
title: “JDBuilders LLC — Operating Agreement (Draft v1)” author: “Prepared for Johnathon Drew Bias”

date: “April 2026”

JDBuilders LLC

Operating Agreement

Single-Member LLC · Domestic to the State of Missouri

Draft v1 · April 2026 · Prepared for Johnathon Drew Bias

Attorney-review notice. *This is a working draft, not a filed document and not legal advice. Before this Agreement is signed, dated, or relied upon, it must be reviewed by an attorney licensed in the State of Missouri, and the financial provisions must be reviewed by a Certified Public Accountant familiar with single-member LLCs in the construction trades. Until then, every blank in brackets — [...] — is a placeholder, and every number is a working assumption to be confirmed.*

*Contractor licensing is **county- and city-specific in Missouri**. Some Missouri counties and municipalities require local registration before any contracting work is performed; others do not. The Member shall confirm local requirements for each jurisdiction in which the Company performs work, before that work begins.*

Preamble — Honest Hands

This Limited Liability Company is being formed in the open and on purpose. Its purpose is honest contracting work in the State of Missouri: small-scale residential and light-commercial construction, remodeling, repair, and finish trades, performed by the Member and by tradespeople the Member directly engages. The Company is named

“JDBuilders” — Johnathon’s initials, the trade plainly stated — because there is nothing to hide and a great deal to write down.

The work is intended to be local. It is intended to be paid for honestly, taxed honestly, and warranted honestly. Where the work is funded in part from the Member’s separate digital-asset holdings (through SkyMining LLC or otherwise), the funding shall be passed through clearly so that the Company’s own books reflect cash, sweat, and materials in plain dollars. The Long Bet of the broader project is the soil; this Company is the patch of land that gets worked.

Article I — Formation

Section 1.01 • Name. The name of the limited liability company is **JDBuilders LLC** (the “Company”).

Section 1.02 • State of Formation. The Company is organized as a domestic limited liability company under the **Missouri Limited Liability Company Act**, R.S.Mo. Chapter 347 (the “Act”), by the filing of Articles of Organization with the Office of the Missouri Secretary of State.

Section 1.03 • Date of Formation. The Company shall come into existence on the date the Missouri Secretary of State accepts the Articles of Organization for filing (the “Effective Date”): [to be filled at filing].

Section 1.04 • Principal Office. The principal office and mailing address of the Company is [Missouri principal office street address]. The principal office may be changed from time to time by written resolution of the Member, with appropriate update filings made with the Missouri Secretary of State and the Missouri Department of Revenue.

Section 1.05 • Registered Agent. The registered agent for service of process in Missouri is [registered agent name and Missouri street address]. The registered agent may be changed by filing a Statement of Change with the Missouri Secretary of State. The registered agent shall not be a Post Office box.

Section 1.06 • Term. The Company shall have **perpetual existence** unless dissolved as provided in Article XI of this Agreement or by operation of law.

Section 1.07 · Operations Limited to Missouri. The Company is formed to perform contracting and construction services only within the State of Missouri. The Company shall not perform contracting work in any other state without (a) a written resolution of the Member; (b) registration as a foreign LLC in that state, where required; and © compliance with that state’s contractor-licensing and tax obligations.

Article II — Purpose and Scope

Section 2.01 · General Purpose. The Company is formed to engage in any lawful business permitted under the Act.

Section 2.02 · Specific Purposes. Without limiting the foregoing, the Company is specifically formed to:

1. Perform residential and light-commercial construction, remodeling, repair, finish work, painting, drywall, framing, flooring, roofing repair, and other building trades within the State of Missouri;
2. Enter into written construction contracts with property owners, general contractors, or other principals;
3. Engage subcontractors and tradespeople under written agreements that include scope, schedule, payment terms, lien-release protocols, and insurance requirements;
4. Purchase, hold, and use tools, equipment, and a service vehicle in the Company’s name;
5. Maintain a written safety and workmanship policy;
6. Receive payment from clients in United States Dollars and, where the parties expressly agree in writing, in stablecoin (USDC) priced to the contract day; and
7. Engage in any and all incidental activities reasonably necessary to the foregoing.

