

Mow Money Marketing LLC Operating Agreement

1. Parties, Name, & Formation

Company: Mow Money Marketing LLC (the “Company”), a New Jersey limited liability company.

Members:

- _____, represented by Alex Makowski — Managing Member
("Managing Member")
- _____, represented by Anthony Hilb — Member & Lighthouse
("Lighthouse")
- _____, represented by Dennis Yu — Member & Advisor ("Advisor")

Principal Office: New Jersey (may be changed by Managing Member).

2. Purpose

The Company provides marketing services for lawn, landscaping, and tree-care businesses, including on-site content capture, AI-assisted content production, local SEO/Google Business Profile optimization, Local Services Ads management, paid search/social, and website/analytics services. The Company may pilot limited field services (e.g., lawn mowing) in New Jersey for content and research under a separately insured subsidiary or DBA.

3. Capital, Ownership & Equity Programs

3.1 Initial Capital

No initial capital contributions are required beyond incidental expenses currently being covered by Dennis (systems, software, travel incidentals). Such outlays are recorded as Member advances (non-interest bearing) and reimbursable from available cash at the Managing Member’s discretion.

3.2 Ownership Interests

- Alex Makowski: 80%
- Anthony Hilb: 10%
- Dennis Yu: 10%

3.3 Employee Incentive Pool (Phantom Equity — from Alex's 80%)

The Company establishes a 20% Employee Incentive Pool (phantom equity) that is economically carved out of Alex's 80% but does not dilute legal ownership until specific grants vest. Phantom units entitle recipients to cash bonuses based on profit-share equivalents without conferring voting or ownership rights. Grants vest over 36 months with a 12-month cliff; forfeiture upon departure; no transfer/pledge. Unallocated pool remains under Alex's control; Alex retains full 80% voting and distribution rights on any ungranted/unvested portion.

3.4 Advisor Pool (Optional)

The Members may designate up to 10% Advisor Pool (from Dennis's 10% or as phantom units) with vesting tied to milestones. Any Advisor Pool must be approved by a Majority in Interest.

4. Management & Governance

4.1 Managing Member (Alex)

Day-to-day control; hiring; pricing; accepting clients; financial ops; vendor selection; compliance.

4.2 Lighthouse (Anthony)

Vertical evangelist: relationships, media creation, capture days, intros. May not bind the Company on commitments greater than \$2,500 one-time or greater than \$1,000/month recurring without Managing Member approval.

4.3 Advisor (Dennis)

Strategic counsel, standards, training, platform liaison. Non-fiduciary; no authority to bind the Company unless authorized.

4.4 Authority Thresholds (Dual-Control)

Any TWO of Managing Member, Lighthouse, or Advisor must approve:

- Retainers greater than \$5,000/month; projects greater than \$15,000.
- New recurring tools greater than \$1,000/month or one-time greater than \$2,500.
- Hiring/contractors greater than \$2,000/month.

4.5 Banking & Accounting

Dual-approval on external payments greater than \$5,000. Monthly P&L due by the 10th for prior month; reviewed with platform liaison.

4.6 Travel & Expenses

By default, Members cover their own travel. The Advisor may optionally cover travel using points/miles at his discretion. Reimbursable business expenses must be pre-approved when exceeding the thresholds in Exhibit E and submitted with receipts under the Accountable Plan.

4.7 Special Consent Rights

Any Change of Control, merger, sale of substantially all assets, or admission of new Members requires unanimous consent of all Members.

5. Revenue Model & Client Qualification

5.1 Standard Retainer

Flat retainer: \$2,500/month.

Qualified clients: \$1M+ annual revenue, 100+ 5-star Google reviews, and willingness to film authentic videos with the team.

5.2 Service Scope (Phased)

Foundation: GBP tune-up, Local Services Ads, Google Ads, baseline analytics/MAA.

Authority: video-first content (OMV + 5 shorts), Spotlight Articles, review velocity, local PR mentions.

