## **INVESTMENT AGREEMENT**

**This Investment Agreement ("Agreement")** is made and entered into as of [Insert Date], by and between:

* **[Series Name], a Series of Mega Market Shop LLC**, a Series Limited Liability Company organized under the laws of the State of Delaware ("Company" or "Series");  
   and
* **[Investor Name]**, an individual or legal entity ("Investor").

### **1. Purpose**

The purpose of this Agreement is to formalize the Investor’s contribution of capital into the Company for the development, setup, and launch of one or more self-service coffee kiosks under the Manna Coffee brand, to be operated and managed by **Mega Market Shop LLC**, the Master LLC.

### **2. Investment Amount**

The Investor agrees to contribute capital in the amount of:  
 **$17,000 × [number of kiosks]**, broken down per kiosk as follows:

* **$12,000** allocated for the acquisition of a self-service coffee kiosk and related operational equipment;
* **$5,000** allocated toward the launch budget for that kiosk, including location scouting, lease setup, logistics, installation, consumables, and marketing.

This contribution shall be transferred directly into the designated bank account of the Series.

### **3. Issuance of Membership Interest**

In exchange for the investment amount, the Investor shall receive **100% membership interest** in the Series, subject to the terms of this Agreement and the Series Operating Agreement, until such time as the equity option defined in the Option Agreement is executed.

### **4. Use of Funds**

The Company agrees to use the investment funds solely in accordance with the business purpose defined in this Agreement. No portion of the funds shall be used outside the pre-approved business scope or delegated budget structure managed by Master LLC.

### **5. Series Management**

All management and operational responsibilities shall be delegated to **Mega Market Shop LLC**, the Master LLC, under a separate **Management & Operations Agreement**, signed concurrently.

The Investor will not participate in day-to-day management decisions, operations, staffing, leasing, marketing, or equipment purchases.

### **6. Reporting & Transparency**

The Series, through Master LLC, shall provide the Investor with:

* Monthly profit & loss statements (P&L);
* Access to Zoho CRM dashboard;
* Notifications regarding kiosk activation, performance, and any distributions.

### **7. Return of Investment & Equity Option**

Once the total amount of the Investor’s initial contribution is returned (via profit distributions or asset reinvestment at a $17,000 per-kiosk basis), a separate **Option Agreement** shall be activated, transferring **50% equity** in the Series to Master LLC for **$1**.

If the total investment is not returned within **24 months**, Master LLC shall contribute the outstanding balance, plus **12% annualized interest on the shortfall**, to complete the capital return and trigger the option transfer.

### **8. Investor Exit Option**

The Investor retains the right to terminate this Agreement and withdraw from the Series at any time, along with all assets legally owned by the Series and associated with their contribution.

In such case, compensation shall be paid to Master LLC, calculated as:

* **3× the amount of capital already returned to the Investor**, but **not less than $2,000** in total.

This shall be treated as a final management exit fee.

### **9. Confidentiality**

Both parties agree to maintain strict confidentiality of all business, financial, operational, and strategic information related to this investment and Series operations.

### **10. Governing Law & Dispute Resolution**

This Agreement shall be governed by and interpreted under the laws of the State of **Delaware**. Any disputes arising from this Agreement shall be resolved via binding arbitration in **Wilmington, Delaware**.

### **11. Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**For the Series LLC** Name: [Series Name]  
 By: Olena Ilchenko  
 Title: President, Mega Market Shop LLC (Managing Member)  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Investor** Name: [Investor Full Name]  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **Attachments:**

* **Exhibit A**: Investment Use Schedule by Kiosk
* **Exhibit B**: Bank Wire Instructions
* **Exhibit C**: Investor Compliance Checklist

## **Exhibit A – Investment Use Schedule by Kiosk**

**Purpose:** Define how the $17,000 investment per kiosk is allocated and may scale with additional kiosks.

### **INVESTMENT USE SCHEDULE PER KIOSK**

| **Category** | **Amount (USD)** |
| --- | --- |
| Equipment: Self-service coffee unit (including refrigeration, payment system, branding) | $12,000 |
| Setup Budget (per kiosk): |  |
| – Location scouting & lease deposit | $1,500 |
| – Delivery & installation | $800 |
| – Initial consumables (coffee, cups, packaging) | $1000 |
| – Marketing (initial promo) | $800 |
| – Legal, CRM onboarding, signage | $900 |
| **TOTAL per kiosk** | **$17,000** |

**Note:** For multiple kiosks, this structure scales proportionally (e.g., 3 kiosks = $51,000). All kiosk acquisitions and launches must be approved in advance and documented within Zoho CRM.

## **Exhibit B – Wire Instructions for Capital Contribution**

**Purpose:** Provide Series LLC bank account details for investor’s wire transfer.

### **WIRE TRANSFER INSTRUCTIONS**

**Bank Name:** [Insert Bank Name]  
 **Bank Address:** [Insert Bank Address]  
 **Account Holder:** [Full legal name of Series LLC]  
 **Routing Number:** [Insert ABA Routing Number]  
 **Account Number:** [Insert Account Number]  
 **SWIFT Code:** [Insert if international]  
 **Bank Contact (if needed):** [Insert contact info or "n/a"]

**Reference:** [Investor Last Name] – [Series Name] – Investment Contribution

**Important:** Investor must notify Series LLC or Master LLC immediately upon sending funds and provide payment confirmation for proper crediting.

