THE REDMONT PRESS, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

A Single-Member, Member-Managed LLC | DemocracyCraft

Effective Date: April 12, 2026

ARTICLE I: FORMATION

1.1 Name

The name of this Limited Liability Company is The Redmont Press, LLC (hereinafter referred to as the "Company").

1.2 Purpose

The Company is organised for the purpose of operating a press and media organisation within the DemocracyCraft server, including but not limited to the publication of news articles, investigative reports, editorials, and other media content within the DemocracyCraft community. The Company may engage in any other lawful activity permitted under DemocracyCraft server rules and regulations.

1.3 Principal Place of Business

The Company's principal place of business shall be located within the DemocracyCraft server, in the City of Redmont or such other location as TakeawayMrCow may designate from time to time.

1.4 Formation

The Company is formed as a single-member, member-managed LLC under the business laws and regulations of DemocracyCraft. This Operating Agreement governs the internal affairs, management, and operations of the Company. All management authority is vested exclusively in the sole Member, TakeawayMrCow. There is no separate Manager.

1.5 Term

The Company shall commence on the Effective Date set forth above and shall continue perpetually unless dissolved in accordance with the provisions of this Agreement or as required by DemocracyCraft server rules.

ARTICLE II: MEMBERSHIP INTERESTS

2.1 Single Member

The Company is a single-member LLC. There is one (1) Member, TakeawayMrCow, who holds one hundred percent (100%) of the Membership Interests in the Company. Full details are recorded in Schedule A attached hereto.

2.2 Nature of Membership Interests

Membership Interests represent the Member's ownership stake in the Company, including:

- The right to one hundred percent (100%) of all net profits and distributions of the Company;
- The right to one hundred percent (100%) of the Company's assets upon dissolution after satisfaction of all liabilities;
- Full and exclusive authority over all management and operational decisions of the Company;
- All other rights and privileges as set forth in this Agreement.

2.3 Number of Members

As of the Effective Date, the Company has one (1) Member: TakeawayMrCow. The Member may, at their sole discretion, admit additional Members by written resolution. Any such admission shall require an amendment to this Agreement in accordance with Article VIII.

2.4 Types of Members

The Company currently recognises two classes of membership:

- Founding Member: TakeawayMrCow is the initial and sole owner of the Company, retaining full ownership and management authority at all times regardless of the admission of any additional members. TakeawayMrCow's ownership interest shall not be diluted by the admission of new members.
- Contributing Members: Any additional members admitted to the Company in the future shall hold a non-ownership interest valued at one thousand Redmont dollars ($1,000) per article contributed to The Redmont Press. This interest is economic in nature only — it does not confer ownership, voting rights, or management authority, all of which remain exclusively with TakeawayMrCow.

The monetary value of a Contributing Member's interest shall be calculated by multiplying the total number of articles they have published under The Redmont Press by $1,000 Redmont dollars. This value is used solely to determine any compensation or distributions owed to that Contributing Member and does not represent an ownership stake in the Company.

2.5 Transferability of Interests

Membership Interests in the Company are not freely transferable. The following rules govern any proposed transfer:

- TakeawayMrCow may not sell, assign, pledge, or otherwise transfer any Membership Interest, in whole or in part, except by their own written resolution and in compliance with DemocracyCraft server rules.
- A permitted transferee shall receive only the economic rights associated with the transferred interest and shall not automatically become a substituted Member with management rights unless the existing Member expressly grants full membership status in writing.
- Any purported transfer that does not comply with this Section shall be null and void and of no force or effect.
- In the event of TakeawayMrCow's permanent departure from DemocracyCraft, the Member may designate a successor in writing prior to departure. If no successor is designated, the Company shall be wound down in accordance with Article VII.

ARTICLE III: MANAGEMENT

3.1 Member-Managed Structure

The Company is member-managed. All management authority rests exclusively with the sole Member, TakeawayMrCow. There is no separate Manager. The Member is the sole decision-maker for all affairs of the Company, both day-to-day and strategic.

