CERTIFICATE OF FORMATION NETHERITE CAPITAL

ARTICLE I - NAME, OFFICE, PURPOSE, AND TERM

1. **1.1 Name.** The name of the Limited Liability Company is **Netherite Capital,** referred to in this Certificate and governing Agreement as the "Company" or the "LLC."

1.2 Plugin Name. The In-Game/Plugin name of the Company is **Netherite_Capital.**

1.3 Registered Office. The registered office of the Company shall be **sim_g07**, Commonwealth of Redmont.

1.4 Purpose. The Company is organized to **invest money into other companies or help people start companies and getting a % and either selling it for profit or get revenue.**

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

1.6 Term. The Company shall continue until dissolved in accordance with this Agreement or applicable law.

ARTICLE II - INCORPORATORS, MEMBERS, OWNERSHIP, AND CAPITAL CONTRIBUTIONS

2.1 Incorporators. The incorporators responsible for forming the Company is Acewithasmile.

2.2 Initial Members and Ownership. The initial Members and their respective capital contributions, membership interests, and voting power are recorded below:

Ace	40000	100%	**100%**

2.3 Additional Contributions. No Member shall be required to make an additional capital contribution unless the approval threshold stated in Article III is satisfied in writing. An additional contribution shall not change membership interests or voting power unless this Agreement is formally amended in writing.

2.4 No Unauthorized Withdrawal. A Member may not withdraw Company capital except through an approved distribution, repayment, transfer, buyout, or winding up under this Agreement.

ARTICLE III - MEMBER GOVERNANCE AND DECISION-MAKING

3.1 Voting Rights. Acewithasmile holds **100%** of voting rights. There is no superior, tie-breaking, or deciding vote unless expressly stated in this Agreement.

3.2 Approval Standard. Every matter submitted for Member approval requires **UNANIMOUS** approval. Reserved matters identified in this Agreement require unanimous written approval unless this Agreement expressly provides otherwise.

3.3 Written Decisions. A Member decision may be made through a written resolution without a meeting. A retained direct message, in-game message, email, signed document, Company record, or other reliable written platform may evidence approval.

3.4 Deadlock. If the Members disagree or a vote is tied, the proposed action shall not proceed and the existing position shall remain unchanged until the required approval is obtained or the dispute is resolved under a written deadlock procedure adopted by the Members.

ARTICLE IV - MANAGEMENT

4.1 Management Structure. The Company shall be **MEMBER-MANAGED** . Except for matters reserved to the Members, the person or persons appointed to manage the Company may exercise the powers stated in this Article.

4.2 Appointment. Acewithasmile **is appointed as the Manager of the Company. The Manager IS a Member and receives no additional membership interest or voting power solely by holding that position unless expressly stated otherwise.**

4.3 Operational Authority. Subject to this Agreement and any valid Member direction, the Manager has authority over the day-to-day management, accounts, contracts, property, records, systems, personnel, and ordinary affairs of the Company.
4.4 Contracts and Representation. The Manager may execute contracts, open and control Company accounts, approve ordinary transactions, employ or dismiss personnel, appoint agents, acquire or dispose of Company property in the ordinary course, represent the Company, and take any reasonable action necessary to operate the Company.
4.5 Delegation. The Manager may delegate operational authority to employees, advisers, contractors, or agents. A delegation may be limited or revoked and does not transfer membership interests or Member voting power.
4.6 Reserved Matters. The Manager may not, without the required written Member approval, amend this Agreement, change membership interests or voting rights, admit a new Member, authorize a transfer of a membership interest, require additional Member capital, approve a distribution to Members, sell substantially all Company assets outside the ordinary course, merge the Company, or dissolve the Company.
4.7 Removal or Replacement. The Manager may be removed, suspended, or replaced through the approval standard stated in Article III. The Members may appoint an interim or replacement Manager through the same approval process.
4.8 Separate Management Terms. Compensation, duties, authority, term of appointment, removal procedure, and other management terms may be stated in a separate written agreement. Any such agreement supplements this document and may not alter membership interests or voting rights unless this Agreement is formally amended.

ARTICLE V - DUTIES, CONDUCT, AND COMPANY PROTECTION

5.1 Manager Duties. The Manager shall manage and develop the Company, protect Company property, maintain reasonable financial and operational records, supervise personnel, comply with approved policies, act honestly toward the Company, and exercise authority in the Company's interests.
5.2 Conflicts and Company Opportunities. The Members, Manager, employees, contractors, and agents shall disclose any material personal interest in a proposed Company transaction and shall not misuse Company information, assets, funds, accounts, or opportunities for personal benefit.
5.3 Confidentiality. Non-public Company financial, ownership, commercial, legal, security, and operational information shall be confidential except where disclosure is authorized or required by law.
5.4 Internal Controls. The Manager may establish financial controls, approval limits, accounting practices, recordkeeping standards, security controls, risk controls, and other internal governance rules, subject to any valid Member direction.
5.5 Company Property. All funds, accounts, receivables, records, systems, intellectual property, contracts, and other assets acquired in the Company's name are Company property and shall be kept separate from the personal property of the Members and Manager.

