CERTIFICATE OF FORMATION

CERTIFICATE OF FORMATION COMMONWEALTH OF REDMONT | DEPARTMENT OF COMMERCE

The Head Museum

The Head Museum A non-profit limited liability company organised under the Laws of the Commonwealth of Redmont, pursuant to the Legal Entity Act.

Registered Name	The Head Museum
Business Plugin Name	HeadMuseum
Sole Member	ko531 (100%)
Incorporator	ko531

ARTICLE I — COMPANY PURPOSE AND NATURE

1.1 The registered name of this Limited Liability Company is The Head Museum (the "Company"). The name of the Company in the in-game business plugin is HeadMuseum.

1.2 The purpose of the Company is to curate, preserve, and maintain a public museum dedicated to the collection, archival, and display of player heads, for the enjoyment, education, and enrichment of the public.

1.3 The Company is further empowered to engage in any lawful act or activity for which Limited Liability Companies may be organised under the Laws of the Commonwealth of Redmont.

1.4 The Company is organised as a non-profit and shall at all times maintain its non-profit character, including that revenue of the Company shall not be distributed to its member, that any compensation paid by the Company shall be reasonable, and that all transactions of the Company shall be conducted at arms-length standards.

ARTICLE II — PARTIES

2.1 The sole party to this Certificate of Formation is the Company's sole member, ko531.

2.2 The incorporator of the Company is ko531.

2.3 The sole member shall automatically be, and shall remain for so long as they hold the sole membership interest, the sole manager of the Company. The roles of sole member and manager are permanently fused and may not be held by different persons.

ARTICLE III — MEMBERSHIP INTEREST

3.1 The Company has one (1) membership interest, held exclusively by:

Member	Class	Interest	Voting Power
ko531	Sole	100%	100%

3.2 Amendment of this Certificate requires a resolution of the member holding a majority of voting power. As ko531 is the sole member, any amendment requires ko531's approval alone.

3.3 New Membership Interests. No new member may ever be admitted to the Company, notwithstanding the default rule of unanimous consent otherwise provided by law. This restriction may not be amended, repealed, or waived by any resolution, vote, or other act of the Company.

3.4 The member register shall be maintained in the Company's Incorporated Entity Summary and updated without undue delay upon any change.

ARTICLE IV — MANAGEMENT AND DECISION-MAKING

4.1 The business and affairs of the Company are managed by and under the direction of the sole manager, subject to the authority of the sole member.

4.2 Quorum. As the Company has a sole member holding 100% of all voting power, quorum for any resolution is inherently satisfied whenever that member participates in the vote. The quorum provisions of Part III, Section 6(2) of the Legal Entity Act shall not apply while the Company has a sole member.

4.3 Resolutions. As the Company has a sole member holding 100% of all voting power, a resolution shall take effect immediately upon being posted in the Company Docket by that member, without any minimum period during which the resolution must remain open for vote. The 48-hour minimum voting period of Part III, Section 6(4) of the Legal Entity Act shall not apply while the Company has a sole member.

4.4 The sole member or manager may call for a resolution to be voted upon.

ARTICLE V — ROLES AND RESPONSIBILITIES

5.1 The role of the manager within the Company's framework at formation is as follows:

Manager	Role
ko531	Manager, Founder, and Curator

5.2 The manager is not separately appointed or removed. The role of manager is automatically and permanently vested in whoever holds the sole membership interest of the Company, as provided in Article II, Section 2.3. The manager has such authority and performs such duties as the sole member provides.

5.3 The manager owes a fiduciary duty to the Company. The manager must act in good faith, on an informed basis, with the care of a reasonable person in a like position, and in the best interests of the Company.

ARTICLE VI — MANAGER

6.1 Role. The manager is responsible for the direction and governance of the Company, setting policy, approving material decisions, and overseeing its operations.

