

CERTIFICATE OF FORMATION & OPERATING AGREEMENT

OF

EVIL CORP LLC.

Pursuant to the Legal Entity Act and other applicable laws of the Commonwealth of Redmont, the undersigned incorporator hereby adopts and files this Certificate of Formation to form a limited liability company.

1.) ARTICLE I - NAME

(a) The name of the LLC shall be **Evil Corp LLC.**
(hereinafter referred to as the "Company" or "Evil Corp")

(b) The authorized in-game designation and the name for the business plugin is **"EvilCorp".**

(c) The Corporation shall conduct business and be publicly known under the brand name **"EvilCorp"**. All products, services, marketing materials, and public facing communications may use the brand name **"Evil Corp"** or product specific names utilizing the name: **"EvilCorp"**.

(d) For all legal, regulatory, and Company Docket purposes, the registered name **"Evil Corp LLC."** shall be used.

2.) ARTICLE II - OWNERSHIP & MANAGEMENT

(a) Structure: **Evil Corp** shall be a Manager-Managed LLC.

(b) Additionally, the Incorporator of the company shall be

Name (IGN)	**FuriousDestroyer**
Discord Name	**zero4752.**
Role	**Manager, Incorporator & Sole Member**

(d) Furious Destroyer (hereinafter referred to as **"the Incorporator",** or **"Furious Destroyer"**) shall be the sole manager and member until one is added in the future.

3.) ARTICLE III - NATURE OF BUSINESS

(a). The nature of the business to be conducted by Evil Corp is to provide private banking services to specific individuals, and hold investments and/or subsidaries.

(b). The Company may additionally engage in any lawful act and/or activity related to or incidental yo the foregoing purpose for which limited liability companies may be organized under the LEA

4.) ARTICLE IV - CAPITAL CONTRIBUTIONS

(a). The initial capital contribution of the Company shall be provided by Furious Destroyer. The initial contribution shall consist of all funds, assets, resources, or subsidiaries contributed to the company at the time of formation.

(b). No member shall be required to make additional capital contributions beyond the initial contribution unless agreed to by the member. Additional contributions may be made voluntarily at the discretion of the member.

5.) ARTICLE V - DISPUTE RESOLUTION

(a). Should there be any issues between the members, they shall first attempt to resolve the issue through good faith negotiation within seven (7) days time.

(b). Should good faith negotiation fail, the members shall unanimously agree on a neutral third party to mediate the suituation.

(c). Shall all attempts of mediation and good faith negotiation fail, any member of the company may file a lawsuit with a court of the Commonwealth of Redmont, which should have juridstiction over all disputes, and have the final say.

6.) ARTICLE VI - PROFIT AND LOSS DISTRIBUTION

(a). 100% of profits shall be given to the Incorporator, they may choose to amend this provision at their own discretion, or distribute profits as they please.

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8.) ARTICLE VIII - AMENDMENTS

(a). This Certificate of Formation may be amended at the discretion of The Incorporator, or if shareholders and/or other directors achieve a supermajority vote of 50% (if applicable)

(b). If The Incorporator amends the Certificate of Formation without a supermajority vote from shareholders and/or other directors, they must give 7 day prior notice.

(c). In acoordance with the DOC Business Incorporation Policy, any amendments to the Certificate of Formation must be filed in the Company Docket.