AGREEMENT

WORLDINVEST LLC
1309 Coffeen Ave. STE 1200
Sheridan, WY 82801

A MANAGER-MANAGED MULTI-MEMBER CLOSE LIMITED LIABILITY COMPANY
IN THE STATE OF WYOMING, USA

ARTICLE I Company Formation

- 1.1. **FORMATION.** The members have formed a Limited Liability Company (the "Company") according to the laws of the state of Wyoming, USA. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
- (a) Any event which causes the Company's business to become unlawful
 - (b) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(a and b), if there is at least one remaining member, that member has the right to resolve any issues and continue the business of the Company. If the manager passes, that responsibility will pass to the seniormost remaining member. If the other member passes their direct bloodline offspring/heirs, including adopted children, will inherit their share and will replace them as though they were members without the need to go through probate. This right can be exercised only by the unanimous vote of the remaining members and/or their replacing offspring/heirs after the occurrence of an event described in ARTICLE 1.3(c). If not exercised, the right of the members and/or their heirs to continue the business of the Company will expire.
- 1.5. **BUSINESS PURPOSE:** The Company will be an investment business with the objective of building wealth for the VELEZ-D'ACOSTA sisters and their bloodline offspring including adopted children, generation after generation. It will operate in the financial securities market with assets such as, but not limited to stocks, bonds, ETF's, options, futures, currency, and in precious metals such as, but not limited to gold and silver, and in precious stones such as, but not limited to diamonds and emeralds, as well as any other financial investments that are deemed necessary to meet the Company's objectives. Some of these investments will be made through brokerage accounts both inside the US and offshore. Investments may also be made directly with sellers both inside the US as well as offshore, as in the case but not limited to precious metals. **Real Estate is specifically excluded from the scope of this LLC and its Operating Agreement.**

- 1.6. **This business a manager-managed multi-member close WY LLC taxed as a partnership.** It is a family office structured as a business operating under IRS NAICS code 523920 (Portfolio Management).
- 1.7. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the managers.
- 1.8. **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this agreement.
- 1.9. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be the bloodline offspring/heirs including adopted children of current members and will be admitted to the Company through a Certificate of New Membership issued by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this agreement. The agreed total value of such property and cash is US\$10,000.00
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on a quarterly basis. These profits and losses will be allocated to the members on a non-prorata, completely discretionary basis and are not obligatory.
- 3.2. **DISTRIBUTIONS.** The manager at his sole discretion will determine and distribute available funds when he/she sees fit on a non-prorata, completely discretionary and non-obligatory manner. There are no forced distributions. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid.

ARTICLE IV Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The manager of the company is self-appointed and is President and CEO. No other officers are permitted unless agreed to by the President. The manager is a member. The name and residential address of the manager/member is attached as Exhibit 1 of this Agreement.
- 4.2. **MEMBERS.** The liability of the members will be limited according to state law. Members that are not managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The managers may seek advice from the members but need not follow such advice. No member is an agent of any other member of the Company, solely by reason of being a member.

4.3. **POWER OF MANAGER.** The manager is authorized on the Company's behalf to make all decisions as to:

- (a) the sale, development, lease, or other disposition of the Company's assets.
- (b) the purchase or other acquisition of other assets.
- (c) the management of all or any part of the Company's assets.
- (d) borrowing of money.
- (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets.
- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The manager is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds.
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

4.4. **President and CEO.** He/she has primary responsibility for managing the operations of the Company and for carrying out the decisions of the Company.

4.5. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the manager may designate. The manager has power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.6. **COMPANY INFORMATION.** The manager must supply information regarding the company or its activities to any member upon his or her request. Any member or their authorized representative will have access to and may inspect all books, records and materials in the manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting member's expense.

4.7. **EXCULPATION.** Any act or omission of the manager, the effect of which may cause or result in loss or damage to the Company or the members, if done in good faith to promote the best interests of the Company, will not subject the manager to any liability.

5 **INDEMNIFICATION.** The Company's insurance company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action levied on the company or in the right of the Company). Beyond that, and based on the laws of the state of Wyoming, the only other remedies available to any defendant is that of a charging order against the Company. This specifically prevents any defendant from piecing the corporate veil thus protecting all assets under LLC ownership and administration.

5.1. **RECORDS.** The managers must keep the following at the company's principal place of business or other location:

- (a) A current list of the full name and the last known street address of each member.
- (b) A copy of the formation documents and this agreement and all amendments.
- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years.
- (d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V Compensation

5.1. **MANAGEMENT FEE.** Any manager rendering services to the Company is entitled to compensation proportionate with the value of those services but may choose not to receive compensation.

5.2. **REIMBURSEMENT.** The Company must reimburse the manager or members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

6.1. **BOOKS.** The manager will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The manager may select the method of accounting and the company's accounting period will be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The manager must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

- (a) Any additional capital contribution made by the member.
- (b) Credit balances transferred from the member's distribution account to his or her capital account.

and decreased by:

- (x) Distributions to the members in reduction of Company capital.
- (y) The member's share of Company losses if charged to his or her capital account.