## **📎 Exhibit C – Investor Compliance Checklist**

**Purpose:** Ensure all required investor information and compliance materials are submitted.

### **INVESTOR COMPLIANCE CHECKLIST**

| **Requirement** | **Status / Notes** |
| --- | --- |
| Valid Government-Issued ID / Passport | [✔] Submitted / [ ] Pending |
| Proof of address (utility bill / bank statement) | [✔] Submitted / [ ] Pending |
| Completed and signed Investment Agreement | [✔] Yes / [ ] No |
| Signed W-8BEN (for non-U.S. investors) | [✔] Yes / [ ] No |
| Wire transfer confirmation for investment funds | [✔] Yes / [ ] No |
| Agreement to Option Terms (initialed in Agreement) | [✔] Yes / [ ] No |
| CRM access credentials issued (Zoho system) | [✔] Yes / [ ] No |
| AML/KYC review (if applicable) | [✔] Completed / [ ] In process |
| Accredited Investor declaration (if required) | [✔] N/A / [ ] Submitted |

**To be completed and approved by:** **[Series Name] Manager** (via Mega Market Shop LLC)  
 Name: Olena Ilchenko  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **MANAGEMENT & OPERATIONS AGREEMENT**

**This Management & Operations Agreement ("Agreement")** is made and entered into as of [Insert Date], by and between:

* **[Series Name], a Series of Mega Market Shop LLC**, a Series Limited Liability Company organized under the laws of the State of Delaware ("Company" or "Series");  
   and
* **Mega Market Shop LLC**, a Delaware limited liability company with its principal place of business at 1007 N Orange St. 4th Floor, Ste 1382, Wilmington, Delaware 19801, acting as the Managing Entity ("Manager" or "Master LLC").

## **1. Appointment of Manager**

The Series hereby appoints **Mega Market Shop LLC** as its exclusive Manager for a fixed term of **twenty-four (24) months** beginning on the kiosk activation date, and grants it full authority to operate, manage, and optimize the business activities of the Series in accordance with this Agreement and the Series Operating Agreement.

## **2. Scope of Services**

Manager shall be responsible for:

* Acquisition and deployment of the self-service coffee kiosk(s);
* Lease negotiation and site setup;
* Equipment installation and configuration;
* Staff onboarding (if any) and supplier coordination;
* Budget execution and expense control;
* Marketing, promotions, and customer engagement;
* Financial reporting, tax-related compliance, and performance tracking via Zoho CRM;
* Monthly P&L reports and dashboard access to the Investor.

## **3. Management Compensation**

### **a) Setup Fee**

Manager shall receive a **Setup Fee equal to 3%** of the total investment amount contributed to the Series by the Investor.  
 This fee is payable once, upon activation of the kiosk(s).

### **b) Monthly Profit Share**

Manager shall be entitled to **25% of the Net Profit** of the Series, calculated monthly.

* “Net Profit” means gross revenue less all direct and indirect operating costs, including but not limited to rent, consumables, logistics, platform fees, marketing, and maintenance.
* Taxes and depreciation are not deducted in the Net Profit definition.

## **4. Term and Expiration of Fees**

* The above management compensation shall apply strictly for **24 months** from kiosk launch.
* Upon completion of 24 months, if the equity option has been triggered (see Option Agreement), **all Management and Setup Fees shall permanently cease**, and governance will proceed as equity partners under the Series Operating Agreement.

## **5. Investor Non-Interference Clause**

Investor shall have no involvement in daily operational, financial, or logistical decision-making. All authority resides with the Manager, except in the event of fraud, mismanagement, or breach of fiduciary duty.

## **6. Reporting & Transparency**

Manager agrees to:

* Maintain real-time financial and operational data in Zoho CRM;
* Deliver monthly profit reports by the 15th day of the following month;
* Issue capital return tracking dashboards accessible to the Investor.

## **7. Banking & Fund Access**

* Manager shall operate and control the bank account of the Series.
* Series assets, including banking, CRM, contracts, and inventory, shall be accessible only by the Manager and disclosed to the Investor on request.

## **8. Termination**

This Agreement may only be terminated prior to the 24-month period under the following conditions:

* Mutual agreement by both parties;
* Investor invokes their right to exit under Section 8 of the Investment Agreement;
* Material breach of fiduciary duties by the Manager, proven and not remedied within 30 days of written notice.

If the Agreement is terminated early for any reason other than breach by Manager, the Manager shall retain the Setup Fee and receive the **greater of:**

* 3× the amount of capital returned to the Investor,
* or a minimum exit compensation of **$2,000**.

## **9. Confidentiality**

All information exchanged or accessed under this Agreement shall be treated as strictly confidential and used solely for purposes of executing and managing Series operations.

## **10. Governing Law**

This Agreement shall be governed under the laws of the **State of Delaware**. Any dispute shall be resolved via binding arbitration in **Wilmington, DE**.

## **11. Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**For the Series LLC** Name: [Series Name]  
 By: [Investor Name]  
 Title: Sole Member (until Option)  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Manager (Master LLC)** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **OPTION AGREEMENT (Equity Trigger Agreement)**

**This Option Agreement ("Agreement")** is entered into as of [Insert Date], by and between:

* **[Series Name], a Series of Mega Market Shop LLC**, a Series Limited Liability Company organized under the laws of the State of Delaware ("Company" or "Series");  
   and
* **Mega Market Shop LLC**, a Delaware limited liability company, with legal address at 1007 N Orange St. 4th Floor, Ste 1382, Wilmington, DE 19801, ("Master" or "Optionee").

