

Justice Compass, Ltd. – Operating Agreement

This Operating Agreement (the “Agreement”) is entered into by and among the undersigned member(s) of **Justice Compass, Ltd.** (the “Company”).

Article 0 – Definitions in This Agreement

0.1 – Members & Owners

Members and Owners are synonymous in this Agreement. Both refer to individuals with an ownership interest in the Company.

0.2 – Majority

Majority refers to “greater than 50%.”

Article 1 – Formation of LLC

1.1 – Company Name

The Company shall be called **Justice Compass, Ltd.**, and furthermore do business as **Justice Compass Law Firm, Justice Compass, and JusticeCompass.**

1.2 – Purpose

Justice Compass, Ltd. is established to conduct lawful business activities within Redmont, potentially including but not necessarily limited to, trading, real estate, retail, professional services, and other activities authorized by the laws and regulations of Redmont.

1.3 – Primary Headquarters

The primary headquarters of **Justice Compass, Ltd.** will be located at S087.

Article 2 – Members & Ownership Interests

2.1 – Current Members & Ownership Interests

Members and their Ownership Interests are expressed in the table below.

Member Name	Ownership Interest
Dartanboy	100%

2.2 – Capital Contribution

Capital Contributions made to **Justice Compass, Ltd.** are expressed in the table below. These contributions are not profits, and may be reclaimed by the investor(s) without restriction except for at least 72 hours’ notice.

Investor Name	Amount Invested
Dartanboy	\$10,000

Article 3 – Management

3.1 – Management Structure

Justice Compass, Ltd. shall be a manager-managed LLC, managed by appointed employees of the Company, who may or may not have any membership interest in the Company.

3.2 – Decision Making Processes

All decisions concerning the business of **Justice Compass, Ltd.** shall require the approval of a majority of total ownership interests, unless otherwise specified in this Agreement.

Article 4 – Profits

4.1 – Profit Allocation

All profits of **Justice Compass, Ltd.** shall be allocated among Members according to their respective ownership interests, unless otherwise unanimously agreed in writing.

4.2 – Distribution of Profits

Distributions shall be made to Members at intervals and in amounts as determined by a majority vote of all Members, regardless of the percentage of Ownership Interest.

Article 5 – Transfer of Membership Interest

5.1 – Transfer Restrictions

No Member of **Justice Compass, Ltd.** shall be permitted to transfer, sell, or reassign their membership interest without first obtaining approval from a majority of ownership interests.

5.2 – Right of First Refusal

Where a single Member of **Justice Compass, Ltd.** has a majority of total Ownership Interest, that Member shall have the right of first refusal to purchase any membership interests proposed for sale by another Member at the same terms offered by a third party.

Article 6 – Dissolution

6.1 – Dissolution Events

The following events shall dissolve **Justice Compass, Ltd.** if any of the following events occur:

- All Members unanimously agree to dissolve the Company.
- A Redmontian Court orders the dissolution of the Company, and an appeal is not plausible.

6.2 – Dissolution Process

Upon dissolution of **Justice Compass, Ltd.**, all assets shall be liquidated, liabilities paid, and the remainder distributed proportionally to Members based on their ownership interests.

Article 7 – Governing Law & Dispute Resolution

7.1 – Governing Law

Justice Compass, Ltd. is established in the Commonwealth of Redmont, and as such, this Agreement is governed by the laws of Redmont.

7.2 – Internal Resolution

Members of **Justice Compass, Ltd.** agree to attempt to resolve disputes amicably through negotiation before pursuing legal action.

Article 8 – Miscellaneous

8.1 – Amendment

This Agreement may be amended or modified by the unanimous, written agreement of all Members.

8.2 – Entire Agreement

This Agreement represents the entire understanding among Members and supersedes all prior agreements.

8.3 – Indemnification

The Owner(s) and Employee(s) who make decisions on behalf of Justice Compass, Ltd. 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.