6.3. **REPORTS.** The manager will close the books of accounts after the close of each calendar year and will prepare financial statements and send copies to each member. Distributions to members will be non-prorata and completely discretionary. There will be no forced distributions.

ARTICLE VII

Transfers

- 7.1. **ASSIGNMENT, RETURN OF CAPITAL.** Members have no rights to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company. Nor do they have the right to return of capital invested under their name. Should they decide to no longer be a member their only recourse is to pass their capital to their bloodline offspring/heirs including adopted children. If the latter declines to receive the corresponding capital allocation, said capital will be distributed to the remaining members proportionately to their capital as reflected in their capital accounts and at the bottom of this document. The assignee will only be entitled to receive the share of the profits or other compensation bearing in mind that distributions are non-prorata and completely discretionary. No forced distributions.

ARTICLE VIII

Dissolution and Beneficiaries

- 8.1. **DISSOLUTION.** This is not permitted. The company will exist in perpetuity with membership passing to bloodline offspring/heirs, including adopted children, generation after generation.
- 8.2. **BENEFICIARIES:** The sole beneficiaries of all assets under this LLC will be:

8.2.a The two Velez-D'Acosta sisters:

Erika N. Velez D'Acosta (25%) and

Nicole W. Velez D'Acosta (25%).

My five Grand Children:

Emmanuel A. Diaz Velez (9%)

Alfonso Luis Diaz Velez (9%)

Paolo A. Diaz Velez (9%)

Christian Alfonso Velez (9%)

Lyla Alfonso Velez (9%)

My siter:

Lilyana Velez Fernandes (5%)

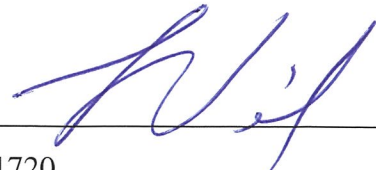
Total (100%)

They are considered as though they are silent partners of the LLC and will receive their benefits without the need to go through probate nor paying estate taxes. The capital will remain intact and only the earnings from the capital invested are available for distribution. The priority is to care for the wellbeing of Nivea D'Acosta, mother of the Velez D'Acosta siter, until she passes, according to her wishes, and at a standard of living commensurate with her past life. After covering Nivea D'Costa's living expenses, all other earnings will be distributed among the beneficiaries in the proportions listed above. As the Velez D'Acosta siter pass, all assets will be for the benefit of their bloodline offspring/heirs, including adopted children and so on, generation after generation, and will pass as though all are silent partners of the LLC without the need to go through probate or pay estate taxes.

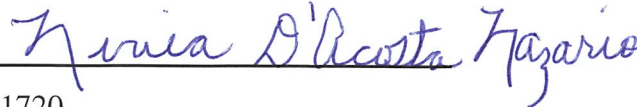
CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member as of this 6 day of April, 2020.

Members:

Name: Luis F. Velez Fernandez _____ Percent 98% X 

Address: Ext. Villa Caparra, Florencia F-21, Guaynabo, PR 00966-1720

Name: Nivea D'Acosta Nazario _____ Percent 2% X 

Address: Ext. Villa Caparra, Florencia F-21. Guaynabo, PR 00966-1720

Name _____ Percent _____ % X _____

Address _____

**EXHIBIT 1
LISTING OF MANAGERS**

The manager of the company is self-appointed and is President and CEO. No other officers are permitted unless agreed by the President.

LUIS F. VELEZ FERNANDEZ
Printed Name

Luis F. Velez Fernandez
President and CEO

Ext. Villa Caparra
Florencia F-21
Guaynabo PR 00966-1720
Address

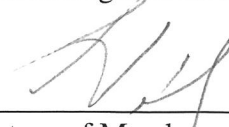
Printed Name

Title _____

_____ Address

The above-mentioned manager will serve in their capacities as defined by ARTICLE 4 or until their voluntary resignation or passing.

Signed and agreed on this 6 day of April, 2020.


Signature of Member

Signature of Member

Signature of Member

Signature of Member

**EXHIBIT 2
LISTING OF MEMBERS**

As of the 6 day of April, 2026 the following is a list of members of the Company:

Name Luis F. Velez Fernandez Percent 98% X [Signature]

Address Ext. Villa Caparra, Florencia F-21, Guaynabo, PR 00966-1720

7/12 Name Nivea D'Acosta Nazario Percent 2% X Nivea D'Acosta

Address Ext. Villa Caparra, Florencia F-21, Guaynabo, PR 00966-1720

Percent _____ X _____

Address _____

Name _____ Percent _____ % X _____


Address _____

**EXHIBIT 3
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the members' initial contribution to the Company capital is stated to be \$10,000.00. The description and each individual portion of this initial contribution is as follows:

	\$
Luis F. Velez Fernandez	\$9800.00
Nivea D' Acosta Nazario	\$200.00
	\$
	\$
	\$
	\$
	\$
	\$

SIGNED AND AGREED this 6 day of April, 2026



Signature of Member

Signature of Member

Nivea D'Acosta

Signature of Member

Signature of Member