## **1. Grant of Option**

The Series hereby grants to the Optionee the exclusive right and option (the "Option") to acquire **fifty percent (50%)** membership interest in the Series for a nominal payment of **One U.S. Dollar ($1)**, subject to the conditions defined in this Agreement.

## **2. Triggering Conditions**

The Option may be exercised by the Optionee upon the occurrence of **either** of the following:

### **(a) Full Return of Investment**

The Investor has received 100% of their original contribution to the Series (as defined in the Investment Agreement), either through:

* profit distributions,
* payments to affiliated entities (such as owned contractors),
* or reinvestment into new kiosks at a standardized $17,000/kiosk basis.

OR

### **(b) End of 24-Month Term with Capital Gap**

If 24 months have passed since the initial kiosk activation and the Investor has not yet received full capital return, the Optionee may still exercise the Option **by contributing the shortfall**, including:

* The remaining amount of capital required to complete full return;
* Plus **12% annualized simple interest** on the unpaid balance, calculated from the date of original investment to the 24-month deadline.

## **3. Exercise Procedure**

The Optionee may exercise this Option by:

* Delivering a signed **Certificate of Capital Return**;
* Remitting any applicable shortfall payment to the Series account;
* Executing the **Membership Transfer Agreement** for 50% equity;
* Paying the symbolic $1 consideration.

## **4. Effect of Exercise**

Upon Option exercise:

* The Optionee shall receive **50% membership interest** in the Series;
* The Series shall update its Operating Agreement to reflect a new 50/50 ownership structure;
* The Manager (Master LLC) shall continue operations without receiving Setup or Management Fees, acting as an equity co-owner.

## **5. Termination of Option**

This Option shall automatically expire if:

* Master LLC refuses or fails to execute the Option within **90 days after meeting trigger conditions**;
* Series is dissolved or merged;
* Mutual agreement by the Investor and the Optionee to cancel this right.

## **6. No Equity Until Exercise**

The Optionee acknowledges that no equity or membership rights shall exist in the Series until the Option is formally exercised and the Membership Transfer Agreement is executed.

## **7. Governing Law**

This Agreement shall be governed by the laws of the **State of Delaware**, with any dispute subject to resolution by binding arbitration in **Wilmington, DE**.

## **8. Signatures**

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first above written.

**For the Series LLC** Name: [Series Name]  
 By: [Investor Name]  
 Title: Sole Member  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Master LLC** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **ASSET CONTROL AUTHORIZATION AGREEMENT**

**This Asset Control Authorization ("Agreement")** is made and entered into as of [Insert Date], by and between:

* **[Series Name], a Series of Mega Market Shop LLC**, a Delaware Series Limited Liability Company ("Company" or "Series");  
   and
* **Mega Market Shop LLC**, a Delaware limited liability company, acting as the operational Manager ("Master" or "Manager").

## **1. Purpose**

This Agreement authorizes the Manager to assume full operational control of all active and prospective assets of the Series, exclusively for the purpose of launching and operating one or more Manna Coffee self-service kiosks under the terms defined in the Investment and Management Agreements.

## **2. Authorized Assets**

The following categories of assets are included:

### **(a) Bank Accounts**

* The Manager shall have authority to access, manage, and execute transactions on all bank accounts registered under the Series;
* The Series account may be under joint signature or full operational delegation to the Manager.

### **(b) Operational Equipment**

* Coffee kiosks (hardware, screens, sensors, refrigeration units);
* Branding and signage;
* Furniture, fixtures, display units.

### **(c) Digital Infrastructure**

* Access and control over CRM systems (Zoho);
* Supplier and logistics dashboards;
* Contract management platforms, if applicable.

### **(d) Lease and Location Agreements**

* Authority to negotiate, sign, and manage lease agreements on behalf of the Series;
* Maintain compliance with lease terms and landlord relations.

## **3. Budgetary Limits & Scope**

All expenditures, asset purchases, and leases must:

* Fall within the scope of the approved $17,000 per-kiosk investment structure;
* Be accounted for in Zoho CRM;
* Be traceable via monthly reporting to the Investor.

The Manager **shall not** use Series assets for any unrelated business activities or personal benefit.

## **4. Duration**

This authorization shall remain in effect until:

* The expiration of the 24-month management term;
* Or the successful exercise of the equity Option by Master LLC and transition to co-ownership status;
* Or earlier termination by mutual written agreement of both parties.

## **5. Revocation & Termination**

The Investor may not unilaterally revoke this authorization during the 24-month period except in cases of:

* Documented fraud or gross mismanagement;
* Breach of the Investment or Management Agreement;
* A court or arbitration decision in favor of revocation.

## **6. Legal Standing**

This authorization shall be deemed binding and enforceable under the laws of the State of **Delaware**, and shall be provided to banks, landlords, and service providers as required.

