
Certificate of Formation
Mastercraft Materials Contracting LLC

A Limited Liability Company Organized under the Laws of Redmont

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1. Identity

1.1 LLC Name
The name of this Limited Liability Company shall be *Mastercraft Materials Contracting LLC*, hereinafter referred to as “the LLC”.
1.2 In-Game Business Plugin Name
The name of the business plugin firm associated with the LLC is *MMC*.
1.3 Incorporators
The sole incorporator of the LLC shall be J0kesOnU.

2. Purpose

The purpose of the LLC is to provide raw materials to companies and individuals in bulk. Additionally, this LLC may engage in any lawful act or activity for which a Limited Liability Company may be organized under the Laws of Redmont.

3. Ownership and Management

The LLC shall be Manager-managed. The initial Manager of the LLC is J0kesOnU, who shall have full authority to conduct the business and affairs of the LLC.

4. Membership

The LLC is a member-based LLC with one member:

Member: J0kesOnU
Membership: 100% - Sole Member
Type: Sole Member and Manager
Voting Power: 100% of all voting power

5. Transfer of Membership

5.1 Admittance

New members shall be admitted to the LLC through a unanimous vote of all existing members. Membership is established once the Member Register in the LLC Docket is updated.

5.2 Resignation

A Member can resign at any time by submitting written notice. Upon resignation, the member's membership interests are distributed evenly amongst all remaining members.

5.3 Removal

A Member may be removed for cause by a unanimous vote of the remaining Members. Upon removal, the member's membership interests are distributed evenly amongst all remaining members.

5.4 Transferability

Membership interests may not be transferred without the unanimous consent of all existing Members.

6. Voting

6.1 Bylaws

A) The Members may adopt Bylaws to regulate the internal affairs of the LLC, provided they do not conflict with the Certificate of Formation or any Amendments.
B) Bylaws may be passed by a simple majority vote.

6.2 Amendments

A) This Certificate of Formation may be amended by a supermajority vote of the Members.
B) For any vote to take place, a quorum of 50% of members by voting power must be reached.
C) Abstaining from a vote on an amendment to this Certificate of Formation will count towards quorum.

7. Capital Contributions

No member of the LLC shall be obligated to make any initial or ongoing capital contribution unless the member agrees, in writing, to such contributions.

8. Profit and Loss Distribution

All of the profits and losses of the LLC are to be distributed to members proportionally, based on their membership interest.

9. Liability

The LLC shall be solely liable for its own debts, obligations, and liabilities. No member shall be personally liable for the debts or obligations of the LLC solely by reason of being a member.

10. Duration and Dissolution

10.1 Duration

This LLC shall exist in perpetuity unless dissolved in accordance with this section or by law by the Commonwealth of Redmont.

10.2 Dissolution Voting

The dissolution of the LLC shall require a unanimous resolution in favor of dissolution.

10.3 Dissolution Quorum

The dissolution of the LLC shall require a quorum of 100% of Members, by voting power.

10.4 Winding Up

Upon dissolution, the Manager shall wind up the LLC's affairs by liquidating assets, paying all outstanding debts and obligations, and distributing any remaining assets to the Members in proportion to their membership.

End of Certificate