Section 2.03 · Activities Expressly Excluded. The Company shall not, without a separately adopted written resolution of the Member:

1. Perform any work classified by Missouri statute or by the ordinances of the local jurisdiction as requiring a license the Company or its tradespeople do not hold (electrical, plumbing, HVAC, asbestos, lead, and mold abatement are typical examples — local rules vary);

2. Hold itself out as a general contractor on a project for which the local jurisdiction requires general-contractor registration that the Company does not hold;
3. File or pursue a mechanic's lien except in strict compliance with R.S.Mo. Chapter 429 and only after written advice from counsel; or
4. Borrow funds in excess of [initial debt ceiling, e.g. \$25,000] in aggregate principal at any time outstanding.

Section 2.04 • Honest-Hands Standard. All decisions of the Company shall be made with reference to the **Honest-Hands Standard**: that is, the work shall be done as if the Member's own family were going to live in the room afterwards, paid for as if every receipt were going to be reviewed in daylight, and warranted as if the Member's name were on the door — because it is.

Article III — Member and Capital

Section 3.01 • Sole Member. The sole member of the Company (the “Member”) is:

Johnathon Drew Bias [Member's mailing address]

Section 3.02 • Initial Capital Contribution. As the Initial Capital Contribution to the Company, the Member shall contribute the assets described on **Schedule A** attached hereto and incorporated herein. Schedule A reflects:

1. An opening cash contribution of [\$ amount, e.g. \$5,000] for filing fees, initial insurance premiums, the first vehicle payment or down payment, and an initial tool budget; and
2. Such tools, equipment, and rolling stock as the Member may contribute on or before the **First Job Date** (defined below), each itemised on Schedule A by description, condition, and the Member's good-faith determination of fair market value as of the date of contribution.

Section 3.03 • First Job Date. The “First Job Date” is the earliest of (a) the date the Company opens its first banking relationship in the Company's legal name; (b) the date the Company binds its first general-liability insurance policy; or © the date the Company first executes a written contract with a client. All Initial Capital Contributions shall be itemised on Schedule A no later than thirty (30) days after the First Job Date.

Section 3.04 · Capital from SkyMining LLC. The Company may accept capital contributions from **SkyMining LLC**, an Arizona LLC of which the Member is also the sole member, where the Member documents the contribution by written resolution and where the contribution is recorded as either (a) a member contribution (treating SkyMining LLC as an additional member, which would require an amendment to this Agreement) or, more typically, (b) a contribution by the Member personally, after a documented distribution from SkyMining LLC to the Member. **Option (b) is the default.** The Member shall not commingle SkyMining LLC's operating accounts with the Company's operating accounts.

Section 3.05 · Additional Capital Contributions. The Member may, but is not required to, make Additional Capital Contributions from time to time. Each Additional Capital Contribution shall be recorded in **Schedule B** with the same level of detail as Schedule A.

Section 3.06 · Member's Capital Account. A capital account shall be maintained for the Member in accordance with U.S. Treasury Regulation Section 1.704-1(b)(2)(iv), as if such regulation applied to a single-member entity, and shall be increased by capital contributions and allocated profits and decreased by distributions and allocated losses.

Article IV — Management

Section 4.01 · Member-Managed. The Company shall be **managed by its Member**. There shall be no managers separate from the Member.

Section 4.02 · Authority of the Member. The Member shall have full and exclusive authority to manage and conduct the business of the Company, including without limitation: opening and closing bank accounts; entering into client contracts and subcontractor agreements; hiring and dismissing professionals (legal, tax, insurance, bookkeeping); signing tax returns and information returns; and executing instruments of transfer for any Company asset.