3.2 Authority of the Member

TakeawayMrCow, as the sole Member, has full, exclusive, and absolute authority to manage all affairs of the Company. This authority includes, without limitation:

- Hiring, supervising, and terminating employees, reporters, editors, and contributors of The Redmont Press;
- Entering into contracts and agreements on behalf of the Company within DemocracyCraft;
- Managing the Company's finances, including collecting revenues, paying expenses, and making distributions;
- Making all editorial decisions regarding the content published by The Redmont Press;
- Representing the Company in dealings with DemocracyCraft government bodies, businesses, and other organisations;
- Opening and managing any in-game bank accounts or financial instruments permitted by DemocracyCraft;
- Establishing and enforcing internal Company policies, editorial standards, and codes of conduct;
- Admitting new Members and determining the terms of any future membership;
- Selling, transferring, or disposing of Company assets;
- Amending this Operating Agreement;
- Dissolving or winding up the Company;
- Taking any other action on behalf of the Company.

3.3 Delegation of Duties

TakeawayMrCow may, at their discretion, delegate specific operational duties to employees or appointed officers of The Redmont Press (such as an Editor-in-Chief or Operations Lead). Any such delegation shall be documented in writing and may be revoked by the Member at any time. Delegation of duties does not transfer Membership Interests or management authority.

3.4 Decisions and Records

As a single-member LLC, formal meetings are not required. The Member may make decisions unilaterally and communicate them through any means available on DemocracyCraft, including in-game messaging, Discord, or other platforms used by the DemocracyCraft community. Significant decisions shall be documented in writing where practicable.

ARTICLE IV: FINANCES AND DISTRIBUTIONS

4.1 Capital Contributions

TakeawayMrCow's initial capital contribution is set forth in Schedule A. Additional contributions may be made at any time at the Member's sole discretion. The Member shall not be required to make additional capital contributions.

In the event that any Contributing Member fails to meet a capital contribution requirement agreed upon at the time of their admission to the Company, the following consequences shall apply:

- The Contributing Member's interest shall be reduced proportionally to reflect only the contributions actually made;
- The Contributing Member shall forfeit any rights to distributions or profits accrued during the period of non-contribution;
- The Founding Member (TakeawayMrCow) may, at their sole discretion, terminate the Contributing Member's interest in the Company entirely upon written notice;
- Any amounts owed to the Company as a result of a failed contribution may be recovered by the Company through the DemocracyCraft legal system.

4.2 Profits and Losses

All profits and losses of the Company shall be allocated one hundred percent (100%) to the Member.

4.3 Distributions

TakeawayMrCow may, in their sole discretion, distribute funds from the Company to themselves at such times and in such amounts as they determine appropriate, provided that the Company retains sufficient funds to meet its obligations. Distributions shall be made in the in-game currency of DemocracyCraft.

4.4 Records

The Member shall maintain, or cause to be maintained, accurate records of all Company revenues, expenses, and distributions. Such records shall be accessible to the Member at all times.

ARTICLE V: EDITORIAL STANDARDS

5.1 Commitment to Journalism

The Redmont Press is committed to providing fair, accurate, and independent journalism to the DemocracyCraft community. The Company shall uphold the following editorial standards:

- Accuracy: All published content shall be factually accurate to the best of the Company's ability, based on available information within DemocracyCraft.
- Fairness: The Press shall give fair representation to all sides of an issue where relevant, and shall not engage in deliberate misrepresentation of facts.

- Independence: Editorial decisions of The Redmont Press shall remain independent from undue external influence, including from DemocracyCraft government officials, political parties, or advertisers.
- Transparency: Where errors are made, the Company shall issue prompt corrections.
- Compliance: All content shall comply with DemocracyCraft server rules, including rules relating to defamation, harassment, and prohibited content.

5.2 Conflicts of Interest

TakeawayMrCow and all staff of The Redmont Press shall disclose any actual or potential conflicts of interest relevant to their reporting or editorial decisions. The Member shall establish appropriate policies to address such conflicts.

