CERTIFICATE OF FORMATION
OBSIDIAN PARTNERS LLC
Commonwealth of Redmont

Article I — Name

The registered name of this Limited Liability Company is Obsidian Partners LLC.

Article II — In-Game Company Name

The name of the in-game company in the business plugin is ObsidianPartners.

Article III — Incorporators

This Limited Liability Company is incorporated by ItsEgo.

Article IV — Nature of Business

The purpose of Obsidian Partners LLC is to engage in any lawful act or activity for which a Limited Liability Company may be organised under the Laws of Redmont, including but not limited to mergers and acquisitions advisory, corporate finance advisory, business valuation, capital raising, consulting, and the provision of custom business tools and technology services. Investment advisory services will be offered upon approval and registration as a Financial Institution — Investment Bank by the Department of Commerce.

Article V — Management

Obsidian Partners LLC shall be member-managed. All management decisions shall be made by Class A members voting in proportion to their respective membership interests by percentage. No single provision of this Certificate shall be construed to grant any individual Class A member unilateral authority over the LLC except as expressly stated herein.

Article VI — Member Classes

Two authorised member classes are hereby established:

Class A — Managing Member. Full voting rights over all affairs of the LLC. Voting power is exercised in proportion to each Class A member's percentage membership interest. Class A members collectively govern the LLC and share in profit distributions on a 2:1 basis relative to Class B members as outlined in Article VIII.

Class B — Non-Managing Member. Economic interest only. Class B members hold no voting rights of any kind. Class B members share in profit distributions as outlined in Article VIII.

Article VII — Capital Contributions

(a) **Founding Capital.** The founding Class A member, ItsEgo, shall contribute an initial capital amount of DC$100,000 to the LLC upon approval of this Certificate of Formation by the Department of Commerce. No ongoing or recurring capital contributions are required of any member.

(b) **Future Member Contributions.** Any person seeking admission as a member of the LLC must contribute capital prior to admission. The required contribution amount shall be determined by a majority of Class A voting power by percentage interest, reflecting the percentage membership interest to be granted, prevailing market conditions, and the current business needs of the LLC. The required contribution must be paid in full before membership takes effect.

(c) **Consequences of Non-Contribution.** In the event that an agreed capital contribution is not received prior to admission, the prospective member shall be granted 14 days from the agreed contribution date to remedy the shortfall. Failure to contribute within this 14-day cure period shall result in immediate disqualification from membership. No membership interest shall be issued until full payment is confirmed.

Article VIII — Profit and Loss Distribution

(a) **Definition of Profit.** Profit is defined as total revenue less all operating expenses and applicable taxes for the relevant period, as determined by a majority of Class A voting power by percentage interest.

(b) **Distribution Mechanism.** Profits shall be distributed on a 2:1 ratio between Class A and Class B membership classes as follows:

(i) 66.67% of distributable profit shall be allocated to all Class A members collectively, then divided among them in proportion to their respective percentage membership interests.

(ii) 33.33% of distributable profit shall be allocated to all Class B members collectively, then divided among them in proportion to their respective percentage membership interests.

(iii) If no Class B members exist at the time of distribution, the entirety of distributable profit shall be allocated to Class A members in proportion to their respective percentage membership interests.

(c) **Distribution Schedule.** Profit distributions shall be made on the last day of each calendar month, subject to approval by a majority of Class A voting power by percentage interest conducted prior to that date. Class A members may, by a majority of Class A voting power by percentage interest, resolve to retain some or all profit for future business use rather than distribute it.

(d) **Loss Allocation.** Losses shall be allocated among all members in proportion to their respective percentage membership interests. No member shall be personally liable for losses beyond their contributed capital, except as otherwise required by law.

Article IX — Admission, Removal and Transfer of Membership

(a) **Admission of Class A Members.** New Class A members may only be admitted by unanimous consent of all existing Class A members. Admission shall take effect upon full payment of the required capital contribution, execution of any required documentation, and filing of an amendment to this Certificate and update of the Member Register in the Company Docket.

(b) **Admission of Class B Members.** New Class B members may be admitted by a majority of Class A voting power by percentage interest. The same capital contribution and filing requirements apply.

(c) **Removal of Members.** Any member, whether Class A or Class B, may be removed by a majority of Class A voting power by percentage interest. The member subject to removal shall not participate in the vote concerning their own removal. Grounds for removal include but are not limited

to:

(i) Material breach of this Certificate or any operating agreement;

(ii) Conduct materially detrimental to the interests of the LLC;

(iii) Inactivity, defined as failure to engage meaningfully with the LLC's affairs for a period exceeding 60 consecutive days without prior written notice to the Class A members.

(d) **Effect of Removal.** Upon removal, the removed member's membership interests shall revert to the LLC unless otherwise agreed in writing by a majority of Class A voting power by percentage interest. The removed member retains no voting rights, economic interests, or claims against the LLC following the effective date of removal.

(e) **Transfer of Membership Interests.** No member may transfer their membership interest to any third party without prior approval by a majority of Class A voting power by percentage interest. The transferring member shall not participate in the vote. If a proposed transfer is blocked:

(i) The remaining Class A members shall have first right of refusal to acquire the blocked interest, proportional to how their ownership percentage would be recalculated following the purchase.

(ii) If the remaining Class A members decline to exercise their right of refusal, the member seeking to transfer must convert their Class A membership interest to a Class B membership interest. Upon conversion, the member retains their proportional economic interest but loses all voting rights.

(iii) Any approved transfer shall be recorded by amendment to this Certificate and update of the Member Register filed in the Company Docket.

Article X — Bylaws

(a) The LLC may adopt Bylaws to govern operational and procedural matters not otherwise addressed in this Certificate of Formation. The adoption, amendment, or repeal of Bylaws shall require a majority of Class A voting power by percentage interest.

(b) In the event of any conflict between the Bylaws and this Certificate of Formation, this Certificate of Formation shall prevail in all respects.

(c) Any reference in law to the formation instrument shall include the Bylaws where the relevant subject matter has been delegated to the Bylaws by this Certificate.

Article XI — Amendments

This Certificate of Formation may be amended at any time by a majority of Class A voting power by percentage interest. Any amendment shall be recorded in writing and filed in the Company Docket. No amendment shall take effect until it has been filed and, where required by law, approved by the Department of Commerce.

Article XII — Dissolution

(a) **Approval.** The dissolution of Obsidian Partners LLC shall be approved by a majority of Class A voting power by percentage interest.

(b) **Settlement of Debts and Liabilities.** Upon dissolution, the LLC shall first settle all outstanding debts and liabilities owed to creditors and third parties before any distribution is made to members.

(c) **Distribution of Remaining Assets.** Following the settlement of all debts and liabilities, any remaining assets of the LLC shall be distributed to members in proportion to their respective percentage membership interests as recorded in the Member Register at the time of dissolution.

(d) **Winding Up.** The dissolution and winding up of the LLC shall otherwise be conducted in accordance with the Legal Entity Act of the Commonwealth of Redmont.

Article XIII — Perpetual Existence

Obsidian Partners LLC shall have perpetual existence unless dissolved in accordance with Article XII of this Certificate and the Legal Entity Act of the Commonwealth of Redmont.

Article XIV — Liability

No member of Obsidian Partners LLC shall be personally liable for the debts, obligations, or liabilities of the LLC solely by reason of being a member, except as otherwise required by law or expressly assumed by that member.

Member Register

Member	Class	Membership Interest
ItsEgo	Class A	100%

ItsEgo
Incorporator