CERTIFICATE OF FORMATION
Knight Sub Legal LLC

Part I - Definitions

1. "the LLC": Knight Sub Legal LLC

Part II - Provisions

1. Registered Name: Knight Sub Legal LLC

2. Form: Limited Liability Company (LLC)

3. Incorporator(s): knight_sub9

4. Associated In-Game Company: Sub-Nine-Legal

5. Purpose
The purpose of Knight Sub Legal LLC is to engage in any lawful activity for which an LLC may be organized under the laws of the Commonwealth of Redmont, including but not limited to:

6. Management Structure
- Management Type: Member-Managed
- Initial Manager(s):
  - Name: knight_sub9
  - Role: Managing Member
  - Powers: Full authority to make all business decisions for the LLC, enter into contracts on behalf of the LLC, and open/manage bank accounts.

7. Membership Interests
- Initial Member: knight_sub9
- Membership Interest: knight_sub9 holds 100% of the membership interests in the LLC.
- Capital Contributions: knight_sub9 has made one $100 financial contribution.

8. Profit and Loss Distribution
- Profit Distribution: All profits of the LLC shall be distributed to knight_sub9.
- Loss Distribution: All losses shall be borne by the LLC itself.

9. Transfer of Membership Interests

- Transfer Restrictions: Membership interests cannot be transferred, sold, or inherited without the written consent of all members.

10. Admission and Removal of Members
- Admission of new members: New members may only be admitted by unanimous vote of all existing members. New members must make a capital contribution (amount to be determined by the admission resolution).
- Removal of members: A member may be removed by a majority vote (50% + 1 of voting power) if they violate the Bylaws or the RCEA, or are inactive (e.g., no participation in votes for 30 days). Removed members shall not receive a refund of their capital contributions.

11. Amendments to the Certificate of Formation
- Amendments to this document require a majority vote (50% + 1 of voting power) of all members and written documentation of the amendment in the Company Docket.
Amendments that increase member liability require the consent of all affected members.

12. Bylaws
This LLC does not use separate Bylaws. All rules are contained in this Certificate of Formation.

13. Dissolution and Winding Up
The LLC may be dissolved by a majority vote (50% + 1 of voting power).
All assets shall be distributed equally among the members. All liabilities shall be paid in full before the distribution of assets.

14. Liability and Indemnification
- Member Liability: The liability of members is limited to their capital contributions. Members shall not be personally liable for the LLC's debts, except in cases of fraud or willful misconduct.
- Indemnification: The LLC shall indemnify its members and managers for all costs incurred in the lawful performance of their duties.

15. Meetings and Voting
- Meetings: No regular member meetings are required.
- Voting: Each member has one vote per membership interest. Quorum is 50% + 1 of voting power. Voting Duration is 48 hours.

16. Miscellaneous Provisions
- Governing Law: This document and the LLC are governed by the laws of the Commonwealth of Redmont.
- Severability: If any provision of this document is invalid, all other provisions shall remain fully effective.
- Amendments by Law: Changes to the RCEA or other laws may override provisions of this document.