## **7. Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**For the Series LLC** Name: [Series Name]  
 By: [Investor Name]  
 Title: Sole Member  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Master LLC** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **CERTIFICATE OF CAPITAL RETURN**

**This Certificate of Capital Return ("Certificate")** is issued as of [Insert Date], by:

* **[Series Name], a Series of Mega Market Shop LLC**, a Delaware Series Limited Liability Company ("Company" or "Series");

to

* **Mega Market Shop LLC**, a Delaware limited liability company, acting as Manager and Optionee ("Master").

## **1. Purpose of Certificate**

This Certificate confirms that the conditions defined in the **Option Agreement** executed between the Series and the Master LLC have been met, thereby enabling the transfer of equity as stipulated therein.

## **2. Trigger Confirmation**

The undersigned parties hereby acknowledge that **one of the following conditions has been satisfied**:

### **[ ] a) Full Investment Return**

The Investor has received **100% of their capital investment**, totaling **$17,000 per kiosk**, via:

* Direct cash distributions;
* Approved payments to investor-affiliated vendors;
* Reinvestment into additional kiosks at a fixed $17,000 per unit value.

OR

### **[ ] b) Master Top-Up After 24 Months**

24 months have elapsed since kiosk activation, and Master LLC has:

* Paid the shortfall between returned capital and the original investment;
* Paid **12% annual simple interest** on the shortfall;
* Transferred funds into the Series bank account, as verified below.

**Shortfall amount (if applicable):** $\_\_\_\_\_\_\_\_\_\_  
 **Interest amount (12% annualized):** $\_\_\_\_\_\_\_\_\_\_  
 **Total Top-Up by Master:** $\_\_\_\_\_\_\_\_\_\_

## **3. Activation of Option**

By signing this Certificate, the Series confirms that:

* The **Option Agreement is now active** and fully enforceable;
* A **50% membership interest** in the Series is hereby granted to Mega Market Shop LLC, in exchange for the nominal consideration of **$1.00**.

## **4. Next Steps**

The following documents shall be executed immediately after this Certificate:

* **Membership Transfer Agreement** (document #6);
* **Updated Series Operating Agreement** (document #7);
* Internal CRM (Zoho) updates to reflect new ownership and management structure.

## **5. Signatures**

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date first written above.

**For the Series LLC** Name: [Series Name]  
 By: [Investor Name]  
 Title: Sole Member  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Master LLC** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **MEMBERSHIP INTEREST TRANSFER AGREEMENT**

**This Membership Interest Transfer Agreement ("Agreement")** is made and entered into as of [Insert Date], by and among:

* **[Investor Name]**, the sole and initial Member of **[Series Name], a Series of Mega Market Shop LLC**, a Delaware Series Limited Liability Company ("Transferor");

and

* **Mega Market Shop LLC**, a Delaware limited liability company with principal place of business at 1007 N Orange St., 4th Floor, Ste 1382, Wilmington, DE 19801 ("Transferee" or "Master").

## **1. Background**

WHEREAS, Transferor owns **100% membership interest** in [Series Name];  
 WHEREAS, the parties have previously entered into an **Option Agreement** dated [Insert Date];  
 WHEREAS, the conditions of said Option have been met and confirmed through the **Certificate of Capital Return** dated [Insert Date];  
 NOW, THEREFORE, the parties agree as follows:

## **2. Transfer of Membership Interest**

Transferor hereby **sells, assigns, and transfers 50% membership interest** in the Series to the Transferee for a total consideration of **One U.S. Dollar ($1.00)**, the sufficiency of which is hereby acknowledged.

## **3. Effectiveness of Transfer**

This transfer shall be effective immediately upon execution of this Agreement and shall be recorded in:

* The official **Series Operating Agreement** (updated accordingly);
* The internal Zoho CRM dashboard;
* All legal, banking, and tax-related records of the Series.

## **4. Rights of Transferee**

Upon execution, Transferee shall:

* Become a **50% Member** of the Series;
* Share in **all profits, losses, and distributions** of the Series from this date forward;
* Retain operational control as per the Management Agreement;
* Act as co-owner in accordance with the new Operating Agreement.

## **5. Release of Claims**

The Transferor and Transferee mutually waive and release any prior claims or rights related to the transferred interest, except those preserved under existing agreements (e.g., Investment Agreement, Option Agreement).

## **6. Governing Law**

This Agreement shall be governed by the laws of the **State of Delaware**, and all disputes shall be resolved in accordance with the arbitration clause of the Series Operating Agreement.

## **7. Entire Agreement**

This document constitutes the full and final agreement with respect to the transfer of membership interest and supersedes all prior oral or written discussions specific to the equity transfer.

## **8. Signatures**

IN WITNESS WHEREOF, the undersigned have executed this Membership Interest Transfer Agreement as of the date first written above.

**Transferor (Investor)** Name: [Investor Full Name]  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Transferee (Master LLC)** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **UPDATED SERIES OPERATING AGREEMENT**

**This Amended and Restated Operating Agreement ("Agreement")** is entered into as of [Insert Date], by and between the following Members of **[Series Name], a Series of Mega Market Shop LLC**, a Delaware Series Limited Liability Company ("Series"):

* **[Investor Name]** (“Investor”);
* **Mega Market Shop LLC**, a Delaware limited liability company, with principal office at 1007 N Orange St., 4th Floor, Ste 1382, Wilmington, Delaware 19801 (“Master LLC”).

Together, the “Members”.

## **1. Purpose of Amendment**

This Agreement replaces and supersedes any prior operating agreement of the Series. It reflects the implementation of the **Equity Option**, the transfer of ownership to 50/50, and the transition from fee-based management to co-ownership.

