CERTIFICATE OF FORMATION & LLC OPERATING AGREEMENT

OreFXStudios

Consolidated Amended Draft for Registration Approval

This document replaces the prior draft titled “Certificate of Incorporation & Shareholder Agreement.” It is structured for a limited liability company (LLC), using membership interests rather than corporate shares and directors.

Important: This is a drafting document for the stated Commonwealth of Redmont framework and should be checked against the applicable Redmont Business Formation rules before formal filing or approval.

1. Formation and Company Name

1.1 Name. The legal name of the company is **OreFXStudios** (the “Company”).

1.2 Entity Type. The Company is a limited liability company (LLC), not a corporation. The Company shall have perpetual existence unless dissolved under this Agreement or applicable Redmont law.

1.3 Governing Law. The Company shall be governed by the Legal Entity Act of the Commonwealth of Redmont and other applicable Business Formation rules.

1.4 Principal Business / Product Name. The Company’s principal software, digital-media, and plugin/product name is **OreFXStudios**, unless changed by an approved amendment. The Company may develop, publish, license, operate, or rebrand additional software, plugins, websites, games, and digital-media products.

2. Purpose

The Company is formed to engage in advanced digital media creation and technology activities, including software and plugin development, video production, professional scriptwriting, visual effects, multimedia services, websites, digital products, games, and related commercial activities permitted by law.

3. Members and Membership Interests

The Company shall issue two classes of membership interests: Class A (100 total units) and Class B

(100,000 total units).

3.1 Initial Members: RavenReap — 60% membership interest; Sam07x — 40% membership interest.

3.2 Voting. Unless a provision of this Agreement expressly requires a higher threshold, voting rights shall be proportional to each Member’s membership interest.

3.3 Economic Rights. Profits, losses, distributions, and other economic allocations shall be made in proportion to the Members’ membership interests unless otherwise unanimously agreed in writing.

3.4 Membership Class Details. The table below details the characteristics of each class of membership interests:

Share Class	Total Shares	Total Dividend Pool	Dividend per Share	Total Voting Pool	Voting per Share
Class A	100	Pro rata	Pro ratt	100	1 vote
Class B	100,000	Pro rata	Pro rat	0	0 votes

Note: Only Class A shares carry voting rights.

4. Management

4.1 Manager-Managed LLC. The Company shall be manager-managed.

4.2 Manager / CEO. RavenReap shall serve as the initial Manager and CEO, subject to this Agreement and the

reserved matters below.

4.3 Advisers / Overseers. Overseers may be appointed as advisers by the Manager, but shall not become Members or Managers unless formally admitted or appointed under this Agreement.

4.4 No Board of Directors. The Company shall not have a corporate board of directors. Any internal advisory group is not a corporate board and shall have only the authority expressly granted to it.

5. Transfer and Changes in Membership Interests

5.1 Right of First Refusal. A Member wishing to sell or transfer any membership interest must first offer that interest to the Company and then to the other Member(s), on the same material terms offered by a third party.

5.2 Admission of New Members. A new Member may be admitted only with approval representing at least 75% of the outstanding membership interests, unless the Members unanimously agree to a different threshold in a written amendment.

5.3 Transfer Restrictions. A transfer shall not automatically make the transferee a Member. Admission as a Member requires the approval required by this Agreement.

5.4 Death or Incapacity. A Member's economic interest may pass to the Member's estate or lawful successor, subject to applicable law and the Company's right to purchase the interest at fair market value within 90 days, if permitted by law.

5.5 Material Breach / Removal. A Member may be removed or have an interest purchased only through a process authorized by this Agreement and applicable law; no automatic forfeiture shall occur without the required notice, opportunity to respond, valuation, and approval.

6. Reserved Matters

The following actions require approval representing at least **80% of the membership interests**:

• admission of a new Member;
• issuance or creation of additional membership interests or classes;
• merger, conversion, consolidation, or similar restructuring;
• sale of substantially all Company assets;
• borrowing or guaranteeing obligations above a material threshold approved by the Members;
• change to the Company's primary business or purpose;
• appointment or removal of the Manager/CEO;
• amendment of this Agreement or the Certificate of Formation;
• voluntary dissolution of the Company;
• any transaction that materially changes a Member's economic or voting rights.

7. Amendments to the Certificate and Operating Agreement

7.1 General Rule. No amendment to this Certificate of Formation or Operating Agreement is valid unless adopted in writing.

