Certificate of Formation & Operating Agreement

A&W Brewing Company LLC

Article 1 – Company Identity

a) Registered name of the Company. A&W Brewing Company LLC.

b) Name applicable to the Business Plugin. A&W.

c) Incorporator(s). AvatarNate7983, _Wydeawake, and Unitedboss.

d) Purpose. The Company is organized to produce, distribute, market, and sell beverages and related products for profit, and to engage in any lawful activity permitted under the laws of Redmont.

Article 2 – Ownership & Membership

a) Structure. The Company is a manager-managed Limited Liability Company (LLC).

b) Members. The legal Members of this Company are as follows:

- AvatarNate7983
- _Wydeawake

Unitedboss

Each Member possesses an equal thirty percent (30%) membership interest in the Company. The remaining ten percent (10%) interest is retained by the Company. Management authority is vested in the officers as defined in Article 2(f).

No membership interest may be sold, transferred, assigned, or otherwise conveyed without the express consent of all current Members.

Members may be admitted by consent of all Officers in the company. Officers shall come to an agreement within 7 days of membership being requested, if all Officers fail to come to an agreement membership automatically gets denied.

Members may be removed by the same process as admittance, if all Officers fail to come to an agreement membership stays valid. Members may also be removed automatically if they have not been active in the DC and / or Discord server for 30 days without first requesting a leave of absence with the CAO.

c) Capital Contribution. Each Member is required to contribute $25.00 to the Company upon formation unless otherwise agreed unanimously by the Members. Failure to meet this requirement within 14 days of becoming a Member will result in revocation of Membership.

d) Consent of Action. Two-thirds of the officers must provide consent before the Company enters into any significant contract, partnership, acquisition, sale of major assets, or other long-term business arrangement.

e) Officers.

- AvatarNate7983 – Chief Executive Officer (CEO)
- _Wydeawake – Chief Marketing Officer (CMO)
- Unitedboss – Chief Operating Officer (COO)

Article 3 – Profit & Loss Distribution

a) Distributive Procedure. Profits, losses, dividends, and other distributions shall be allocated equally between the Members unless otherwise agreed unanimously.

Article 4 – Amendment

a) Amendments. Amendments to this Certificate may only be made by unanimous resolution of all Members.

Article 5 – Bylaws

a) No Bylaws. The Company shall not adopt bylaws and shall instead be governed exclusively by this Certificate and the laws of Redmont.

Article 6 – Dissolution

a) Dissolution of the Company. The Company may be dissolved by unanimous resolution of all Members.

b) Upon Dissolution. After satisfaction of all outstanding debts and obligations, all remaining assets, profits, liabilities, and property of the Company shall be distributed equally between the Members unless otherwise agreed unanimously.

Article 7 – Duration

a) Duration. The Company shall exist perpetually unless dissolved pursuant to Article 6.