CERTIFICATE OF FORMATION

of

KIWI LEGAL LLC

A Limited Liability Company

Organized Under the Legal Entity Act of the Commonwealth of Redmont

---

ARTICLE 1: NAME

The name of the Limited Liability Company shall be **Kiwi Legal LLC** (the "Firm").
The Firm may also be referred to as “Kiwi Legal”.

ARTICLE 2: IN-GAME COMPANY

The name of the Firm as registered in the business plugin shall be **KiwiLegal**, created via the /db create command in-game.

ARTICLE 3: INCORPORATOR

The incorporator of this Limited Liability Company is:

In-Game Name (IGN) & Forums Username: Kiwi_Boi_Gamer
Role: Manager

ARTICLE 4: NATURE AND PURPOSE OF BUSINESS

The Firm has been created to providing professional legal services within the Commonwealth of Redmont,

- Contract Drafting and Reviewing: Creating contracts for clients.
- Company Law: incorporating businesses, creating contracts, merges, regulatory compliance.
- Employment law: Creating employment agreements and advising on employment matters.
- Civil and Criminal Litigation: filing and defending on behalf of clients
- General Legal Consolation: legal advice on various areas of Redmont law

The Firm may engage in any and all lawful business activities permitted under the laws of the Commonwealth of Redmont.

ARTICLE 5: MANAGEMENT AND VOTING

5.1 The Firm will be **Member-Managed**.

5.2 The initial Manager of the Firm is Kiwi_Boi_Gamer.

5.3 The Manager has the right to conduct the "business and affairs" of the Firm, including (but not limited to): entering contracts, representing clients, hiring employees, and managing day to day financial operations of the Firm.

5.4 The Manager must gain approval via a **vote** for the following…
(a) **majority vote** for approval of Operational Budgets, Mergers, and Acquisitions;
(b) Admitting new members (Art 8); Capital Contributions (Art 9); Distributions (Art 10);
(c) Transfer of membership (Art 11); **Amendments to Certificate of Formation** (Art 12);
(d) **Dissolution** (Art 15.2)
(e) Any member with voting rights may call a **majority vote** for any reason related to the Firm.
5.4.1 All other articles within this document take precedence over this article.

5.5 A Manager may be appointed or removed by a **near supermajority vote**.

5.6 Voting Rights
Only members with voting rights may "vote" and each "vote" is proportionate to the percentage (%) of voting rights that member possesses. (e.g. X has 35% of voting rights = 35% vote to approve, disapprove, or abstain)

5.6.1 Every "**vote**" in this document must be interpreted with reference to Article 5.6

5.7 "**majority**" means **51% or more**, "**near supermajority**" means **75% or more**, and "**supermajority**" means **80% or more**.

ARTICLE 6: LIABILITY & INDEMNIFICATION

6.1 Limited Liability

No Member shall be personally liable for the debts, obligations, or liabilities of the Firm.

6.2 Indemnification

The Firm shall indemnify the Members to the maximum extent permitted under the Act for any act taken in good faith on behalf of the Firm.

ARTICLE 7: INITIAL MEMBERSHIP

The Firm is a member-based LLC with one (1) member:

Member: Kiwi_Boi_Gamer
Type: Principal Member
Voting Rights: 100%

Income Rights: 100%
Settlement Rights: 100%

ARTICLE 8: MEMBERSHIPS

8.1 Principal Partner: May hold voting rights, income rights, and settlement rights.

8.1.1 Veto Power: The Principal Partner may veto any bylaw votes. The veto will automatically cancel the bylaw vote.

8.2 Partner: May hold voting rights and income rights.

8.3 Fixed Beneficiary: May hold income rights.

8.4 Final Beneficiary: May hold settlement rights.

8.5 The Principal Partner/s, Partner/s, Fixed Beneficiaries, and Final Beneficiaries will collectively be referred to as "members".

8.6 Admission of new members and their rights will be determined on a "case by case" basis which must be approved by a **supermajority** of the members according to their voting rights.

