

Brick and Browse Ltd. – Operating Agreement

Date entered into agreement: 22nd January 2025

I. Purpose

This agreement outlines the rights and responsibilities for the owner of Brick and Browse Ltd. (in-game: BrickandBrowse).

II. Definitions

Major Business Decision – Financial transactions beyond day-to-day operational costs, decisions which expand company-owned land or plots, decisions which reform the structure of company management, acquisitions of other companies, mergers with other companies, hiring and firing managerial employees, changing salaries, wages and/or benefits, and other business decisions which fall outside the definition of day-to-day operational decisions.

Minor Business Decision – Day-to-day operational decisions, such as paying employees, paying for advertisements, paying for other similar expenses, and hiring and firing non-managerial employees.

III. Equity Ownership

The company is owned by 2 owners, with their share of membership interests stated as follows:

- a) Pepecuu - 51%
- b) Supersuperking - 49%

This clause shall be updated if any portion of equity is transferred to another entity.

IV. Profit distribution

The Company shall not distribute dividends to any Member of Brick and Browse Ltd. All profits generated by Brick and Browse Ltd. shall be reinvested to enhance the aforementioned company's value, thereby increasing the equity value of each Member's ownership interest in Brick and Browse Ltd.

V. Governing Choice

If owned by one sole owner: The sole owner of Brick and Browse Ltd. can make any and all Major and Minor Business Decisions on behalf of Brick and Browse Ltd. The sole owner shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of Brick and Browse Ltd. in the form of a written employment contract.

If owned by two or more players sharing ownership equally: The owners of Brick and Browse Ltd. must come to an agreement where more than 50% of the owners agree on Major Business Decisions. Minor Business Decisions shall be decided by either Owner, or an appointed employee. Upon coming to an agreement with more than 50% of owners of Brick and Browse Ltd., the Owners shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of Brick and Browse Ltd. in the form of a written employment contract.

VI. Transfer of Equity/Ownership

At the time of writing, Brick and Browse Ltd. is owned solely by Pepecuu, however, in the future he may choose to transfer all or some of the company to another entity. This shall only be done via a written contract.

VII. Other Operational Procedures

Brick and Browse Ltd. will provide monthly revenue, profit, and expense analysis to all owners when there is more than one owner. Brick and Browse Ltd. may additionally do business under the following names: Brick and Browse.

VIII. Indemnification

The Owner(s) and Employee(s) who make Major or Minor Business Decisions shall not be held personally liable in the event of legal or financial issues arising from business operations, except in cases of willful negligence and where required by applicable law.

IX. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved as follows:

1. Good Faith Negotiation: The Members shall first attempt to resolve the dispute through good faith negotiation. Each party is obliged to meet and confer within 5 days of written notice of the dispute to attempt to resolve the matter amicably. If either party fails to confer within the stated deadline after the written notice, the dispute, controversy, or claim will automatically default to the party present for negotiations.
2. Mediation: If the dispute cannot be resolved through negotiation, the Members agree to submit the matter to mediation before a mutually agreed-upon mediator. The costs of Mediation shall be shared equally by the Members.
3. Litigation: If the dispute remains unresolved after mediation, either Member may initiate legal proceedings in a court of competent jurisdiction located in Redmont. The Members consent to the exclusive jurisdiction of such courts for any lawsuit arising out of or related to this Agreement.

X. Amendment

This agreement may be amended by agreement of more than 50% of owners.