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 **UserMart 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 a retail business engaged in the sale of various goods and items to customers. 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 UserMart LLC

This is the official Operating Agreement for **UserMart 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**, duly appointed by the sole member, UserGroup LLC.
1.3. **Appointment and Removal:** Managers shall be appointed or removed by a vote of the sole member.

Section 2: Capital Contributions
2.1. **Initial Contributions:** The initial capital contribution has been made by the sole member, UserGroup LLC.
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 its ownership interest is:
* **Member:** UserGroup LLC
* **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 is held by UserGroup LLC and may be transferred by its authority.
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, UserGroup LLC.

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

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:** Inactivity provisions shall be determined by the sole member. The default provisions of the Legal Entity Act shall not apply as the sole member is a legal entity.

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.