ARTICLE 9: CAPITAL CONTRIBUTIONS

9.1 Initial Contribution: The initial capital contribution is **0 DC**.

9.2 Additional Contributions: No additional capital contribution is required unless determined by a **majority vote**.

9.2.1 Voting members with neither income nor settlement rights have their votes voided under 9.2.

[*Example of 9.2.1*: X has voting rights (60%) but no other rights. Y has voting rights (19%) and income rights. Z has voting rights (21%) and settlement rights. X and Y approve but Z disapproves. Outcome: Vote fails (X's 60% voided (ignored), Z's 21% > Y's 19%)]

9.2.2 Additional contributions will be divided equally between members holding income and settlement rights.

9.3 Failure to Contribute: If a member fails to make a required capital contribution, the Manager may, after approval by a **majority vote**:

(a) pursue legal remedies to enforce the contribution obligation;
(b) reduce any or all the non-contributing member's income or settlement rights; or
(c) dissolve the Firm if the failure materially impairs business operations.

ARTICLE 10: DISTRIBUTIONS

10.1 Distributions of profit shall only be made after approval based on a **majority vote**.

10.2 Distributions of losses shall be made automatically once every month.

10.3 Profits and losses will be distributed based on allocation of income rights at the date of distribution or loss.

ARTICLE 11: TRANSFER OF MEMBERSHIP

(a) **Principal Partner** and **Partner** memberships cannot be sold, assigned, pledged, or otherwise transferred.
(b) **Fixed Beneficiaries** and **Final Beneficiaries** members may sell, assign, pledge, or otherwise transfer their membership, in whole or in part, after gaining approval from voting members. Approval based on a **majority vote**.

Any transfer made in violation of this Article shall be void.

ARTICLE 12: DISPUTE RESOLUTION

(a) **Good Faith Negotiation**. In the event of any dispute arising between members, the members shall first attempt to resolve the dispute through good faith negotiation within seven (7) days.
(b) **Mediation**. If good faith negotiation fails, the disputing parties shall submit the matter to mediation by a mutually agreed-upon neutral third party before pursuing litigation.
(c) **Judicial Resolution**. If mediation fails to resolve the dispute, any member may file a lawsuit in the courts of the Commonwealth of Redmont, which shall have jurisdiction over all disputes arising under this Certificate of Formation.
(d) **Bylaws**. Bylaws adopted by the Firm shall supplement this Certificate and govern internal operations. In the event of a conflict between bylaws and this Certificate, this Certificate shall prevail. Bylaws may be adopted, amended, or repealed by a **majority vote**.

ARTICLE 13: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont.

ARTICLE 14: AMENDMENTS

(a) This Certificate of Formation may be amended by a **supermajority vote**.
(b) Any proposed amendment must be submitted in writing to all voting members at least seven (7) days prior to the vote, unless all members unanimously waive the notice requirement.

(c) Any amendment to this Certificate must be filed with the Department of Commerce in accordance with applicable regulations and the DOC Business Incorporation Policy.

ARTICLE 15: DURATION AND DISSOLUTION

15.1 Duration

The Firm shall exist in perpetuity unless dissolved in accordance with Article 15.2 or under the Legal Entity Act.

15.2 Dissolution

The Firm may be dissolved by:

(a) a unanimous (100%) vote;
(b) a court order;
(c) the occurrence of any event that makes it unlawful for the Firm's business to continue;
(d) administrative dissolution by the Department of Commerce for failure to maintain compliance; or
(e) under Article 9.3(c).

15.3 Winding Up

Upon dissolution, all assets of the Firm shall be distributed to the members in accordance with their settlement rights on that date of dissolution after satisfaction of Firm’s obligations.

ARTICLE 16: REGISTERED AGENT

The registered agent for service of process and official communications shall be **Kiw_Boi_Gamer**, contactable via the DemocracyCraft Forums and in-game.

Executed by the Manager (Kiwi_Boi_Gamer)

Date: 24th February 2026