ARTICLE VI: INDEMNIFICATION AND LIABILITY

6.1 Limitation of Liability

TakeawayMrCow shall not be personally liable for the debts, obligations, or liabilities of the Company within the DemocracyCraft environment, except as otherwise required by DemocracyCraft server rules.

6.2 Indemnification

The Company shall indemnify and hold harmless any employees or appointed officers of the Company from and against any claims, liabilities, or expenses arising out of their good-faith performance of duties on behalf of the Company, to the extent permitted by DemocracyCraft rules and the resources of the Company.

ARTICLE VII: DISSOLUTION

7.1 Events of Dissolution

The Company shall be dissolved upon the occurrence of any of the following:

- The written decision of TakeawayMrCow to dissolve the Company;
- The permanent ban or departure of TakeawayMrCow from DemocracyCraft, unless a successor Member has been designated in writing prior to departure;
- A requirement to dissolve under DemocracyCraft server rules or a court order within the DemocracyCraft legal system.

7.2 Winding Up

Upon dissolution, TakeawayMrCow (or their designated successor) shall wind up the Company's affairs, including satisfying all outstanding obligations and distributing any remaining assets to the Member.

ARTICLE VIII: AMENDMENTS

This Agreement may be amended at any time by a written resolution of TakeawayMrCow. Any amendment shall be attached hereto and made a part of this Agreement, and a copy shall be retained in the Company's records.

ARTICLE IX: DISPUTE RESOLUTION

9.1 Internal Resolution

In the event of any dispute arising between Members of the Company, or between a Member and the Company, the following internal resolution process shall apply before any matter is referred to the DemocracyCraft legal system:

- The disputing parties shall first attempt to resolve the matter through direct written communication within five (5) real life days of the dispute arising;
- If direct communication fails to resolve the dispute, the matter shall be referred to TakeawayMrCow as Founding Member, whose decision shall be final and binding on all Contributing Members;
- If the dispute involves TakeawayMrCow directly, the matter may be escalated to the DemocracyCraft legal system as outlined in Section 9.3.

9.2 Dividends and Profit Distribution Disputes

Any dispute relating to the declaration, calculation, or distribution of dividends and profits within the Company shall be resolved as follows:

- A Contributing Member who disputes their profit distribution must submit a written claim to TakeawayMrCow detailing the basis of the dispute and the amount believed to be owed;
- TakeawayMrCow shall review the claim against the Company's financial records within seven (7) real life days and provide a written response;
- If the Contributing Member remains unsatisfied following TakeawayMrCow's response, they may refer the matter to the DemocracyCraft legal system;
- Distributions shall not be withheld during the dispute resolution process unless ordered by the DemocracyCraft legal system;
- All profit distributions shall be calculated based on the Contributing Member's article count multiplied by $1,000 Redmont dollars, as set out in Article II of this Agreement.

9.3 Escalation to DemocracyCraft Legal System

If internal resolution mechanisms fail, any Member may refer a dispute to the DemocracyCraft legal system in accordance with DemocracyCraft server rules. The Company and all Members agree to cooperate fully with any legal proceedings and to abide by any ruling made by the DemocracyCraft legal system.

ARTICLE X: GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements and understandings.

10.2 Governing Rules

This Agreement shall be governed by and interpreted in accordance with the business laws and regulations of the DemocracyCraft server. Any disputes arising under this Agreement shall be resolved through the DemocracyCraft legal system.

10.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable under DemocracyCraft rules, the remaining provisions shall continue in full force and effect.

10.4 Counterparts

This Agreement may be executed by in-game signature, Discord message confirmation, or other means recognised within the DemocracyCraft community.

SCHEDULE A: MEMBER INFORMATION

Member Information

Member Name (IGN): TakeawayMrCow

Membership Interest: 100%

Management Role: Sole Member — full management authority

Initial Capital Contribution: _____

Date of Formation: April 12, 2026