## **2. Ownership Structure**

The current Membership Interests in the Series are:

| **Member** | **Ownership %** |
| --- | --- |
| [Investor Name] | 50% |
| Mega Market Shop LLC | 50% |

Each Member shall share in profits, losses, and distributions **in proportion to their ownership percentage**, unless otherwise agreed in writing.

## **3. Capital Accounts & Contributions**

* Investor's contribution: $17,000 × [number of kiosks].
* Master LLC’s contribution: Intellectual property, management, platform, and top-up funding (if applicable under Option Agreement).
* No additional capital contributions are required unless approved unanimously by Members.

## **4. Management Structure**

* **Mega Market Shop LLC** shall remain the **Managing Member**, retaining exclusive authority to operate and manage all business, banking, contracting, and reporting functions of the Series.
* All major decisions (acquisition, sale, expansion, dissolution) require **majority vote (≥51%)**, with veto rights on fundamental changes to brand, business model, or jurisdiction.

## **5. Compensation of Managing Member**

* As of the effective date of this Agreement:  
  + All **Setup Fees and Management Fees are permanently discontinued**;
  + The Managing Member receives no additional compensation beyond its profit share;
  + Any additional services must be approved and compensated separately via written agreement.

## **6. Profit Distributions**

* Distributions shall occur on a **quarterly basis**, or more frequently if cash flow allows;
* Distributions shall be made proportionally (50/50), unless otherwise agreed;
* Retained earnings or reinvestment decisions must be jointly approved.

## **7. Transfer of Interests**

* No Member may transfer their interest without **written consent of the other**;
* In case of intent to sell to a third party, the other Member retains **first right of refusal**;
* Transfers to affiliated entities are allowed with notice.

## **8. Exit & Buyout Terms**

* If either Member wishes to exit, the other may acquire their interest at a valuation of **3× annualized net profit** (trailing 12 months), unless a higher value is offered by a third party;
* Full sale of the Series requires unanimous consent.

## **9. Accounting and Records**

* Books shall be maintained on a cash basis in Zoho CRM;
* Financial statements and tax filings shall be prepared annually;
* Each Member shall have the right to inspect all records with reasonable notice.

## **10. Dispute Resolution**

All disputes shall be resolved via **binding arbitration in Wilmington, Delaware**, in accordance with the rules set forth by the American Arbitration Association.

## **11. Miscellaneous**

* **Governing Law**: Delaware
* **Amendments**: Only by written agreement of both Members
* **Confidentiality**: All proprietary business information must remain private

## **12. Signatures**

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Operating Agreement as of the date first above written.

**Member** Name: [Investor Full Name]  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Member (Managing Member)** Name: Mega Market Shop LLC  
 By: Olena Ilchenko  
 Title: President  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MANNA SMART CORNER SALES AGREEMENT IN THE FORM OF AN OPEN OFFER (**[**https://manna.coffee/salesagreement**](https://manna.coffee/salesagreement)**)**

**1. Subject of the Agreement**

1.1. This Sales Agreement (hereinafter referred to as the "Agreement") is concluded between Manna Smart Retail, a Delaware INC with its principal place of business at 1007 N Orange St. 4th Floor Ste 1382 Wilmington DE 19801 (hereinafter referred to as the "Vendor") and the Buyer (hereinafter referred to as the "Buyer") to establish the terms and conditions for the purchase of MANNA CORNER and other equipment.

**2. Sale of Equipment**

2.1. The Vendor agrees to sell and the Buyer agrees to purchase MANNA CORNER for the sale of freshly roasted coffee and other beverages and/or food products. The equipment includes furniture, a touchscreen control module, a payment terminal, a scanner, a camera, a coffee machine, and a refrigerated or heated cabinet (hereinafter referred to as the "Equipment"). The quantity, as well as the complete set, is indicated in the invoice that the Vendor sends to the Buyer.

**3. Purchase Price**

3.1. The selling price of the equipment is indicated in the invoice that the Vendor sends to the Buyer. The Buyer must make a 100% prepayment within 3 days from the date of the invoice.

**4. Delivery**

4.1. The Vendor undertakes to ship the Equipment to the Buyer within 45 working days after receipt of full payment. Delivery will be made to the address specified by the Buyer. All costs associated with the delivery of the Equipment shall be borne by the Buyer unless otherwise agreed by the parties in a separate agreement.

4.2. In the event that the Vendor fails to deliver the Manna Corner or any related products within the agreed delivery timeframe, a penalty shall be applied. The penalty for late delivery will be calculated at a rate of 0.1% of the total order value for each day of delay, starting from the day after the agreed delivery date until the products are delivered, with a maximum cumulative penalty of 10% of the total order value.

**5. Warranty**

5.1. The Vendor guarantees that the Equipment is in good working condition and free from defects. The Vendor agrees to provide free warranty service or replacement of any part of the Equipment that has factory defects and was not damaged due to improper operation, provided that the Buyer informs the Vendor within 12 months after delivery.

**6. Disclaimer of Other Warranties**

6.1. Except as set forth in section 5 above, the vendor disclaims all warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

**7. Limitation of Liability**

7.1. The vendor shall not be liable to the buyer or any third party for any special, indirect, incidental, or consequential damages arising out of or in connection with this agreement, whether based on contract, tort, strict liability, or any other theory of liability.