Section 4.03 · Standard of Care. The Member shall discharge his duties with the care that a person in a like position would reasonably exercise under similar circumstances, and in a manner the Member reasonably believes to be in the best interests of the Company, applying the Honest-Hands Standard set forth in Section 2.04.

Section 4.04 · Designated Successor in the Event of Incapacity or Death. Upon the death or legal incapacity of the Member, the **Designated Successor** named on Schedule C shall act as custodian-in-fact of the Company until membership interests pass to the Member’s estate, trust, or designated transferee in accordance with Article X. The Designated Successor shall have only those powers necessary to (i) close out open jobs in progress with appropriate releases; (ii) preserve the Company’s records, tools, and rolling stock; and (iii) cooperate with the Member’s executor, successor trustee, or attorney-in-fact.

Section 4.05 · Records to Be Maintained. The Company shall maintain at its principal office, or at a documented secure location:

1. The Articles of Organization and any amendments thereto;
2. This Operating Agreement and any amendments thereto;
3. The Company’s Employer Identification Number (“EIN”) confirmation letter from the Internal Revenue Service;
4. Schedules A, B, C, D, and E, kept current;
5. The Company’s annual federal and Missouri state tax filings;
6. Copies of all client contracts and change orders, kept for at least the longer of (a) six (6) years from final payment or (b) the limitations period for breach of contract or construction defect claims under Missouri law;
7. Certificates of insurance for general liability, workers’ compensation (where applicable), and vehicle insurance;
8. Subcontractor agreements and W-9 forms;
9. Lien waivers received and lien waivers issued; and
10. The Company’s written safety and workmanship policy.

Article V — Tax Status and Allocations

Section 5.01 · Default Federal Tax Classification. The Company, as a single-member limited liability company, shall be treated as a **disregarded entity** for United States federal income tax purposes unless and until the Member elects otherwise on Internal Revenue Service Form 8832 or Form 2553. Construction income shall be reported on the Member’s individual federal income tax return on Schedule C.

Section 5.02 · Election to Be Taxed as an S Corporation. The Member reserves the right, after consultation with a Certified Public Accountant, to elect S-corporation status for the Company by timely filing of Form 2553. If such election is made, the Member shall pay himself reasonable compensation as a W-2 employee of the Company in accordance with Internal Revenue Service guidance.

Section 5.03 · Missouri State Tax. The Company shall comply with all applicable Missouri Department of Revenue requirements, including without limitation registration for sales/use tax where required by the Company's activities, and withholding tax registration if and when the Company first hires W-2 employees.

Section 5.04 · Local Business Licenses. The Company shall obtain any business license, contractor registration, occupational license, or local tax registration required by the city, town, village, or county in which the Company performs work, before that work begins. A current list of such licenses shall be kept on **Schedule E**.

Article VI — Distributions

Section 6.01 · Discretionary Distributions. Distributions of cash to the Member shall be made at such times and in such amounts as the Member shall determine, subject to (a) Section 6.02, (b) Section 6.03, and © any solvency restrictions imposed by the Act.

Section 6.02 · Tax Distributions. Notwithstanding Section 6.01, the Company shall, to the extent of available cash, make distributions to the Member in amounts reasonably estimated to enable the Member to pay federal and state income taxes attributable to the income of the Company. Such distributions shall be made no less frequently than quarterly to align with estimated-tax payment dates.

Section 6.03 · Job-Float Reserve. The Company shall, at all times during which it has any open job in progress, retain in its operating cash account a **Job-Float Reserve** equal to the greater of (a) one-third ($\frac{1}{3}$) of the unbilled labor and material exposure on all open jobs, or (b) [\$5,000]. The Job-Float Reserve protects the Company against unexpected material price changes, slow client payment, and warranty work, and shall not be distributed to the Member until each underlying job is closed out and final payment received.

Section 6.04 · No Guaranteed Return. No distribution to the Member shall be construed as a guaranteed return on, or of, the Member's Capital Contribution.