Scale/Seasonal: long-term SEO, Facebook/IG ads, seasonal services (Christmas lights, snow, junk hauling, etc.).

6. Platform & IP (Licensing)

6.1 Licensed Platform Infrastructure

The Company licenses SOPs, task libraries, prompts, dashboards, SPP configurations, and other software/infrastructure from Local Service Spotlight and Your Content Factory (the “Platform”). All such materials remain the Platform’s intellectual property.

6.2 Platform Revenue Share

The Company shall remit 10% of collected agency revenue monthly to the Platform via SPP as a Platform Infrastructure Fee. Non-payment for 30 days after written notice constitutes material breach.

6.3 Brand & Trademarks

Mow Money Marketing trademarks and branding are owned by the Company. Anthony's Lawn Care brand remains owned by Anthony's entity and is licensed to the Company only as needed for co-marketing.

6.4 Client Content, Media, and Consent

Clients grant the Company a non-exclusive license to capture, publish, and repurpose media for case studies and marketing, subject to written consent, with opt-out for sensitive items.

7. Compliance & Standards

No PBNs; no reciprocal link schemes; adherence to Google public guidelines and E-E-A-T principles. If guidance changes, the Company updates methods accordingly.

8. Financials, Distributions, & Taxes

Guaranteed Payments: Managing Member may take a modest monthly stipend; Lighthouse may receive day-rates for capture days; Advisor may receive agreed fees/bonuses.

Profit Distributions: Quarterly, pro-rata by ownership after (i) Platform fee is current; (ii) tax reserves set; (iii) 2 months OPEX in cash; (iv) KPI gates met.

Tax Matters: Partnership taxation by default; fiscal year calendar; K-1s prepared by the 1099 date.

9. Field-Ops Pilot (New Jersey)

The Company may operate a limited mowing pilot under either (a) a separate wholly-owned subsidiary or (b) a DBA with separate insurance. The pilot may license operations under the "Anthony's Lawn Care" brand with Anthony's written permission, subject to brand guidelines and insurance requirements. The pilot focuses on content capture and R&D, not scaling direct services. Equipment is rented or subcontracted. All field personnel are either W-2 or insured subcontractors. Safety and filming SOPs apply.

10. Transfers, Vesting, & Buy-Sell

Right of First Refusal on any proposed transfer.

Reverse-Vesting/Repurchase: Unvested equity (if any) subject to Company repurchase at par upon separation or breach.

Buy-Sell Formula: On voluntary exit or termination for cause, Company may purchase departing Member's interest at the lesser of (i) 2× trailing 3-month average net profit or (ii) 0.5× trailing 12-month gross margin, subject to offsets for debts to Company.

11. Non-Solicit, Confidentiality & Non-Compete

Non-Solicit: 24 months on Company staff/contractors and active clients.

Confidentiality: perpetual for trade secrets; 3 years for confidential info.

Non-Compete: 12 months, limited to lawn/landscape vertical in active service geographies; carve-outs for prior businesses.

12. Records & Reporting

Maintain books per GAAP/SMB standards in Xero/SPP; monthly P&L by the 10th; access rights for Members; annual meeting first quarter.

13. Dispute Resolution

Internal escalation → Mediation (NJ) → Arbitration (AAA, NJ).

Fee-shifting for bad-faith claims.

14. Exhibits (attached)

Exhibit A: Phantom Equity Plan

Exhibit B: Platform Licensing & Infrastructure Fee Addendum

Exhibit C: Field-Ops Pilot SOPs

Exhibit D: Service Standards & Qualification

Exhibit E: Expense & Travel Policy

Exhibit F: Media Consent & Case Study License

Exhibit G: Buy-Sell & Valuation Examples

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Exhibit A — Phantom Equity Plan

Purpose: Reward key employees/contractors with cash bonuses tied to Company value without issuing equity.