**8. Governing Law**

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

**9. Entire Agreement**

9.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

**10. Other Conditions**

10.1. The edition of this Offer comes into force from the moment it is posted on the website [https://www.manna.coffee](https://www.manna.coffee/) and remains in effect until the Offer is revoked by the Vendor. The Vendor reserves the right to make changes to the terms of this Offer and/or revoke this Offer at any time at its discretion.

10.2. When the Vendor makes changes to this Offer, such changes come into force from the moment the modified text of the Offer is posted on the website [https://www.manna.coffee](https://www.manna.coffee/), unless another effective date is additionally specified there.

10.3. The Buyer agrees and acknowledges that making changes to this Offer entails making these changes to the Agreement concluded and effective between the Vendor and the Buyer, and these changes to the Agreement come into force simultaneously with such changes to the Offer.

10.4. The parties agree and confirm that the Buyer is not entitled to demand changes or termination of this Agreement.

**11. Acceptance and Entry into Force of the Agreement**

11.1. This Agreement is considered accepted and comes into force for the Buyer from the moment of payment of the invoice, which clearly indicates the Buyer's consent to the terms of this Agreement in accordance with the conditions set forth above. Signatures to this Agreement are not required for its entry into force, as the acceptance of the Offer is confirmed by the actual actions of the Buyer specified in this section.

11.2. Exceptions for Accepted Orders: Any changes made to the terms of the offer, as outlined in section 10, do not apply to orders that have already been accepted by the Buyer and are pending fulfillment by the Vendor. Such orders shall be completed in accordance with the terms in effect at the time of acceptance, or a full refund shall be issued within 7 days if it is not possible to fulfill the order under the previous terms.

**Bank Details:**

Beneficiary Name: Manna Smart Retail Inc.

Account Number: 754432154

Type of Account: Checking

Beneficiary Address: 1007 N Orange St. 4th Floor Ste 1382, Wilmington, DE, 19801

Zelle: hello@manna.coffee

**Receiving Bank:**

Bank Name: JPMorgan Chase Bank, NA

Routing Number for Direct Deposits and ACH Transactions: 083000137

Address: 2nd Floor, Tampa, FL 33610

Phone Number: (800) 542-2218

Routing Number for Wire Transfers: 021000021

**MANNA SMART CORNER LICENSING AGREEMENT IN THE FORM OF AN OPEN OFFER (**[**https://manna.coffee/licensingagreement**](https://manna.coffee/licensingagreement)**)**

This Agreement is entered into by Manna Smart Retail Inc, hereinafter referred to as the "Licensor", address: 1007 N Orange St. 4th Floor Ste 1382 Wilmington DE 19801, and the licensees, hereinafter referred to as the "Licensees", who accept the terms of this open offer by acceptance in accordance with the terms set forth below.

**1. Definitions and Terms**

For the purposes of this Agreement, the following definitions and terms apply:

**- MANNA CORNER** - smart retail equipment for the sale of natural coffee and other beverages and/or food previously purchased from Manna Smart Retail Inc. or specified suppliers.

**- "Open Offer"** - the Licensor's proposal addressed to an indefinite circle of persons to enter into a licensing agreement with him on the terms specified below.

**- "Software" - computer software provided to Licensees for use in MANNA CORNER.**

**- "Merchant Acquiring Service"** - a financial service that allows Licensees to accept payments from customers via bank cards through a payment terminal installed in MANNA CORNER, provided by the Licensor as a vendor of payment systems.

**- "Goods"** - products and consumables intended for sale through MANNA CORNER.

**- "Service Support"** - services for the maintenance and support of MANNA CORNER provided by the Licensor or authorized third parties.

**2. Subject of the Agreement**

The Licensor grants the Licensee a non-exclusive license to use the Software, Trademarks, and the Manna Coffee brand, and also undertakes to supply Goods, Merchant Acquiring Services, and provide Service Support in accordance with the terms of this Agreement.

**3. Compliance with Laws**

Both parties agree to comply with all applicable federal, state, and local laws, ordinances, regulations, and codes that are relevant to the performance of their respective obligations under this Agreement.

**4. Rights and Obligations of the Licensor**

The Licensor undertakes to:

- Provide the Licensee access to the Software.

- Supply Goods in accordance with agreements.

- Provide the Merchant Acquiring Service.

- Provide Service Support to maintain MANNA CORNER in working order.

- Ensure the use of Trademarks and brands in accordance with applicable law and this Agreement.

- Provide access to umbrella rates of services necessary for the proper functioning of MANNA CORNER, including but not limited to insurance and internet.

- Create competitive conditions for the purchase of Goods and work standards, including pricing for end consumers.

**5. Status of the Licensee**

The Licensee confirms that it is a separate legal entity or individual entrepreneur, completely independent. The Licensee acknowledges that neither party to this Agreement has the right or authority to act as an agent or representative of the other party or to bind the other party in any way except as expressly provided in this Agreement. Any actions taken by the Licensee in the course of its commercial activity are carried out exclusively on its behalf and at its risk.

**6. Limitation of Liability**

The Licensor shall not be liable to the Licensee or any third party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from the Licensee's access to or use of or inability to access or use the services, goods, or software provided under this Agreement.

**7. Rights and Obligations of the Licensee**

The Licensee undertakes to:

- Comply with the standards of operation established by the Licensor.