Article VII — Books, Records, Insurance, and Banking

Section 7.01 • Fiscal Year. The Company's fiscal year shall be the calendar year unless and until changed by written resolution of the Member, with appropriate filings made with the Internal Revenue Service.

Section 7.02 • Method of Accounting. The Company shall maintain its books and records on the **cash method** of accounting unless otherwise required by law or recommended in writing by the Company's Certified Public Accountant.

Section 7.03 • Banking. The Company shall maintain its operating cash with one or more United States chartered banks or credit unions identified on Schedule D. The Member shall use Company funds only to pay Company obligations and to make distributions properly authorized hereunder. The Member shall not commingle Company funds with personal funds or with the funds of SkyMining LLC.

Section 7.04 • Insurance. Before the First Job Date and at all times thereafter while the Company is operating, the Company shall maintain in force, at minimum:

1. **Commercial general liability** insurance with a per-occurrence limit of not less than [\$1,000,000] and an aggregate limit of not less than [\$2,000,000] ;
2. **Commercial vehicle** insurance on each vehicle owned or leased by the Company and used in the trade;
3. **Workers' compensation** insurance for any W-2 employee, in accordance with Missouri Department of Labor and Industrial Relations requirements; and
4. **Inland marine / tools-and-equipment** insurance on tools stored in vehicles or on jobsites, where premium and exposure justify.

A current certificate of insurance for each policy shall be kept in the Company's records.

Section 7.05 • Missouri Annual Report (None Required). As Missouri does not require annual reports for domestic LLCs, the Member shall, in lieu of an annual report, prepare and place in the Company's records each calendar year an **Annual Affirmation** stating: (i) that the Company remains in existence; (ii) the Company's principal office address; (iii) the Company's registered agent; (iv) any change in the

Member's address; (v) the year-end balance of the Company's capital account; and (vi) a list of any new local business licenses obtained during the year.

Article VIII — Liens, Subcontracts, and Client Contracts

Section 8.01 • Written Contracts Required. The Company shall not perform construction work for any client on the basis of an oral agreement, except for emergency repair work where the value of the work is reasonably expected to be less than [\$1,000], and in all such cases a written confirmation shall be issued to the client within seventy-two (72) hours of completion.

Section 8.02 • Required Contract Provisions. Each client contract shall, at a minimum, set forth: (i) the scope of work; (ii) the address and legal description of the property; (iii) the contract price and payment schedule; (iv) the start and projected completion dates; (v) change-order procedure; (vi) warranty terms; (vii) insurance and indemnification; (viii) lien-rights disclosures required by Missouri law; and (ix) a written acknowledgement of the Honest-Hands Standard.

Section 8.03 • Subcontractor Agreements. Each subcontractor shall execute a written subcontract that includes (i) scope and schedule; (ii) payment terms tied to the Company's receipt of payment from the principal where lawful; (iii) insurance requirements at least equal to the Company's; (iv) lien-waiver delivery as a condition of progress payments; and (v) a Form W-9.

Section 8.04 • Mechanic's Liens (R.S.Mo. Chapter 429). The Company shall not file a mechanic's lien except in strict compliance with R.S.Mo. Chapter 429 and only after written advice from counsel. No lien shall be filed against any property on which the Company did not, in fact, supply labor or materials. The Member acknowledges that a wrongfully filed lien exposes the Company and the Member to slander-of-title liability and to recovery of attorneys' fees by the prevailing party.

Section 8.05 • Lien Waivers. The Company shall, on each progress and final payment, deliver a properly executed lien waiver in the form required by Missouri practice and shall, on each progress and final payment to a subcontractor, require a properly executed subcontractor lien waiver.

Article IX — Liability, Privacy, and Indemnification

Section 9.01 • Limitation on Member Liability. The Member shall not be personally liable for any debts, obligations, or liabilities of the Company solely by reason of being the Member, except as otherwise required by the Act or by separate written guaranty.

