Certificate of Formation

This Certificate of Formation is filed in accordance with Section 8 of the Legal Entity Act and the policies of the Department of Commerce.

Article I: Name
The name of the limited liability company is **UserGroup LLC**.

Article II: Formator
The name and title of the formator is **ObsidianLegal LLC**.

Article III: Nature of Business
The primary purpose of the LLC is to operate as a holding company to acquire, own, and manage ownership interests in a diversified portfolio of subsidiary companies and business ventures. In addition, the LLC may engage in any other lawful act or activity for which limited liability companies may be organized under the Laws of the Commonwealth of Redmont.

Article IV: Duration
The duration of the LLC shall be perpetual.

Article V: Management and Structure

1. **Management:** This LLC shall be **manager-managed**.
2. **Structure:** This LLC shall be **interest-based**.
3. **Interest Unit:** The unit of interest in this LLC is **relative**, expressed as a percentage of the whole.

Article VI: Contact & Registered Information

1. **Principal Office: s044**
2. **Registered Agent:** The Registered Agent for service of process and official correspondence is **ObsidianLegal LLC**, located at S109.
3. **Primary Contact:** The primary point of contact for the business is the manager, **UsernameDude100**.
4. **Discord: UsernameDude100**

Article VII: Operating Agreement
The LLC Operating Agreement is attached hereto and is incorporated by reference into this Certificate of Formation as a mandatory component required by law and Department of Commerce policy.

Submitted by:
Name: guiltypleasurez
Title: Manager of ObsidianLegal LLC (as Formator)
Date: 2025-09-26

LLC Operating Agreement for UserGroup LLC

This is the official Operating Agreement for **UserGroup LLC**.

Section 1: Management
1.1. **Management Authority:** The business and affairs of the LLC shall be managed by one or more Managers.
1.2. **Initial Manager:** The initial Manager shall be **UsernameDude100**.
1.3. **Appointment and Removal:** As long as there is a sole member, that member shall designate the manager(s).

Section 2: Capital Contributions
2.1. **Initial Contributions:** The initial capital contribution has been made by the sole member.
2.2. **Additional Contributions:** Additional capital contributions may be made by the sole member as needed.

Section 3: Members and Interests
3.1. **Initial Member:** The sole initial member and their ownership interest is:
* **Member:** UsernameDude100
* **Ownership Interest:** 100%
3.2. **Admission of New Members:** New members may be admitted upon the consent of the sole member.
3.3. **Transfer of Ownership:** The ownership interest may be transferred at the discretion of the sole member.
3.4. **Interest Register:** A current Interest Register shall be maintained in the Incorporated Entity Summary of the Company Docket.

Section 4: Voting
4.1. **Voting Power:** All voting power resides with the sole member, UsernameDude100.

Section 5: Profit and Loss Distribution
5.1. **Distribution:** All profits and losses shall be allocated to the sole member, UsernameDude100.

Section 6: Liability
6.1. **Limited Liability:** Pursuant to the Legal Entity Act, the member and manager shall not be personally liable for the debts, obligations, or liabilities of the LLC.

Section 7: Inactivity
7.1. **Requirements & Consequences:** As the LLC has a single member who is also the manager, the default inactivity provisions of the Legal Entity Act do not apply unless and until additional members are admitted to the LLC.

Section 8: Bylaws
8.1. **Adoption of Bylaws:** Bylaws may be adopted by the manager(s) to establish the internal rules and day-to-day governance of the LLC. The Bylaws must not conflict with this Operating Agreement. In any case of conflict, this Operating Agreement shall prevail.

Section 9: Dispute Resolution
9.1. **Procedure:** Any internal disputes shall be resolved by the sole member.

Section 10: Amendments
10.1. **Procedure:** This Operating Agreement may be amended by the sole member. All amendments must be posted in the Company Docket to take effect.

Section 11: Dissolution
11.1. **Procedure:** The LLC shall be dissolved upon the decision of the sole member.