7.2 Approval. Amendments require approval representing at least 75% of the membership interests, except an amendment that disproportionately reduces a specific Member's economic or voting rights, changes that Member's percentage interest, or removes a protection expressly granted to that Member, which requires that affected Member's written consent.

7.3 Filing Amendments. Any amendment that must be filed with the Commonwealth of Redmont shall be filed or recorded as required by applicable law.

7.4 Recordkeeping. Approved amendments shall be maintained with the Company's official records.

8. Distributions

Subject to applicable law and the Company's financial obligations, distributions shall be made 60% to RavenReap and 40% to Sam07x, unless otherwise approved in writing under the applicable amendment procedure.

9. Confidentiality and Intellectual Property

Company information relating to software, plugins, websites, source code, digital media, business plans, financial information, and unreleased products shall be treated as confidential. Intellectual property created for the Company shall be owned or controlled by the Company to the extent provided by applicable law and any separate written intellectual-property agreements.

10. Meetings and Records

10.1 Annual Meeting. The Members shall hold at least one annual meeting to review Company standing, finances, management, and strategic matters.

10.2 Special Meetings. A special meeting may be called by the Manager or by Members holding at least 25% of the membership interests.

10.3 Records. The Company shall maintain its formation documents, this Agreement, amendments, membership records, financial records, and material resolutions.

11. Dissolution and Winding Up

11.1 Events of Dissolution. The Company may be dissolved upon: (a) approval representing at least 75% of the membership interests; (b) an event requiring dissolution under applicable Redmont law; (c) a final judicial order requiring dissolution; or (d) any other event expressly stated in a valid written amendment.

11.2 Winding Up. Upon dissolution, the Manager or another person appointed by the Members shall wind up the Company's affairs, collect receivables, dispose of assets, resolve liabilities, and close Company accounts.

11.3 Order of Payment. Company assets shall first be used to pay or provide for valid Company debts, liabilities, and winding-up expenses; remaining assets shall then be distributed to Members in proportion to their respective membership interests, subject to applicable law.

11.4 No Automatic Transfer. Dissolution does not automatically transfer Company assets to an individual Member before Company liabilities are satisfied.

12. Capital Contributions

Sam07x has contributed 680,000 DC$ in exchange for their 40% membership interest in the Company. Members shall contribute capital as agreed by the Members, whether in cash, property, or services, and such contributions serve as the basis for their initial interest.

13. Conflicts of Interest

Members and the Manager may engage in outside business activities but must disclose any material conflicts of interest to the other Members, taking reasonable steps to mitigate adverse impacts on the Company.

14. Tax Matters

The Manager is designated as the initial Tax Representative with the authority to act on behalf of the Company in all tax-related filings, audits, and proceedings with tax authorities.

15. Notices and Written Consents

Notices required under this Agreement shall be delivered through a reliable written method designated by the Company. Written consents and resolutions may be used where permitted by applicable law.

16. Severability and Entire Agreement

If any provision is held invalid or unenforceable, the remaining provisions shall continue to the extent permitted by law. This document, together with the filed Certificate of Formation and any properly adopted amendments, constitutes the governing agreement among the Members concerning the matters addressed herein.

17. Initial Ownership Schedule

Member	Share Class	Total Shares	Total Dividend Pool	Dividend per Share	Total Voting Pool	Voting per Share	Investment Value (DC$)
RavenReap	Class A	60	Pro rata	Pro rata	60	1 vote per share	1,020,000
RavenReap	Class B	60,000	Pro rata	Pro rata	0	0	1,020,000
Sam07x	Class A	40	Pro rata	Pro rata	40	1 vote per share	680,000
Sam07x	Class B	40,000	Pro rata	Pro rata	0	0	680,000

Any change to these percentages is a change in membership interests and shall be documented through a written amendment and the Company's updated membership records, with any required filing made under Redmont law.

Total Company Valuation: 1,700,000 DC$.

18. Execution and Attestation

The undersigned acknowledge that OreFXStudios is intended to operate as an LLC and that ownership is represented by Class A and Class B membership interests. The undersigned approve this amended draft subject to the applicable formation and filing requirements of the Commonwealth of Redmont.

Drafting note: The original document used corporate terminology such as "Certificate of Incorporation," shares, shareholders, and a Board of Directors. This amended version replaces those concepts with LLC terminology: Certificate of Formation, Members, membership interests, and Manager-managed governance. The original document also contained a "Dissolution" heading without substantive dissolution mechanics; those mechanics are supplied here as explicit provisions.