Section 9.02 • Indemnification. The Company shall indemnify the Member, to the fullest extent permitted by the Act, against any loss, liability, damage, or expense (including reasonable attorneys' fees) incurred by the Member by reason of any act or omission performed by the Member in good faith on behalf of the Company and in a manner consistent with the standard of care set forth in Section 4.03.

Section 9.03 • Exclusions. No indemnification shall be provided for any loss, liability, damage, or expense arising out of fraud, willful misconduct, willful violation of building or licensing law, or any knowing breach of a client contract.

Section 9.04 • Confidentiality. Personal identifying information of the Member or of the Member's family appearing in the Company's records shall be treated as confidential. Client information, including unpublished plans and pricing, shall be treated as the client's confidential information.

Article X — Transfer of Membership Interest

Section 10.01 • Lifetime Transfers. The Member may transfer all or any portion of his membership interest only with his own written consent, provided that any transferee shall hold the interest subject to the terms of this Agreement and any successor agreement.

Section 10.02 • Transfer to a Trust. The Member may, at any time, transfer all or any portion of his membership interest to a revocable living trust of which the Member is settlor; such transfer shall not by itself be deemed a change in control of the Company. The Member's family revocable living trust, when established (see Volume Six of the Crypto Recovery Manual), is the intended ultimate holder of this membership interest.

Section 10.03 • Transfer at Death. Upon the Member's death, the Member's membership interest shall pass in accordance with (a) the Member's revocable living trust, if then in existence and funded to receive the interest; or, if not, (b) the Member's

last will and testament; or, in the absence of either, © the Missouri intestate succession statutes.

Section 10.04 · Continuation of the Company. The death, incapacity, bankruptcy, or dissolution of the Member shall not by itself dissolve the Company. The Designated Successor (Section 4.04) shall close out open jobs and preserve the Company's records, tools, and rolling stock pending admission of the successor member.

Article XI — Dissolution

Section 11.01 · Events of Dissolution. The Company shall be dissolved only upon the earlier of (i) a written resolution of the Member electing to dissolve; or (ii) the entry of a decree of judicial dissolution under the Act.

Section 11.02 · Winding Up. Upon dissolution, the Member shall wind up the affairs of the Company, including (a) closing out or transferring open jobs with appropriate lien releases; (b) liquidation of tools, equipment, and rolling stock or in-kind distribution to the Member or the Member's successor in interest; © payment of, or provision for, the Company's liabilities; (d) preparation and filing of all final tax returns; and (e) filing of Articles of Termination with the Missouri Secretary of State.

Article XII — Miscellaneous

Section 12.01 · Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict-of-laws principles.

Section 12.02 · Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 12.03 · Amendment. This Agreement may be amended only by a writing signed and dated by the Member. Each amendment shall be appended to this Agreement and a fresh, fully restated copy shall be placed in the Company's records.

Section 12.04 · Entire Agreement. This Agreement, together with the Articles of Organization and the Schedules attached hereto, constitutes the entire agreement of

the Member with respect to the Company and supersedes all prior understandings.

Section 12.05 · Honest-Hands Reaffirmation. Notwithstanding any other provision of this Agreement, the Member reaffirms that the purpose of the Company is, and shall remain, to do honest work in the State of Missouri, paid for honestly and warranted honestly, in service of the Member’s family and of the households the Company serves.

Signature Block

To be signed only after Missouri-licensed attorney review and CPA review.

| Member | |
|------------|-----------------------------|
| Signature | _____ |
| Print name | Johnathon Drew Bias |
| Title | Sole Member, JDBuilders LLC |
| Date | _____ |

| Witness (optional in Missouri; recommended) | |
|---|-------|
| Signature | _____ |
| Print name | _____ |
| Date | _____ |

| Notary acknowledgment (optional in Missouri; recommended) | |
|---|-------|
| State of | _____ |
| County of | _____ |
| Notary signature | _____ |
| Commission expires | _____ |