- Purchase services and Goods exclusively from the Licensor or suppliers specified by him at prices reflected on the website https://www.manna.coffee.

- Pay a monthly fee for the use of the Software in accordance with the tariffs specified on the website https://www.manna.coffee.

- Compensate their share of expenses within the access provided by the licensor to umbrella tariffs necessary for the correct functioning of MANNA CORNER, including but not limited to insurance and internet.

- Participate in the loyalty program provided by the Licensor, offering the corresponding bonuses to customers, as well as accepting bonuses from customers as payment according to the terms of the program.

**8. Financial Terms**

Monthly payments for the use of the Software, the cost of Goods and services, including the tariff for the cost of the merchant acquiring service, as well as the order of payments are determined according to the terms and tariffs specified on the Licensor's website https://www.manna.coffee. The Licensee is obliged to make payments in a timely manner in accordance with the invoices issued.

**9. Use of the Trademark**

The Licensee is granted the right to use the Licensor's trademark within the scope of conducting business, complying with all standards and requirements set by the Licensor. Any use of the trademark beyond the terms of this Agreement requires the prior written consent of the Licensor.

**10. Intellectual Property**

The Licensee acknowledges that all intellectual property rights, including copyrights, trademarks, patents, rules, and instructions, belong to the Licensor. The Licensee undertakes not to infringe these rights and to use the intellectual property exclusively within the framework provided by this Agreement.

**11. Quality and Standards**

The Licensee undertakes to purchase goods, services, and consumables from the Licensor and maintain high standards of service quality corresponding to those set by the Licensor. Regular quality checks may be conducted by the Licensor to ensure compliance with these standards.

**12. Supply of Goods and Services**

The Licensor undertakes to ensure timely shipment of paid Goods and the provision of service services in accordance with the needs of the Licensee. The Licensee, in turn, undertakes to purchase Goods exclusively from the Licensor or authorized suppliers.

**13. Insurance**

The Licensee is solely responsible for obtaining and maintaining appropriate insurance coverage for their own MANNA CORNER and all related business operations. This includes, but is not limited to, general liability, property damage, theft, and any risks associated with conducting business at their chosen location.

The Licensor does not provide or arrange insurance on behalf of the Licensee and bears no responsibility for any losses, damages, or claims arising from the Licensee’s failure to obtain adequate insurance coverage.

**14. Technical Support and Training**

The Licensor undertakes to provide the Licensee with the necessary technical support and training for the effective use of the Software and MANNA CORNER.

**15. Internet**

For the uninterrupted operation of MANNA CORNER, the Licensee must ensure connection to a stable Internet network. Meanwhile, the Licensor undertakes to arrange an umbrella contract with a national mobile service provider, and the Licensee agrees to compensate for the expenses on mobile internet if they connect their MANNA CORNER to this contract.

**16. Software Updates**

The Licensor will provide the Licensee with updates to the Software in accordance with the current update policy. The Licensee is required to install updates within the timelines specified by the Licensor to ensure proper functionality of the equipment.

**17. Reporting and Control**

The Licensee is obliged to provide the Licensor with reports on the equipment's condition, stock of goods, and other operational aspects of the business in accordance with the established requirements and periodicity. The Licensor, having access to online data on purchases and sales of the Licensee, has the right to conduct audits and checks to control compliance with the terms of the agreement.

**18. Marketing and Advertising**

The Licensee undertakes to use only approved marketing and advertising materials related to the use of the Licensor's trademarks and products to ensure they meet established standards and policies.

The Licensee is obligated to conduct the minimum necessary promotional campaigns (promotions and/or online targeting) to acquaint potential customers with the installed MANNA CORNER within the first 2 months after installation. If the sales of this MANNA CORNER, even after conducting promotional campaigns, amount to less than 300 beverage portions per month for 2 consecutive months, then the Licensee is obliged to install MANNA CORNER in a new location within 2 months.

**19. Sanctions for Breach of Agreement**

In the event of a breach of the terms of this Agreement by the Licensee, the Licensor has the right to demand the rectification of breaches within 1 working day, and if they are not rectified - to suspend the supply of the Software. If the breaches are not rectified for more than 5 working days - terminate the Agreement early.

**20. Right to Unilaterally Change Terms**

20.1. The Licensor reserves the right to unilaterally change the terms of this Agreement by notifying the Licensee 30 calendar days before the changes take effect. Changes take effect from the moment they are published on the Licensor's official website or another agreed-upon method of notification.

20.2. The Licensor agrees not to impose any mandatory payments on the Licensee other than the costs for services and goods specified in Appendix. Any sales of newly added services and goods will be subject to prior agreement from the Licensee

**21. Transfer of Rights and Obligations**

21.1. The Licensee is not entitled to transfer their rights and obligations under this Agreement to third parties without the written consent of the Licensor. The Licensor may transfer its rights and obligations under the Agreement to third parties without the consent of the Licensee by notifying them of this.

21.2. In the event of a change in the ownership of the Licensor, including but not limited to merger, acquisition, or sale, the new owner shall assume all obligations under this agreement, ensuring the preservation of its terms and the rights of the Licensee without modification. The Licensor shall notify the Licensee of such changes no later than 30 days before the completion of the transaction.