1. Pool: 20% Phantom Equity Pool carved economically from Alex's 80% (no legal dilution until grants vest).
2. Grants: Issued as Units via offer letter addendum; no voting/ownership rights; non-transferable.
3. Vesting: 36 months with a 12-month cliff; monthly thereafter. Forfeiture on departure for any unvested Units.
4. Payout Triggers:
 - Sale/Change of Control: If employed/engaged on the day of sale, vested Units receive a pro-rata cash bonus.
 - Annual Profit-Share (optional): If declared by the Managing Member, a cash bonus pool may be allocated pro-rata.
5. No K-1s: Bonuses are treated as W-2 or 1099 compensation.
6. Clawback: Fraud or breach voids unpaid awards.
7. Administration: Managed by the Managing Member; determinations final.

Exhibit B — Platform Licensing & Infrastructure Fee Addendum

1. Licensors: Local Service Spotlight / Your Content Factory (the "Platform").
2. License: Non-exclusive, non-transferable license to use Platform infrastructure. IP remains with the Platform.
3. Fee: 10% of collected agency revenue, remitted monthly via SPP by the 10th.
4. Termination: Non-payment greater than 30 days after notice, misuse of IP, or brand policy violations may terminate license.
5. Data: Client data processed within Platform tools; Company has use rights; export requires DPA compliance.
6. Brand Standards: E-E-A-T, no PBNs, no reciprocal link schemes.
7. Survival: Confidentiality and IP provisions survive termination.

Exhibit C — Field-Ops Pilot SOPs (NJ)

Entity & Insurance: Operate via licensed DBA or subsidiary; carry general liability, workers' comp, and commercial auto if applicable.

Labor: Prefer insured subcontractors; if W-2, follow NJ wage and hour rules.

Equipment: Rent as needed; no capex purchases without dual approval.

Safety: PPE, equipment checklists, incident reporting.

Filming: Property release, individual consent where identifiable; privacy zones; no drone without compliance.

Scope: Max 5 clients concurrently; review after 90 days.

Brand License: If using Anthony's Lawn Care brand, written license terms apply.

Exhibit D — Service Standards & Client Qualification

Retainer: \$2,500/month, minimum suggested term 6 months.

Qualification Gate: \$1M+/yr revenue; 100+ 5-star reviews; willingness to film.

Phase 1: GBP tune-up; LSA setup; Google Ads; analytics baseline.

Phase 2: OMV + 5 shorts; Spotlight Articles; review velocity; local mentions.

Phase 3: SEO compounding; Facebook/IG ads; seasonal services.

Standards: E-E-A-T, no PBN/reciprocal schemes; follow Google guidance.

Exhibit E — Expense & Travel Policy

Default: Members cover their own travel. Exceptions may be made by the Advisor using points/miles.

Pre-Approval Thresholds: Airfare > \$500, lodging > \$250/night, car rental > \$75/day require approval.

Per-Diem: \$50/day meals cap when traveling.

Receipts: Required for reimbursements over \$25; submit within 30 days.

Tools/Subscriptions: Requires approval if > \$1,000/mo recurring or > \$2,500 one-time.

Exhibit F — Media Consent & Case Study License

Client authorizes capture of photo/video/audio on premises; grants non-exclusive license to edit and publish for marketing and case studies, with right to request removal of sensitive items. Company will not disclose confidential pricing or PII.

Exhibit G — Buy-Sell & Valuation Examples

Example 1 (Voluntary Exit): Trailing 3-month avg net profit = \$10k $\rightarrow 2\times = \$20k$. Trailing 12-month gross margin = \$300k $\rightarrow 0.5\times = \$150k$. Buy price = lesser (\$20k) $\times$ ownership %.

Example 2 (Cause): Same metrics; offsets for unpaid advances or breached obligations may reduce buy price.

Payment Terms: 20% at close; remainder over 12 months, 6% simple interest; acceleration on default.

Signature Block