# CERTIFICATE OF FORMATION
## OF
# FLIP LLC

Pursuant to the Legal Entity Act and other applicable laws of the Commonwealth of Redmont, the undersigned incorporator hereby adopts and files this Certificate of Formation to form a limited liability company.

## ARTICLE I

The name of the limited liability company is Flip LLC (the “Company”).

## ARTICLE II

The corresponding in-game business plugin name of the Company is: flip

## ARTICLE III

The name of the incorporator of the Company is: L4ndaakk

## ARTICLE IV

The purpose of the Company is to own, operate, manage, promote, and support one or more gambling facilities, and to engage in any other lawful activity for which a limited liability company may be organized under the laws of the Commonwealth of Redmont, except as otherwise limited by this Certificate of Formation or applicable law.

## ARTICLE V

1. The Company shall be a *member-based limited liability company*.
2. The sole initial member of the Company is the incorporator, who shall hold *100% of the membership interest* in the Company.
3. Unless and until additional members are admitted in accordance with this Certificate of Formation, *100% of voting power* of the Company shall be vested in the incorporator. Voting shall be by voting power as opposed to headcount.

## ARTICLE VI

1. The Company shall be *manager-managed*.
2. No manager is designated in this Certificate of Formation at the time of formation. The initial manager(s) of the Company may be appointed after formation by resolution of the member(s), and any such appointment shall be recorded in the Company Docket and reflected in the Company's records as required by law.
3. Until one or more managers are duly appointed, the sole initial member may take such actions as are reasonably necessary to complete formation, maintain the Company's legal existence, appoint the first manager(s), and preserve Company assets and rights. Managers shall be recognized as directors where applicable under the Legal Entity Act.

## ARTICLE VII

1. The sole initial member, which is *the incorporator*, shall make the initial capital contribution to the Company.
2. No additional capital contribution shall be required of any member unless approved by member resolution in accordance with this Certificate of Formation.
3. If a member is required by duly adopted Company action to make a contribution and fails to do so within the time stated in that action, the Company may suspend distributions otherwise payable to that member, offset amounts owed to the Company, or pursue any other remedy authorized by this Certificate, the bylaws, or applicable law.

## ARTICLE VIII

1. Profits and losses of the Company shall be allocated and distributed in proportion to each member's membership interest, unless otherwise provided by a duly adopted amendment or by bylaws validly authorized under this Certificate of Formation.
2. As of formation, due to the incorporator holding 100% of the membership interests, *100% of profits and losses* shall be allocated to the incorporator.

## ARTICLE IX

1. Unless otherwise provided by this Certificate of Formation, new members shall be admitted only by unanimous vote of the existing members.

2. No member may transfer, assign, sell, or otherwise dispose of all or any portion of that member's membership interest except with approval by member resolution and after the Company's member register and Company Docket are updated as required by law.
3. A member may resign by written notice filed in the Company Docket or otherwise formally accepted by Company resolution, effective when the member register is updated.
4. A member may be removed only in accordance with a member resolution adopted under this Certificate of Formation; provided that no involuntary removal of a member may become effective until the required Company Docket and member register updates have been made.
5. No automatic inactivity-based forfeiture or removal shall apply unless later adopted by amendment to this Certificate of Formation or by duly authorized bylaws.

## ARTICLE X

1. Any dispute arising among the members, or between a member and the Company in an internal capacity, shall first be submitted to good-faith internal resolution through written notice and a reasonable opportunity to resolve the dispute informally.
2. If the dispute is not resolved informally within a reasonable time, the disputing parties may proceed to legal action in the appropriate Commonwealth of Redmont court or tribunal.
3. Nothing in this Article shall prevent the Company or any member from seeking urgent judicial relief where immediate harm is threatened.

## ARTICLE XI

1. This Certificate of Formation may be amended only by a member resolution approved by members holding at least a *majority of the total voting power* of the Company, unless a higher threshold is expressly required elsewhere in this Certificate of Formation or by applicable law.
2. No amendment increasing personal liability for any member shall take effect against that member unless notice is posted in the Company Docket, notice is given to the affected member, and that member explicitly accepts the increase, as required by law.

## ARTICLE XII

1. The Company may adopt bylaws only to the extent authority is expressly delegated to them by this Certificate of Formation.
2. The bylaws may regulate internal Company matters concerning management, procedures, recordkeeping, meeting and resolution procedures, internal administrative rules, and other matters not inconsistent with this Certificate of Formation or applicable law.
3. In the event of any conflict between the bylaws and this Certificate of Formation, this Certificate of Formation shall prevail. No standalone bylaw document shall have force to the extent it governs a matter not delegated to bylaws by this Certificate of Formation.

## ARTICLE XIII

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

## ARTICLE XIV

1. The Company may be dissolved by member resolution approved by at least a *simple majority of the voting power* of the members, unless a higher threshold is later adopted by valid amendment.
2. Following approval of dissolution, the approval shall be posted in the Company Docket, and the Company shall wind up its affairs in accordance with applicable law and any lawful dissolution resolution.
3. Winding up shall include, at minimum, ending contracts as appropriate, paying off creditors and debts, finishing lawsuits, and liquidating or distributing assets in accordance with the dissolution resolution and this Certificate of Formation.
4. Unless otherwise lawfully provided, remaining assets on winding up shall be distributed among the members in proportion to their membership interests; if membership interests are not otherwise defined, then equally among members.
5. Pursuant to the Legal Entity Act, when the Company has been fully wound up, a Certificate of Dissolution shall be filed in the Company Docket, and the Company shall end upon signature of that Certificate of Dissolution by the Secretary of Commerce or their delegate after verification.

## ARTICLE XV

No members or manager of the Company shall be personally liable for debts, obligations, or liabilities of the Company solely by reason of acting as a member or manager, except to the extent otherwise required by law or expressly assumed by that person.

Dated: April 24, 2026

Incorporator: L4ndaakk