ARTICLE VI - PROFITS, LOSSES, AND DISTRIBUTIONS

6.1 Allocation. All Company profits, gains, losses, deductions, and other economic results shall be allocated**100%** to Acewithasmile**,** subject to applicable law and the separate legal identity of the Company.
6.2 Distributions. Available profits shall be distributed among the Members according to their membership interests, after payment or provision for Company debts, liabilities, expenses, taxes, reserves, and reasonable operating requirements. The timing and amount of every distribution require the approval standard stated in Article III.
6.3 No Preferential Distribution. No Member is entitled to a preferential distribution, repayment, or return solely because of title, management involvement, or additional work unless the required Member approval is given in writing.

6.4 Manager Compensation. The Manager may receive salary, bonuses, commissions, or other compensation under a separate written arrangement. Compensation does not create a membership interest or right to Member distributions.

ARTICLE VII - TRANSFERS AND NEW MEMBERS

7.1 Restriction on Transfer. A Member may not sell, assign, pledge, gift, or otherwise transfer any part of a Company membership interest without the prior written approval required under Article III.

7.2 Formal Written Amendment. Every approved transfer must be documented by a formal written instrument and an amendment to this Agreement stating the interest transferred, the transferor, the transferee, the effective date, the revised membership interests, and the revised voting power.

7.3 Admission of New Members. No person or entity may be admitted as a new Member without the required written approval of the existing Members and execution of a written agreement to be bound by this Agreement.

7.4 Voting After Ownership Changes. After a valid transfer or admission, Company decisions shall be determined by the voting power recorded in the written amendment. The amendment may provide voting power in proportion to membership interests or establish another approved allocation.

7.5 Unauthorized Transfers. A purported transfer made without compliance with this Article is ineffective against the Company and does not give the transferee voting, management, information, or representative authority.

ARTICLE VIII - OPERATING AGREEMENT, RECORDS, AND INFORMATION

8.1 Operating Agreement and Policies. The Members may adopt an Operating Agreement, accounting rules, financial controls, recordkeeping standards, security controls, and other internal governance documents through the approval standard stated in Article III. Such documents supplement this Certificate and are void to the extent they conflict with it.

8.2 Company Records. The Company shall maintain reasonable records of its incorporators, Members, membership interests, capital contributions, Member decisions, income, expenses, distributions, contracts, transfers, assets, amendments, and other material Company affairs.

8.3 Member Access. Each Member is entitled to reasonable access to Company records and material information, subject to client confidentiality, applicable law, and reasonable security controls.

8.4 Written Communications. A notice, approval, direction, or resolution may be delivered through any written platform capable of being retained as evidence, including an in-game message, forum message, direct message, email, signed document, or Company record.

ARTICLE IX - AMENDMENTS

9.1 Approval. This Certificate of Formation and governing Agreement may be amended only through the written approval required under Article III. An amendment changing a Member's personal liability or class rights requires that affected Member's express written consent where required by law.

9.2 Form of Amendment. Every amendment must identify the provision being changed, state the replacement wording or legal effect, and be retained with the Company records. No oral amendment is effective.

9.3 Filed Information. Where an amendment changes information required to be filed or registered, the Manager or another authorized person shall cause the appropriate filing or update to be made.

ARTICLE X - DISSOLUTION AND WINDING UP

10.1 Dissolution. The Company may be dissolved through the written approval required under Article III or when dissolution is otherwise required by applicable law or a binding order.

10.2 Winding Up. Upon dissolution, the Manager or another authorized person shall cease new business where appropriate, collect and protect Company property, settle or provide for liabilities,

close or transfer accounts and contracts, preserve necessary records, and wind up the Company's affairs.

10.3 Order of Distribution. After payment or provision for client claims, Company debts, liabilities, taxes, expenses, and other obligations, remaining assets shall first be applied to amounts properly owed to the Members and then distributed **100%** to Acewithasmile, subject to any valid membership amendment in effect at dissolution.

10.4 Final Filings. The authorized person shall submit any required dissolution, cancellation, or closing documents and shall take reasonable steps to terminate the Company's operations.

ARTICLE XI - LIABILITY AND GENERAL PROVISIONS

11.1 Limited Liability. The Members shall enjoy limited liability to the fullest extent permitted by applicable law. No Member is personally liable for a Company obligation solely by reason of membership, ownership, or voting rights, and the Manager is not personally liable solely by reason of acting as Manager.

11.2 Separate Legal Entity. Company property and obligations are separate from the personal property and obligations of the Members and Manager, except where applicable law or a binding determination provides otherwise.

11.3 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Redmont and any binding rules applicable to the Company and its activities.

11.4 Entire Agreement. This document and any valid supplemental agreement expressly permitted by it constitute the governing agreement concerning membership interests, voting, management authority, and Company operations.

11.5 Priority. If an Operating Agreement, policy, management agreement, delegation, or other internal document conflicts with this Agreement, this Agreement controls unless it has been validly amended by the Members.

11.6 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent possible.

11.7 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and through electronic or in-game signatures accepted by the parties. All counterparts together form one document.

ARTICLE XII - EXECUTION

12.1 Effective Date. This Agreement takes effect on **8/10/2026.**

12.2 Incorporator and Member Execution. By signing below, Members approve this Certificate and Agreement, confirm their respective membership interests and capital contributions, and appoint Acewithasmile **on the terms stated above.**

_____ _____

[INCORPORATOR / MEMBER]
Username: **[USERNAME]**
Date: **[DATE]**

[INCORPORATOR / MEMBER]
Username: **[USERNAME]**
Date: **[DATE]**