Schedule A – Initial Capital Contribution

| # | Item | Description | Condition | Quantity | FMV (USD) |
|---|---|--------------------------------|----------------|----------|-------------|
| 1 | Opening cash | Operating cash to bank account | n/a | n/a | \$ _____ |
| 2 | Tools – hand tools | [list] | [used / new] | [#] | \$ _____ |
| 3 | Tools – power tools | [list] | [used / new] | [#] | \$ _____ |
| 4 | Vehicle | [year / make / model / VIN] | [] | 1 | \$ _____ |
| 5 | Other | [] | [] | [] | \$ _____ |
| | Total Initial Capital Contribution | | | | \$ _____ |

Schedule B – Additional Capital Contributions

| Date | Description | Quantity / amount | USD fair market value | Notes |
|------|-------------|-------------------|-----------------------|-------|
| | | | | |

Schedule C – Designated Successor and Emergency Custodian

| Role | Person | Address | Phone | Notes |
|---|-------------|----------------|--------------|---|
| Designated Successor (Section 4.04) | [name] | [address] | [phone] | Limited authority to close out open jobs, preserve records, tools, and rolling stock pending admission of the successor member. |
| Emergency Custodian – physical records | [name] | [address] | [phone] | |
| Emergency Custodian – vehicles & tools | [name] | [address] | [phone] | Holds spare keys; knows location of locked storage. |

Schedule D – Banking and Insurance Counterparties

| Counterparty | Type | Account holder name | Date opened | Notes |
|-----------------------------|---------------------------------|---------------------|-------------|---|
| [bank or credit union] | Operating cash | JDBuilders LLC | [date] | EIN required to open. |
| [insurance carrier] | Commercial general liability | JDBuilders LLC | [date] | 1M/2M minimum (working baseline). |
| [insurance carrier] | Commercial vehicle | JDBuilders LLC | [date] | Per-vehicle. |
| [insurance carrier] | Workers' compensation | JDBuilders LLC | [date] | Required upon first W-2 employee. |
| [insurance carrier] | Inland marine / tools | JDBuilders LLC | [date] | Where premium/exposure justifies. |

Schedule E — Local Business Licenses and Registrations

Missouri does not have a general statewide contractor license. Most regulation is local. Confirm and update annually.

| Jurisdiction | Type of registration | Number | Issued | Expires | Notes |
|--------------------------|---|--------|----------|----------|-------|
| [city / town / county] | [business license / contractor registration / occupational] | [#] | [date] | [date] | |
| | | | | | |

Schedule F — Plain-English Summary (for the Member)

This document, in plain words, says:

- 1. The Company is yours.** You are the sole member. Nobody else has any ownership unless you put it in writing later.
- 2. The Company is in Missouri.** It is a domestic Missouri LLC. It does Missouri jobs only, until and unless you decide otherwise in writing.
- 3. The Company does honest work.** Residential and light-commercial. Written contracts. Real insurance. Real lien waivers in and out.
- 4. You are the manager.** You sign the contracts. You open the accounts. You file the tax returns. You answer the phone.
- 5. The IRS treats this as part of your personal tax return** by default (Schedule C), until and unless you elect S-corp on Form 2553.
- 6. You are protected from personal liability** for the Company's debts, as long as you do not commingle, do not commit fraud, and do not cut a corner that breaks Missouri building or licensing law.

7. **A reserve always stays in the bank.** Job-float reserve in Section 6.03. You do not pay yourself out below it.
 8. **Liens are sacred.** You only file one when you are owed for labor or materials you actually supplied, in strict compliance with R.S.Mo. Chapter 429, after counsel advises.
 9. **If something happens to you,** the Designated Successor on Schedule C closes out the open jobs and protects the tools and rolling stock while the trust or your estate takes over.
 10. **The Honest-Hands preamble is the soul of the document.** Every later decision should refer back to it.
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End of Operating Agreement, Draft v1, JDBuilders LLC.

Prepared with care by Manus, on Johnathon's instruction. Awaiting Missouri attorney and CPA review before signing.