LLC Operating Agreement for UserGroup LLC

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

Last updated: November 10, 2025

Section 1: Management

1.1. **Management Authority:** The business and affairs of the LLC shall be managed by one or more Managers.

1.2. **Current Managers:** The Manager shall be player UsernameDude100.

1.3. **Appointment and Removal:** Managers shall be appointed and removed as determined by a vote of the Members.

Section 2: Capital Contributions

2.1. **Initial Contributions:** Initial capital contributions have been made by the Members.

2.2. **Additional Contributions:** Additional capital contributions may be made by the Members as needed.

2.3. **Gain of Ownership Interest via Contributions:** New and existing members may only gain additional ownership interest in exchange for their Contributions with approval of terms by a vote of the Members.

Section 3: Members and Interests

3.1. **Current Members and Interests:** The current Members and their ownership interests are:

- Member: **UsernameDude100**
    - Ownership Interest: **95%**
- Member: **musrodent**
    - Ownership Interest: **5%**

3.2. **Admission of New Members:** New Members may be admitted upon consent of existing Members as determined by a vote of the Members.
3.3. **Transfer of Ownership:** Ownership interest may be transferred at the discretion of the Members as determined by a vote of the Members.
3.4 **Sale of Ownership:** Ownership interest may be sold between existing members or to outside parties at the discretion of the existing Members as determined by a vote of the

Members.
3.5. **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 shall be distributed among the Members proportional to their ownership interest as defined in Section 3.1.

4.2. **Procedure:**

A. Any Member or Manager may posit items to go to a vote by creating a thread in the #propositions channel in the UserGroup Discord server. The body of the initial thread message shall contain all terms to be voted on by the Members.
B. Upon creation of a proposition thread, all shareholders are to be pinged via the @shareholders role in the initial proposition thread, or within 5 minutes of posting the initial thread message. Failure to send the ping within this timeframe invalidates the proposition and another must be made.
C. The duration of the voting shall by default be 24 hours after the timestamp of the creation of the thread, unless otherwise specified in the initial thread message. Duration may be chosen to be any value not less than 24 hours and not exceeding 7 days.
D. Members may cast their vote as either AYE, NAY, or ABSTAIN (or shortened ABS) by sending a message in the thread with the format: “I, <username>, cast my vote as <AYE/NAY/ABS>.”
E. Members may NOT change their votes once cast. Any attempts to change one’s vote are invalid and the first vote choice shall be used when determining the vote outcome.
F. Only AYE and NAY votes shall count toward the final outcome of the vote. Members who have failed to vote on a proposition are presumed to have voted ABS.
G. Propositions pass upon receiving a majority of the participating (non-ABS) voting power (>50%) as AYE votes by the end of the voting period unless otherwise specified in this Agreement.

Section 5: Profit and Loss Distribution

5.1. **Distribution:** All profits and losses shall be allocated to the Members proportional to their ownership interest as defined in Section 3.1.

Section 6: Liability

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

Section 7: Inactivity

7.1. **Requirements & Consequences:** The LLC is subject to the default inactivity provisions of the Legal Entity Act.

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 as determined by a vote of the Members, or by a mutually agreed-upon third-party mediator if a majority cannot be reached.

Section 10: Amendments

10.1. **Procedure:** This Operating Agreement may be amended as determined by a vote of the Members. All amendments must be posted in the Company Docket to take effect.

Section 11: Dissolution

11.1. **Procedure:** The LLC shall be dissolved only by a vote of the Members exceeding 60% of voting power.