Certificate of Formation

Dino Nuggie Bank LLC

ARTICLE I - Name and Domicile

(1) **Registered Name:** Dino Nuggie Bank LLC
(2) **Abbreviation:** DNB
(3) **In-Game Company Name:** DNB
(4) **Domicile:** Reveille, Commonwealth of Redmont

ARTICLE II - PURPOSE

(1) The purpose of the Company is:
    (a) To operate a commercial bank in the Commonwealth of Redmont.
    (b) To engage in any and all lawful activities which may contribute to furthering its purpose.
(2) The duration of the Company shall be perpetual.

ARTICLE III - NON-PROFIT CHARACTER

(1) The Company is organised as a Non-Profit Limited Liability Company pursuant to the Legal Entity Act and shall maintain its non-profit character at all times, including:
    (a) Revenue shall not be distributed to its members;
    (b) Any compensation paid shall be reasonable; and
    (c) All transactions shall be conducted at arms-length standards.
(2) Upon voluntary winding up and dissolution, any net assets remaining after satisfaction of all debts and obligations shall be transferred to the government of Redmont or returned equally to the Company's donors up to their total donated amount.

ARTICLE IV - MEMBERSHIP

(1) The Company is organised as a member-based LLC. Members are those natural persons and legal entities admitted to membership in the Company.
(2) The Company shall maintain a Member Register posted to the Company Docket, recording all members and their member class.
(3) New members may be admitted by a majority vote of existing members.
(4) No initial capital contributions have been made by any member.

ARTICLE V - MEMBER CLASSES

(1) The Company shall have two classes of membership, defined by their voting power:

(a) **Class A -** carrying 60 voting power per member. The initial Class A member is AsexualDinosaur.

(b) **Class B -** carrying 40 voting power per member.There will be no initial member

(2) For the avoidance of doubt, total voting power in the Company is 100, with Class A holding 60% and Class B holding 40%.

(3) Profit distributions, asset distributions on dissolution, and all other entitlements shall be proportional to voting power unless otherwise resolved by unanimous vote of the members.

(4) A new member admitted to the Company shall be assigned to a member class by unanimous vote of existing members at the time of admission.

ARTICLE VI - VOTING

(1) The voting power of each Member is as defined by their member class under Article V.

(2) Any Member may call for a resolution to be voted upon.

(3) The Member calling for a vote shall notify all other Members in a channel accessible by all Members.

(4) Resolutions shall be open for vote for at least 48 hours, unless ended early via a simple majority of voting power.

(5) Quorum shall be 50% of all voting power, where explicit affirmative abstentions count toward quorum.

(6) Resolutions shall pass by simple majority of voting power cast, unless otherwise specified in this Certificate of Formation.

ARTICLE VII - MANAGEMENT

(1) The Company is member-managed. All management authority is vested in the members collectively.

(2) The Members may, by majority vote, appoint or remove Officers to aid in the day-to-day running of the Company.

(3) Officers are entitled to conduct the ordinary business of the Company and to make ordinary agreements as directed by the Members.

(4) Officers and employees shall not have the right to sign on the Company's behalf unless expressly authorised by member resolution.

(5) Officers may hire or dismiss employees to assist in running day-to-day operations, as directed by the Members.

ARTICLE VIII - TRANSFERS OF MEMBERSHIP

(1) A Member may not transfer their membership to another person or entity without authorisation by a majority vote of the Members.
(2) The Members may, by majority vote, determine to whom and under what conditions a Member may transfer their membership interest.

ARTICLE IX - REMOVAL OF MEMBERS

(1) A member is automatically removed upon:
    (a) Being permanently banned or permanently deported from the Commonwealth of Redmont; or
    (b) Becoming inactive by not having logged in for at least 6 months.
(2) Upon removal of a member, their membership interest shall be redistributed among the remaining members proportional to their existing voting power, unless otherwise resolved by the remaining members.

ARTICLE X - RIGHTS AND OBLIGATIONS OF MEMBERS

(1) Members have the right to be treated fairly and in accordance with good faith practices by the Company and by other Members.
(2) Members have the right to receive any information about the Company they require to exercise their membership to its fullest extent.
(3) Members have the duty to act in good faith and in the best interest of the Company.
(4) Members owe a fiduciary duty to the other Members.
(5) Members have the duty to assist the Company in furthering its purpose.

ARTICLE XI - LIABILITY

(1) No Member, Officer, or Employee shall be held personally liable for the debts of the Company, unless such debts were created by that individual acting against their obligations as set out in this Certificate of Formation or the Legal Entity Act.

ARTICLE XII - DISSOLUTION AND WINDING UP

(1) The Members may, by majority vote, decide to dissolve the Company.

(2) A dissolution resolution shall follow the ordinary voting process set out in Article VI.
(3) Upon adoption of a dissolution resolution, the Company shall be wound up in accordance with the Legal Entity Act.
(4) Upon dissolution, any net assets remaining after satisfaction of all debts and obligations shall be transferred to the government of the Commonwealth of Redmont or returned equally to the Company's donors up to their total donated amount, consistent with the Company's non-profit character.

ARTICLE XIII - AMENDMENTS

(1) This Certificate of Formation may be amended by a simple majority vote of the Members.
(2) Amendments must be posted to the Company Docket in accordance with the Legal Entity Act, and must contain the version of this document before and after the amendment.

ARTICLE XIV - CONFLICT RESOLUTION

(1) Disputes between Members shall first be resolved through direct, good-faith conversation.
(2) If unresolved, such disputes shall fall under the jurisdiction of the Courts of the Commonwealth of Redmont.

EXECUTED on this day, 28 March 2026

Incorporator: AsexualDinosaur

Signed,

AsexualDinosaur