CERTIFICATE OF FORMATION & OPERATING AGREEMENT

OF

TreeWell Corporation.

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 **TreeWell Corporation.**
(hereinafter referred to as the "Company" or " TreeWell")

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

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

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

2) ARTICLE II - OWNERSHIP & MANAGEMENT

(a) Structure: **TreeWell Corporation** shall be a Manager-Managed LLC.

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

Name (IGN)	**mvchrelle**
Discord Name	**randomduckling.**
Role	**Chief Executive Officer, Chairman Of The Board**

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

3) ARTICLE III - NATURE OF BUSINESS

a. TreeWell Corporation may additionally engage in any lawful act and/or activity related to or incidental to the foregoing purpose for which limited liability companies may be organized under the Legal Entity Act

4) ARTICLE IV - CAPITAL CONTRIBUTIONS

a. The initial capital contribution of the Company shall be provided by **mvchrelle**. 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.

7) ARTICLE VII - AMENDMENTS

(a) This Certificate of Formation may be amended at the discretion of The Incorporator, or if shareholders ans/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 accordance with the DOC Business Incorporation Policy, any amendments to the Certificate of Formation must be filed in the Company Docket.