Certificate of Formation

Dino Nuggie Bank LLC

On this day, the 12th day of October 2025, the undersigned Formator, AsexualDinosaur, hereby declares and affirms to have formed a new Limited Liability Company pursuant to Section 8 of the Legal Entity Act.

Part I - Formation

1 – Name and domicile

(1) The name of the Company is "Dino Nuggie Bank LLC".
(2) The name of the Company may be abbreviated to "DNB".
(3) It holds domicile in Reveille, in the Commonwealth of Redmont.

2 – Purpose

(1) The purpose of the Company is:
    a. To operate a commercial bank in the Commonwealth of Redmont.
    b. To engage in any and all lawful activities which may contribute to furthering its purpose.
(2) The Company is organized as a Limited Liability Company pursuant to Section 8 of the Legal Entity Act.
(3) The duration of the Company shall be perpetual.

4 – Members

(1) The Company is organized as an interest-based LLC.
(2) The Members are those natural persons and legal entities that hold interest in the Company.
(3) Their Interest is defined by the number of units of interest they hold.
(4) The Company shall keep an Interest Register, wherein all natural persons and legal entities that hold interest in the Company are registered, and which is posted to the Company Docket.
(5) The Operating Agreement shall set further rules regarding the rights and obligations of the Members, as well as the procedure by which Interest may be created or transferred.

8 – Voting

(1) The voting power of each Member is proportional to the Interest they hold.
(2) Any Member may call for a vote by the Members on any issue.
(3) The Member calling for a vote shall notify all other Members of the vote taking place in a chat accessible by all Members.
(4) Members must be given at least 24 hours to issue their vote.

(5) Voting closes upon Members representing at least 50% of Interest having voted or after 24 hours, whichever comes later.

5 – Management

(1) The Company is managed by its Members.
(2) The Operating Agreement shall set further rules regarding the Management of the Company.

6 – Amendments

(1) The Certificate of Formation may be amended by unanimous vote of the Members.
(2) Amendments must be posted to the Company Docket, pursuant to the Legal Entity Act.

7 – Initial interest

(1) Upon formation, 10,000 units of Interest in the Company exist.
(2) Upon formation, the Interest is held as follows:
    a. AsexualDinosaur: 6,000 units of interest.
    b. Bardiya_King: 4,000 units of interest.
(3) No initial capital contributions from any members.

8 – Conflict Resolution

(1) Disputes between Shareholders shall first be resolved through direct, good-faith conversation.
(2) If unresolved, such disputes shall fall under the jurisdiction of the Courts of the Commonwealth of Redmont.

Part II – Operating agreement

9 – Creation of Interest

(1) The Members may, by majority vote, decide to issue units of Interest by creating new units of Interest,
(2) No Member's ownership may be diluted without their express written consent.
(3) If new units are issued, all Members shall have a pre-emptive right to purchase enough units to maintain their percentage ownership.
(4) The Members may, by majority vote, require capital contribution in exchange for the newly created units of Interest.

10 – Transfers of Interest

(1) A Member may not transfer their Interest to another natural person or legal entity without authorization by a majority vote of the Members.

(2) The Members may, by majority vote, determine to whom and in what numbers a Member may sell their Interest in the Company.

11 – Removal of Members

(1) A member is automatically removed upon:
    a. Being permanently banned or permanently deported.
    b. Becoming inactive, by not having logged in for at least 6 months.
(2) The Interest of the removed Member is automatically distributed among the remaining Members proportional to their Interest.

12 – Rights of the Members

(1) Members have the right to be treated fairly and in accordance with good faith practices by the company and by other Members.
(2) Members have the right to receive any information about the company they require to exercise their ownership of the company to its fullest extent.

13 – Obligations of the Members

(1) Members have the duty to act in good faith and in the best interest of the Company.
(2) Members have a fiduciary duty to the other Members.
(3) Members have the duty to assist the Company in furthering its purpose.

14 – Management and Officers

(1) The day-to-day operations of the Company are handled by the Managers and Officers.
(2) The Managers consist of all Members of the Company.
(3) The Members may, by majority vote, appoint or remove Officers to aid them in the day-to-day running of the company.
(4) Managers and Officers are entitled to conduct the ordinary business of the company and to take any ordinary decisions and to make any ordinary agreements in the course thereof, as directed by the Members from time to time.
(5) Managers and officers equally have the obligations as set out in Section 14 for Members.

15 – Employees

(1) Managers and Officers may hire or fire other employees to assist them in running day-to-day operations, as directed by the Members from time to time.
(2) Employees have the rights and duties as determined by management, but do not have the right to sign on the Company's behalf.

16 – Liability

(1) No Member, Manager, Officer or Employee shall be held liable for the debts of the Company, unless these debts were created by such an individual acting against their obligations as set out in this Operating Agreement.

17 – Profits

(1) The Members may, by majority vote, decide to distribute profits to the Members.
(2) The amount of profit to be distributed is set by the Members, by majority vote.
(3) Profits are distributed to the Members according to their Interest in the company.

18 – Dissolution and winding up

(1) The Members may, by majority vote, decide to dissolute the Company.
(2) A vote to dissolute the Company follows the ordinary voting process.
(3) Upon adoption of a vote to dissolute the Company, the Company is wound up in accordance with Section 8, Subsection 16 of the Legal Entity Act.

19 – Amendments

(1) This Operating Agreement may be amended by majority vote of the Members.
(2) Amendments must be posted to the Company Docket, pursuant to the Legal Entity Act.

20 - Capital Contributions

(1) No members have provided capital interest

Thus executed this 12th day of October 2025.

AsexualDinosaur, Formator.

