CERTIFICATE OF FORMATION FOR NOOT NOOT MEDIA

Pursuant to the Legal Entity Act of the Commonwealth of Redmont, the undersigned hereby executes this Certificate of Formation to formalize the business structure:

1. NAME AND PURPOSE
* Name: The name of the limited liability company is Noot Noot Media LLC (officially registered and recognized in-game as NootNootMedia).
* Purpose: To provide photography, videography, etc service to the people of Redmont for weddings, business, etc.
* Registered Agent: .Epicp5nguin (@P5nguin on Discord).

2. MANAGEMENT AND OWNERSHIP
* Management Type: Member-Managed solely by the Managing Member.
* Structure Type: Single-Member interest-based LLC where ownership is measured by a 100% quantifiable percentage.
* Ownership Split: 100% of membership interests, voting rights, and structural control are held entirely by the Sole Owner, .Epicp5nguin.
* Corporate Separation: The Company exists as an independent legal entity. The personal wallet, assets, and bank balance of .Epicp5nguin are legally separate from the balances, accounts, and courier obligations of the Company.
* Independent Contractors: The firm utilizes independent contractors for clientele and operations. These contractors hold 0% interest, possess no voting rights, and carry no internal liability for the firm.
* Transferability of Interests: Non-transferable without the explicit written consent of the Sole Owner.

3. CAPITAL CONTRIBUTIONS & LIABILITY LIMITS
* Initial Capital: The initial capital contribution consists of $500 provided entirely by .Epicp5nguin, deposited into the in-game company balance initialized through the /db deposit command.
* Limitation of Owner Liability: The personal financial liability of .Epicp5nguin for any lost packages, delayed shipments, or vehicle damage claims against the LLC shall be strictly limited to the capital explicitly contributed and held within the Company's balance sheet.
* Additional Capital: No additional capital contributions are required from the Sole Owner. Failure to provide additional personal funding to cover corporate shortfalls will result in the firm operating strictly within its existing balances without personal recourse or liability falling onto .Epicp5nguin.

4. PROFIT AND LOSS DISTRIBUTION
* Distribution of Profits & Revenues: Because this is a Single-Member interest-based LLC, 100% of all net company profits and tax losses shall be allocated and distributed solely to the owner, .Epicp5nguin.
* Retention of Financial Liabilities: 100% of all corporate debts, refunds, etc are retained strictly and solely by Noot Noot Media LLC as an independent corporate body. No corporate liabilities shall pass through to, or be collected from, the personal bank account or assets of .Epicp5nguin.

5. MEDIA POOL FRAMEWORK & REFUND CLAIMS
* Limited Reimbursement Pool: The Company operates strictly on a limited-pool framework. Any compensation for the packages proven to be refunded shall be paid out exclusively from available corporate funds held in the LLC's in-game account.
* Insolvent Protocol: If valid claims of refunds or general corporate debts exceed total available corporate cash, the LLC shall freeze payouts and file for Chapter 7 Bankruptcy under Redmont law. Clients and creditors explicitly waive all rights to pursue .Epicp5nguin in civil court for personal damages or file criminal complaints for white-collar fraud due to business insolvency.

6. AMENDMENTS
* Provisions: Amendments to this Certificate of Formation or the company structure may be made at any time by a 100% unanimous vote of the membership interest. Because the Sole Owner holds 100% of the interest, amendments are enacted solely at the discretion of .Epicp5nguin, satisfying the legal majority threshold.

7. BYLAWS
* Governance: The internal operations of the LLC shall be governed by company bylaws established by the Sole Owner. In the event of a conflict between the company bylaws and this Certificate of Formation, this Certificate of Formation and the laws of the Commonwealth of Redmont shall take legal precedence.

8. DISSOLUTION
* Winding Up: The LLC may be dissolved at any time by the explicit decision of the Sole Owner. Upon dissolution, winding up shall follow Legal Entity Act standards: all independent contractor agreements will be terminated, any and all outstanding company debts or current project will be paid/refunded out strictly from the remaining company balance, and any remaining liquidated assets or balances after all corporate debts are entirely settled will return to .Epicp5nguin.

Signed,
.Epicp5nguin, Managing Member on behalf of Noot Noot Media LLC