**22. Force Majeure**

Parties are released from liability for complete or partial non-fulfillment of obligations under this Agreement if this non-fulfillment was caused by force majeure circumstances arising after the conclusion of the Agreement as a result of extraordinary events that the party could neither foresee nor prevent by reasonable measures.

**24. Applicable Law and Jurisdiction**

This Agreement is governed by the law of the State of Delaware. All disputes and disagreements arising from the Agreement or in connection with it shall be resolved in court in accordance with the legislation of the specified jurisdiction.

**25. Duration of the Agreement and Termination Conditions**

The Agreement is concluded for a period of 5 years with an automatic annual extension for 1 year unless either party expresses a desire to terminate it by providing notice to the other party at least 30 days before the proposed termination date.

**26. Dispute Resolution**

All disputes and disagreements arising from this Agreement or in connection with it shall be sought to be resolved through negotiations by the parties. If the parties do not come to an agreement within 30 days, the dispute shall be resolved in an arbitration court in accordance with the legislation of the State of Delaware.

**27. Confidentiality**

The parties undertake to keep confidential the information obtained in the course of executing this Agreement and not to disclose it to third parties without the written consent of the other party, except in cases provided by law.

**27. Other Conditions**

The edition of this Offer comes into effect from the moment of its placement on the website https://www.manna.coffee and remains effective until the Licensor withdraws this Offer. The Licensor reserves the right to make changes to the terms of this Offer and/or withdraw this Offer at any time at its discretion.

When the Licensor makes changes to this Offer, such changes take effect from the moment the modified text of the Offer is posted on the website https://www.manna.coffee unless another time for the changes to take effect is additionally specified at such posting.

The Licensee agrees and acknowledges that making changes to this Offer entails making these changes to the Agreement concluded and in effect between the Licensor and the Licensee, and these changes in the Agreement take effect simultaneously with such changes in the Offer.

The parties agree and confirm that the Licensee is not entitled to demand changes or termination of this Agreement.

**28. Acceptance and Entry into Force of the Agreement**

This Agreement is considered accepted and comes into effect for the Licensee from the moment of performing the first of the following actions: payment of the monthly fee for the use of the Software, purchase of Goods from the Licensor, use of the Software, or any other action that clearly indicates the Licensee's acceptance of the terms of this Agreement according to the terms set out above. Signatures under this Agreement are not required for it to come into force, as the acceptance of the offer is confirmed by the factual actions of the Licensee specified in this section.

**29. Use of DBA**

The Licensee is granted the right to operate under the DBA name “Manna Coffee” for business purposes, including branding and marketing, in accordance with this Agreement. The Licensee shall not register or claim ownership of the DBA. The Licensor reserves the right to revoke this right in case of non-compliance.

**30. Licensee’s Priority Right for Additional Installations in Independently Secured Locations**

30.1. In the event the Licensee independently secures a location and initiates communication with the landlord or property owner (hereinafter referred to as the “Partner Landlord”), and neither the Licensor, nor any other licensees, nor any affiliates of the Licensor have previously conducted negotiations or established a business relationship with such Partner Landlord, and such Partner Landlord expresses interest in installing additional MANNA CORNER units at the same or other properties owned or operated by the Partner Landlord or its affiliates, the Licensee shall have a priority right to install such additional MANNA CORNER units over other licensees.

30.2. To exercise this priority right, the Licensee must confirm its intent to proceed with the installation in writing within ten (10) business days of receiving written notice from the Licensor of the opportunity.

30.3. Should the Licensee decline the opportunity or fail to respond within the specified timeframe, the Licensor shall have the right to offer the opportunity to other licensees.

30.4. In such case, if another licensee installs a MANNA CORNER at the referred location, the original Licensee may be entitled to a referral commission.

04/04/2024

**Appendix to**

**MANNA SMART CORNER LICENSING AGREEMENT IN THE FORM OF AN OPEN OFFER**

According to paragraph 12 of the contract (**"Supply of Goods and Services"**).

**MANNA SMART CORNER Price list**

\*The cost of each service is per month.

| **Item** | **Price per/Unit** | **Quantity** |
| --- | --- | --- |
| Software and Service support | $100 | Service |
| Internet | $25 | Service |
| 192 Count Coffee Cups | $27.85\* | 1pkg |
| Sleeve 900 pcs | Price set on order date | 1pkg |
| Lid 100 pcs | $16.05\* | 1pkg |
| Sticks 500 pcs | $15.40\* | 1pkg |
| Coffee beans per case (4x5lb) | $170\* | 1case |
| Milk per case (6x2lb) | $68.75\* | 1case |
| Chocolate per case (6x2lb) | $43.5\* | 1case |
| Syrups per Bottle 25,4 Fl Oz 4 pcs | $36.27\* | 1pkg |
| Syrup Dispenser pack of 6 | $9.36\* | 1pkg |
| Sugar 2000 pcs | $31.30\* | 1pkg |

\*The price is approximate and subject to change over time. However, Manna Coffee will make every effort to keep prices as low as possible without compromising quality.

**Bank Details:**

Beneficiary Name: Manna Smart Retail Inc.

Account Number: 754432154

Type of Account: Checking

Beneficiary Address: 1007 N Orange St. 4th Floor Ste 1382, Wilmington, DE, 19801

Zelle: hello@manna.coffee

**Receiving Bank:**

Bank Name: JPMorgan Chase Bank, NA

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