CERTIFICATE OF FORMATION
OF
AMESLAP POLITICAL ACTION COMMITTEE

Pursuant to the Legal Entity Act of the Commonwealth of Redmont and applicable business incorporation policies, the undersigned incorporator hereby forms a Limited Liability Company and adopts the following Certificate of Formation.

ARTICLE I — NAME

The name of the Limited Liability Company is **Ameslap Political Action Committee**, also to be referred and operated as **APAC**.

APAC is organized as a Limited Liability Company and Non-Profit under the Legal Entity Act.

ARTICLE II — IN-GAME COMPANY

The associated in-game company in the business plugin shall be **APAC**.

ARTICLE III — INCORPORATOR

The incorporator of APAC is:

Ameslap

ARTICLE IV — NATURE OF BUSINESS

APAC is organized to engage in any lawful act or activity for which a Limited Liability Company Non-Profit may be organized under the laws of Redmont.

Without limiting the generality of the foregoing, APAC's goal is to encourage lawful political participation, support candidates and public policies consistent with its adopted principles, educate the public regarding political matters, conduct political advocacy, and undertake other lawful activities related to these purposes.

ARTICLE V — MANAGEMENT

APAC shall be member-managed.

The business and affairs of APAC shall be managed by its member or members. The initial member and Managing Member shall be Ameslap.

The Managing Member may appoint officers, employees, or agents as necessary to carry out the ordinary business of the company.

The initial officers shall be:

President & CEO — Ameslap

ARTICLE VI — OWNERSHIP AND MEMBERSHIP INTERESTS

APAC shall have one member at formation.

The initial member shall be Ameslap, who shall hold 100% of the membership interest in APAC.

APAC shall initially have one class of members, known as Regular Members. Regular Members shall have full voting rights, management rights, and economic rights unless otherwise amended.

Membership interests may not be transferred, sold, assigned, or otherwise conveyed without the approval of the existing member or members. Any transfer of membership interest must be recorded in the member register and filed in the Company Docket before taking effect.

Additional members may be admitted by approval of the existing member or members and upon update of the member register in the Company Docket.

ARTICLE VII — CAPITAL CONTRIBUTIONS

The initial member, Ameslap, shall make an initial capital contribution to APAC in the form of funds, property, labor, services, inventory, business assets, or other consideration reasonably necessary to begin company operations.

The initial capital contribution shall be recorded in the company's internal records. No additional capital contribution shall be required from any member unless approved by the member or members.

If additional members are admitted, the required initial capital contribution for each new member shall be stated in the resolution, agreement, or docket filing admitting that member.

No member shall be personally obligated to make additional capital contributions unless that member expressly agrees to do so.

If a member fails to make a required capital contribution after agreeing to do so, the company may withhold distributions, reduce that member's economic interest, suspend that member's voting or management rights, or pursue any other lawful remedy approved by the remaining member or members, provided that such action is recorded in the Company Docket where required.

ARTICLE VIII — NON DISTRIBUTION

APAC's revenue and assets shall be used only to advance its non-profit purposes and pay its reasonable operating expenses.

APAC shall not distribute revenue, profits, dividends, or assets to its members.

Nothing in this Article prohibits APAC from:

1. Reimbursing a member for reasonable and documented expenses incurred on behalf of APAC;
2. Paying reasonable compensation for services actually provided to APAC; or
3. Making lawful political contributions, grants, campaign expenditures, or other program expenditures that directly advance APAC's state non-profit purpose.

ARTICLE IX — MEMBER DISPUTE RESOLUTION

Any internal dispute between members concerning the management, ownership, operation, finances, membership interests, or interpretation of this Certificate of Formation shall first be addressed through good-faith discussion between the affected members.

If the dispute cannot be resolved through good-faith discussion, the members shall attempt to resolve the matter through a written member vote, company resolution, or written settlement agreement.

If the dispute remains unresolved, any member may seek mediation, arbitration, administrative review, or judicial relief as permitted by Redmont law.

During the pendency of any internal dispute, the company shall continue ordinary business operations to the extent reasonably possible, and no member shall intentionally interfere with the company's operations, assets, records, or customer relationships.

ARTICLE X — BYLAWS AND COMPANY RULES

APAC may adopt bylaws, operating rules, policies, resolutions, or internal procedures governing the ordinary business and internal administration of the company.

Any bylaws or company rules shall be subordinate to this Certificate of Formation and applicable Redmont law.

If a bylaw, policy, rule, or resolution conflicts with this Certificate of Formation, this Certificate shall control.

Bylaws and company rules may address matters including, but not limited to, officer duties, employee expectations, customer service standards, inventory handling, financial procedures, advertising rules, internal approvals, and general business operations.

Bylaws, policies, and internal rules may be adopted, amended, or repealed by the member or members unless otherwise provided by this Certificate or applicable law.

ARTICLE XI — LIABILITY

No member, manager, officer, employee, or agent of APAC shall be personally liable for the debts, obligations, or liabilities of APAC solely by reason of acting in that capacity, except as required by law or expressly agreed to by that person.

ARTICLE XII — DISSOLUTION AND WINDING UP

APAC may be dissolved by approval of the member or members, by operation of law, by court order, by administrative action, or by any other lawful method provided under Redmont law.

Upon dissolution, APAC shall cease carrying on ordinary business except as necessary to wind up its affairs.

During winding up, the member or members, or a person appointed by them, shall collect company assets, resolve outstanding obligations, complete pending transactions where appropriate, sell or dispose of company property, close accounts, terminate business operations, and take any other reasonable action necessary to conclude company affairs.

Company assets shall be distributed in the following order:

1. First, to pay debts, liabilities, taxes, court judgments, regulatory penalties, employee obligations, and other legal obligations of APAC;
2. Second, to establish any reasonable reserves necessary for unresolved claims or liabilities;
3. Third, to return any unpaid capital contributions or member loans where applicable;
4. Fourth, to distribute any remaining assets to the government.

A final notice of dissolution or winding up shall be filed in the Company Docket where required.

ARTICLE XIII — DURATION

APAC shall have perpetual existence unless dissolved in accordance with this Certificate of Formation and applicable law.

ARTICLE XIV — AMENDMENTS

This Certificate of Formation may be amended by member resolution, unless a higher approval threshold is required by law or by this Certificate.

Any amendment shall be filed in the Company Docket as required by law.

ARTICLE XV — LEGAL CORRESPONDENCE

Legal correspondence for APAC should be directed to:

Ameslap

ARTICLE XVI — EFFECTIVE DATE

This Certificate of Formation shall become effective upon filing in the Company Docket or upon any other approval, acceptance, or filing required by applicable Redmont law.

Signed,

Ameslap
Incorporator
APAC