6.2 Composition. The Company shall have one (1) manager seat, held by ko531.

6.3 Resolutions. As the Company has a sole member and sole manager, formal meetings are not required. Where a resolution is used to record a decision, it shall be posted in the Company Docket and shall take effect immediately upon posting, in accordance with Article IV, Section 4.3.

6.4 Election and Removal. The manager is not elected or removed by resolution. The manager role is automatically and inseparably held by the sole member, in accordance with Article II, Section 2.3 and Article III.

6.5 Compensation. As the sole member and sole manager of the Company are the same person, and as this fusion of roles is permanent under Article II, Section 2.3, no compensation shall be paid by the Company to the manager for services as manager, as any such arrangement would lack an independent counterparty and could not be conducted at arms-length standards as required by Part VI, Section 2(3)(c) of the Legal Entity Act.

ARTICLE VII — TRANSFER AND ADMISSION OF MEMBERSHIP INTEREST

7.1 Non-Transferability. The membership interest of the Company is personal to ko531 and may not be transferred, pledged, sold, or otherwise disposed of to any person.

7.2 No Admission. As provided in Article III, Section 3.3, no person other than ko531 may ever be admitted as a member of the Company.

7.3 All membership changes, if any ever legally occur, must be filed in the Company Docket before taking legal effect.

ARTICLE VIII — DISTRIBUTIONS

8.1 As a non-profit entity, the Company shall not declare or pay any dividend or distribution of revenue to its member.

8.2 The Company's funds and assets shall be applied exclusively toward the purpose stated in Article I.

8.3 No expenditure shall be made that would render the Company unable to meet its debts and obligations as they fall due.

ARTICLE IX — FINANCING ARRANGEMENTS

11.1 The Company may secure funding exclusively through donations and grants. The Company shall not incur debt, issue notes or bonds, or secure financing through any borrowing.

11.2 Any donation made by the sole member to the Company constitutes a voluntary contribution and shall be recorded in the Company Docket. Such contributions are not membership interest and confer no additional ownership, voting power, or right to repayment or distribution.

ARTICLE X — MEMBER INFORMATION

12.1 The manager has unrestricted and absolute access to all information regarding the status and financial condition of the Company.

12.2 The sole member has full and unrestricted access to all books, records, and accounts of the Company at all times.

12.3 Member resolutions, where required, shall be posted in the Company Docket and shall take effect immediately upon posting, in accordance with Article IV, Section 4.3.

12.4 The manager may keep information confidential from external parties where it constitutes a trade secret, where disclosure would damage the Company, or where required to be kept confidential by law or third-party agreement.

ARTICLE XI — DISSOLUTION

13.1 Dissolution is initiated by a resolution of the manager, which must then be approved by the sole member by simple majority.

13.2 Winding up shall consist of: (a) ending all contracts; (b) paying off all creditors and debts; (c) concluding all legal proceedings; and (d) distributing net remaining assets in accordance with Section 13.3.

13.3 As the Company is a non-profit, any net leftover assets upon dissolution shall be, at the election of the sole member: (i) transferred to the government; (ii) transferred to another registered non-profit; or (iii) returned to the Company's donors, up to their total donated amount. No leftover assets shall be distributed to the sole member as such.

13.4 A fully wound-up Company shall file a Certificate of Dissolution in the Company Docket. The Certificate of Dissolution shall be countersigned by the Secretary of the Department of Commerce, whereupon the Company ceases to exist.

ARTICLE XII — EXECUTION AND ATTESTATION

The undersigned, being the sole member and manager of The Head Museum, certifies that the foregoing Certificate of Formation is true and correct in every material respect, and executes this Certificate as of the date first written above, pursuant to the laws of the Commonwealth of Redmont.

ko531 Incorporator, Sole Member and Manager

Date: _____

This Certificate of Formation is filed pursuant to the Legal Entity Act of the Commonwealth of Redmont and the Policy on Business Incorporation of the Department of Commerce. All provisions are subject to, and shall be interpreted in accordance with, the laws of the Commonwealth of Redmont.