CERTIFICATE OF FORMATION

OF

Redmont Settlement Company LLC

Liability Company (LLC) organised under the laws of the Commonwealth of Redmont

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Article 1 – Name

The name of the Limited Liability Company is **Redmont Settlement Company LLC** and will be referred to as "the Company", "the LLC", or "**RSC**".

Article 2 – In-Game Company

The name of the Company in the business plugin is "**RedmontSettlementCompany**".

Article 3 – Registered Office

The registered office of the Company is **Snx1**, Reveille.

Article 4 – Incorporator

The sole incorporator of the Company is **pixelhunter9**

Article 5 – Purpose

To facilitate bilateral or multilateral agreements between two (2) or more parties to exchange an agreed upon amount of a commodity for a set price or rate in advance, for delivery on a specified future date.

Both or all counterparties will transfer the full contract value at inception unless the filed contract template provides otherwise. The Company holds the property as bailee until the delivery date. On the delivery date, the Company will release each Party's property to the other.

A flat fee per contract is fixed in advance regardless of the contract value or outcome. The Company does not take any position with or against a counterparty nor losses or gains with the outcome of the exchange.

In the case a party fails to deliver by the specified date, the Company applies the terms of the contract template agreed by both or all parties.

Article 6 – Compliance

All activities pursued by the Company shall be conducted subject to the laws of the Commonwealth of Redmont and any applicable licence, regulation, rule, or binding order.

Article 7 – Duration

The Company shall have perpetual existence until dissolved by terms of this Certificate of Formation or applicable law.

Article 8 – Management

The Company shall be manager-controlled. The first Manager of the Company shall be **pixelhunter9**, who shall serve until resignation, removal, or replacement by resolution of the Member(s).

Article 9 – Membership

The Company shall have one (1) initial Member, **pixelhunter9**, holding one hundred percent (100%) of the membership interest. There shall be a single class of membership interest carrying uniform voting and distribution rights. There shall be no non-voting members and no economic-only members. Recorded below are the initial Member(s)

Name	Capital	Membership Interests	Voting Power
pixelhunter9	$5,500.00	100.00%	100.00%

Article 10 – Capital Contributions

(a) Initial Contributions. Each Member's initial capital contribution is as set forth in the Incorporated Entity Summary and recorded in the table above. The initial Member, pixelhunter9, has contributed $5,500.00 to the Company in exchange for one hundred percent (100%) of the membership interest.

(b) Additional Contributions. No Member(s) shall be required to make any capital contribution beyond their initial contribution, except to a capital call approved by unanimous vote of the Member(s), which resolution shall specify the amount required, its purpose, and the date by which it is due.

(c) Failure to Contribute. A Member who fails to fund an approved capital call by the date fixed in the resolution shall be in default. Upon default, the Manager may, by resolution, (i) reduce that Member's membership interest and voting power in proportion to the shortfall, (ii) treat the unfunded amount as a debt owed to the Company recoverable by any lawful means available to the Company, or (iii) pursue both remedies concurrently. No default under this Article shall relieve a Member of any liability voluntarily assumed under Article 13.

Article 11 – Admission, Removal, and Transfer

Membership Interests shall not be transferable, and no additional Member(s) shall be admitted, except by unanimous vote of the Member(s). No admission, removal, or transfer shall take effect until the member register in the Incorporated Entity Summary has been updated.

Article 12 – Amendments

This Certificate of formation may be amended by majority of voting power of the Member(s). No amendment shall be created to impose personal liability on any Member(s) except to the extent of the law. Any amendments that alters the voting process in any way or alters Article 11 of this document must receive a super majority of at least sixty-six percent (66%).

Article 13 – Property Held on Behalf of Others

Property transferred to the Company by a counterparty under a contract facilitated by the Company is held in bailment for that counterparty. Such property is not an asset of the Company, nor of the Membership, and confers no interest in the Company upon the transferor.

Article 14 – Liability

No Member(s) is/are liable for the Company's debts except as they voluntarily assume.

Article 15 – Bylaws

The Company may adopt internal Bylaws to govern operational and administrative matters not otherwise stated by this Certificate of Formation, including meeting procedures, recordkeeping, and the day-to-day conduct of the Company's business. Bylaws may be adopted or amended by resolution of the Manager, subject to ratification by majority vote of the Member(s).

Bylaws are subordinate to and derive their sole authority from this Certificate of Formation. In the event of any conflict between the Bylaws and this Certificate, the Certificate shall control. No Bylaw may modify, expand, or restrict any right, obligation, or procedure fixed by this Certificate, including the amendment procedure stated in Article 11, nor may any Bylaw impose personal liability on any Member(s) beyond what is permitted under Article 13.

Until such time as Bylaws are adopted, the Company shall be governed solely by this Certificate of Formation and the applicable laws of the Commonwealth of Redmont.

Execution

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Formation on the date written below.

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pixelhunter9, Incorporator

Date:
