COMMONWEALTH OF REDMONT

Department of Commerce

CERTIFICATE OF FORMATION
of
MOUNTAIN TREASURY LLC
A Limited Liability Company

The undersigned incorporators, being all of the persons forming a Limited Liability Company under the Laws of the Commonwealth of Redmont, do hereby certify as follows:

ARTICLE I - NAME AND IDENTIFICATION

1.1 The registered name of the Limited Liability Company is Mountain Treasury LLC (hereinafter referred to as the "Company").

1.2 The name of the Company as registered in the in-game business plugin is MountainBank.

1.3 The incorporators of the Company are: Mountain LLC and Planke32.

1.4 Mountain Treasury LLC shall operate as a subsidiary of Mountain LLC. Planke32 is admitted as a member with the title of Secretary of the Treasury, while all profits of the Company flow exclusively to Mountain LLC in accordance with Article VI.

ARTICLE II - NATURE AND PURPOSE

2.1 The nature and purpose of the Company is to serve as the internal treasury entity of Mountain LLC. The Company shall receive, hold, and manage funds on behalf of Mountain LLC and distribute those funds to Mountain LLC in accordance with this Certificate. The Company does not offer banking, lending, deposit, or financial services to any third party or to the public.

2.2 It shall be sufficient to state, either alone or with other businesses or purposes, that the purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be organised under the Laws of Redmont, and by such statement all lawful acts and activities shall be within the purposes of the Company, except for express limitations as provided herein.

ARTICLE III - OWNERSHIP AND MANAGEMENT

3.1 The Company shall be member-managed. Each member shall have the authority to act on behalf of the Company in the ordinary course of business, consistent with their voting power as set forth in this Article.

3.2 Voting rights shall be as set forth in this Article. Resolutions shall require a quorum of at least fifty percent (50%) of voting power, where explicit affirmative abstentions count toward quorum. A simple majority of votes cast shall be sufficient to pass a resolution unless otherwise specified in this Certificate or by law.

3.3 Planke32, as Secretary of the Treasury and operator of the in-game company, shall hold twenty percent (20%) of the total voting power. Mountain LLC, as parent entity, shall hold eighty percent (80%) of the total voting power.

3.4 The initial voting power allocation of the Company is as follows:

Member	Voting Power
Planke32	20%

Mountain LLC	80%
Total	**100%**

ARTICLE IV - OFFICERS

4.1 The Company shall have such officers as the members determine by majority resolution. Officers shall be appointed and removed at the pleasure of the members.

4.2 The Secretary of the Treasury shall be responsible for the day-to-day management of the Company, including the custody and oversight of Company funds, operation of the in-game business account, and ensuring timely distribution of profits to Mountain LLC in accordance with Article VI.

4.3 The initial officers of the Company are as follows:

Officer	Title
Planke32	Secretary of the Treasury

ARTICLE V - CAPITAL CONTRIBUTIONS

5.1 Each member shall contribute such initial capital as agreed upon by unanimous consent of all members at or prior to the commencement of business operations. The agreed capital contributions shall be recorded in the Company Docket.

5.2 Additional capital contributions may be required by resolution of the members in accordance with the voting procedures set out in Article III. A member who fails to make a required additional capital contribution shall be subject to such consequences as the remaining members may determine by majority resolution, including but not limited to adjustment of that member's voting power and profit allocation as agreed by the remaining members.

ARTICLE VI - PROFIT AND LOSS DISTRIBUTION

6.1 Notwithstanding the voting power allocation set out in Article III, all net profits of the Company shall be distributed to Mountain LLC, or to such other entities as may be designated by unanimous vote of all members by amendment to this Article from time to time. Any such designation shall specify the receiving entity and the proportion of profits to be distributed to it. Until any such amendment is made, all net profits shall flow exclusively to Mountain LLC. No profit distribution shall be made to any person or entity not designated under this Article without the unanimous consent of all members.

6.2 Losses of the Company shall be allocated among the members in proportion to their respective voting power allocation as set out in Article III, unless otherwise determined by majority resolution.

6.3 Profit distributions to Mountain LLC shall be made at such times and in such amounts as the members determine by majority resolution. No distribution shall be made that would render the Company unable to pay its debts as they become due.

6.4 All income received by the Company, from whatever source, shall be treated as Company revenue and distributed exclusively to Mountain LLC in accordance with this Article.

ARTICLE VII - TRANSFER OF MEMBERSHIP

7.1 New members may be admitted to the Company by unanimous vote of all existing members. The admission of a new member shall be recorded in the Company Docket and the member register shall be updated without undue delay.

7.2 A member may be removed from the Company by a majority resolution of the remaining members on grounds including, but not limited to, sustained inactivity, material breach of this Certificate, or conduct detrimental to the Company. The removal shall be filed in the Company Docket.

7.3 A member may arrange for another person to be admitted as a member in their place, subject to the approval of a majority of the remaining members. Upon admission of the replacement member, the outgoing member shall resign. The voting power allocation of the replacement member shall be determined by resolution of all members, and the member register shall be updated accordingly.

7.4 A member may resign from the Company at any time upon written notice filed in the Company Docket. The resigned member's voting power and profit allocation shall be redistributed or redeemed as determined by majority resolution of the remaining members.

ARTICLE VIII - DISPUTE RESOLUTION

8.1 Any dispute arising between members in relation to the affairs of the Company shall first be submitted to good-faith negotiation among the members involved. If the dispute is not resolved within a reasonable time, it shall be submitted to a vote of all members, whose majority decision shall be binding.

8.2 Any dispute that cannot be resolved internally may be brought before the courts of the Commonwealth of Redmont in accordance with applicable law.

8.3 The Bylaws of the Company, if adopted, shall govern day-to-day operational matters. In the event of any conflict between the Bylaws and this Certificate, this Certificate shall prevail.

ARTICLE IX - AMENDMENTS

9.1 This Certificate of Formation may be amended by a resolution passed by at least fifty percent (50%) of the total voting power of the members.

9.2 Any amendment shall be filed in the Company Docket and shall set out the version of this Certificate both before and after the amendment. Amendments shall take effect from the point the filing is posted in the Company Docket.

9.3 An amendment shall not affect any existing cause of action in favour of or against the Company, nor any pending legal action to which it is a party.

ARTICLE X - BYLAWS

10.1 The Company may adopt Bylaws to regulate matters concerning the internal management and operations of the Company, provided such authority is delegated to the Bylaws by this Certificate. In the event of any conflict between the Bylaws and this Certificate, this Certificate shall prevail.

10.2 Unless otherwise provided in this Certificate, the Bylaws may be adopted, amended, or repealed by a majority vote of the members.

ARTICLE XI - MEMBER PROTECTIONS

This Article sets out protections afforded to each member of the Company. These protections may not be waived, amended, or overridden except by the express written consent of the member whose protection is at issue.

Protections for Planke32:

11.1 Minimum Voting Power. The voting power held by Planke32 shall not be reduced without Planke32's express written consent. No new member shall be admitted, and no redistribution of voting power shall occur, in a manner that would reduce Planke32's voting power below twenty percent (20%) without Planke32's prior written

approval.

11.2 Security of Tenure. Planke32 shall not be removed from the office of Secretary of the Treasury except: (a) by unanimous vote of all members; or (b) for serious cause, including but not limited to gross misconduct, material breach of this Certificate, or persistent neglect of duties. A removal for cause must be supported by written reasons filed in the Company Docket. Disagreements over operational decisions alone shall not constitute grounds for removal.

Protections for Mountain LLC:

11.3 Minimum Voting Power. The voting power held by Mountain LLC shall not be reduced without Mountain LLC's express written consent. No new member shall be admitted, and no redistribution of voting power shall occur, in a manner that would reduce Mountain LLC's voting power below eighty percent (80%) without Mountain LLC's prior written approval.

11.4 Right of First Refusal. In the event that Planke32 wishes to resign from the Company and arrange for a replacement member to be admitted in their place, Mountain LLC shall have the right of first refusal to designate the replacement member on the same terms and conditions as any proposed arrangement. Planke32 must give Mountain LLC written notice of the proposed arrangement, and Mountain LLC shall have fourteen (14) days to exercise this right. If Mountain LLC does not exercise the right within that period, Planke32 may proceed with the proposed arrangement, subject to member approval under Article VII.

ARTICLE XII - RESERVED MATTERS

Notwithstanding any other provision of this Certificate, the following matters shall require the express written consent of Mountain LLC regardless of voting power, and may not be passed by majority resolution alone:

12.1 Any amendment to Article VI (Profit and Loss Distribution) that would reduce, redirect, suspend, or otherwise alter Mountain LLC's right to receive all net profits of the Company.

12.2 The dissolution or winding up of the Company.

12.3 Any merger, consolidation, or restructuring of the Company.

12.4 The admission of any new member whose entry would alter the balance of voting power set out in Article III.

12.5 Any transaction, commitment, or financial obligation on behalf of the Company that is extraordinary in nature or materially outside the ordinary course of treasury and financial operations.

12.6 Any amendment to this Article XII or to Article XI.

ARTICLE XIII - DISSOLUTION

13.1 The dissolution of the Company shall be commenced by the adoption of a resolution advising dissolution by the members, posted in the Company Docket. Dissolution is a reserved matter and requires the express written consent of Mountain LLC in accordance with Article XII.

13.2 The dissolution resolution must be approved by at least a simple majority of the total voting power of the members, and additionally by Mountain LLC as a reserved matter. The approval of such resolution must be posted in the Company Docket.

13.3 Following approval, the Company shall wind down its affairs in accordance with the Legal Entity Act, including but not limited to: ending all contracts; paying off all creditors and debts; finalising all lawsuits; and liquidating or distributing all assets in proportion to each member's voting power allocation.

13.4 The Company shall file a Certificate of Dissolution in the Company Docket upon being fully wound up, which shall be signed by the Secretary of the Department of Commerce or their delegate.

IN WITNESS WHEREOF, the undersigned incorporators have executed this Certificate of Formation as of the date of filing with the Department of Commerce.

_____ _____

Mountain LLC Planke32

(by authorised representative) Secretary of the Treasury

Filed with the Department of Commerce, Commonwealth of Redmont. This Certificate of Formation is subject to the Legal Entity Act and all applicable laws of the Commonwealth of Redmont.