Certificate of Formation

Limited Liability Company - GeorgBank

Name of Limited Liability Company:
GeorgBank

Name in Business Plugin:
GeorgBank

Names of Incorporators:
Eenza Pantalone-Moths
Amy Mercury
Gribble Moths-Pantalone

Nature of Business:
To engage in any lawful act or activity for which a Limited Liability Company may be organized under the Laws of Redmont.

Operating Agreement:

Article 1 - Ownership & Management
1.1 *GeorgBank* (hereafter referred to as the Company) shall be owned by its members (hereafter referred to as the Members).
1.2 The Company shall be managed by a manager.
1.3 The Company's initial members shall be *Eenza Pantalone-Moths, Amy Mercury* and *Gribble Moths-Pantalone*.
1.4 *Eenza Pantalone-Moths* shall have 50% of voting power, *Amy Mercury* shall have 25% of voting power, *Gribble Moths-Pantalone* shall have 25% of voting power.
1.5 The Company's initial managers shall be *Eenza Pantalone Moths, Amy Mercury* and *Gribble Moths-Pantalone.*
1.6 The appointment and removal of managers to the Company shall require a majority of more than 50% of voted members according to voting power.

Article 2 - Capital Contribution
2.1 There shall be no initial capital contribution required of the Members.
2.2 Additional capital contributions may be made at the discretion of the Members.

Article 3 - Profit and Loss Distribution
3.1 Unless otherwise provided by resolution of the Members, profits and losses of the Company shall be allocated among Members equally, or as otherwise agreed upon by the Members.

Article 4 - Transfer of Ownership
4.1 Admission of a new member to the Company shall require a majority of over 50% of voted members according to voting power.
4.2 Admission of a new member to the Company shall require the new member to agree to this operating agreement.
4.3 Membership to the Company shall not be transferable.
4.4 Members may at any time voluntarily withdraw their membership to the Company by giving written notice.
4.5 Inactive members may have their membership removed by a majority vote of over 50% of voted members according to voting power. Members will be considered inactive after failure to respond to official written notice in 7 days.

Article 5 - Dispute Resolution
5.1 Any dispute arising under this Agreement shall be resolved in favor of *Eenza Pantalone-Moths*.

Article 6 - Amendments
6.1 Amendments to this operating agreement shall require a majority of over 50% of voted members according to voting power.

Article 7 - Bylaws
7.1 No bylaws beyond this operating agreement shall interact with the Company.

Article 8 - Dissolution
8.1 Dissolution of the Company shall require majority of over 50% of members according to voting power.
8.2 Dissolution of the Company shall follow the lawful rules, requirements and processes at the time of dissolution

Article 9 - Liability
1. The Company shall be solely liable for its own debts, obligations, and liabilities.
2. No Member, Manager, employee, or other agent of the Company shall be personally liable for the Company's debts, obligations, or liabilities solely by reason of being a Member, Manager, employee, or agent of the Company.

Signed,
Eenza Pantalone-Moths, May 31st 2026
Gribble Moths-Pantalone, May 31st 2026
Amy Mercury, May 31st 2026