CERTIFICATE OF FORMATION

OF

PELLANTH CREDIT AND BANKING LLC

The undersigned, acting as the authorized organizer of a limited liability company under the corporate laws of the Commonwealth of Redmont and the statutory requirements of the Department of Commerce, hereby adopts, executes, and files this Certificate of Formation:

ARTICLE I: NAME & IN-GAME PLUGIN DESIGNATION

1. **Legal Name:** The official legal name of the limited liability company is **Pellanth Credit and Banking LLC** (hereinafter referred to as the "Company").
2. **In-Game Name:** Pursuant to the business integration regulations of the Commonwealth, the designated **In-Game Business Plugin Name** for the operation of this entity within the server environment is explicitly declared as: **PellanthBanking**

ARTICLE II: PARENT COMPANY & STATUS

The Company is established and shall continuously exist as a wholly-owned, official operational subsidiary of the **Pellanth Group Corporation**.

ARTICLE III: PURPOSE AND POWERS

The primary purpose for which the Company is formed is to operate as a licensed commercial bank and financial institution registered with the Department of Commerce. The Company is authorized to engage in any and all lawful business activities permitted under Commonwealth law, including but not limited to:

1. The strategic management and deployment of high-velocity capital.
2. The underwriting, processing, and issuance of corporate micro-loans.
3. The execution of equity-based venture capital investments.
4. The management of commercial banking deposits and financial assets.

ARTICLE IV: CAPITAL CONTRIBUTIONS & DEFAULT CONSEQUENCES (Req. 2)

1. **Initial Capital Contribution:** The sole member, Pellanth Group Corporation, shall contribute an initial capital sum of **$50,000** to launch banking operations.

2. **Additional Capital Calls:** If the executive managers determine that additional capital is required to maintain institutional liquidity or regulatory compliance, a formal Capital Call may be issued directly to the **Sole Member (Pellanth Group Corporation)**.
3. **Consequences of Failure to Meet Contributions:** If the **Sole Member** fails to deliver the required capital contribution within seven (7) business days of a formal notice, the Company shall be deemed in technical default. Consequences of default shall include the immediate suspension of corporate expansion powers, a mandatory operational audit by the parent corporation, and the total restriction of financial profit distributions back to the parent entity until the capital deficiency is fully cured.

ARTICLE V: REGISTERED OFFICE AND AGENT

The registered office and official agent designated for corporate service of process within the Commonwealth shall be maintained through the executive headquarters of the parent entity, **Pellanth Group Corporation**.

ARTICLE VI: GOVERNANCE & MANAGEMENT TYPE

The Company shall be **Manager-managed**.

1. The daily operations, financial services, and executive decisions of the Company shall be executed by a designated **Subsidiary Director** and appointed managers.
2. The incorporator of the LLC shall not retain direct operational command or daily management authority over the banking entity unless explicitly appointed to an executive management role by the parent board.

ARTICLE VII: MEMBERSHIP INTERESTS

1. **Sole Member:** The **Pellanth Group Corporation** shall serve as the sole single-member of the LLC, holding one-hundred percent (100%) of all membership, voting, capital, and profit/loss distribution interests.
2. **Transferability:** Membership interests in the Company are strictly restricted. No interest may be sold, assigned, or transferred to any external player or entity without an official, written resolution passed by the executive board of the Pellanth Group Corporation.

ARTICLE VIII: AMENDMENT PROCEDURES & VOTING THRESHOLDS (Req. 5)

1. **Mechanism for Amendment:** Amendments, alterations, or modifications to this Certificate of Formation may be proposed by the Subsidiary Director or the parent entity's board.
2. **Voting Threshold:** To become legally binding, any proposed amendment to this Certificate must be ratified by a written resolution achieving a minimum of a **fifty percent (50%) majority vote threshold of the total membership voting power**. **Because the**

Pellanth Group Corporation is the Sole Member holding 100% of the membership voting power, this legal threshold is satisfied via a majority vote of the parent corporation's Board of Directors exercising the Sole Member's voting rights.

ARTICLE IX: INTERACTION WITH COMPANY BYLAWS (Req. 6)

1. **Adoption and Scope:** The operating managers or members may adopt internal Bylaws to dictate the operational rules, employee hierarchies, salary distributions, and meeting protocols of the bank.
2. **Hierarchy of Authority:** The internal Corporate Bylaws shall govern the daily business mechanics of the LLC; however, they interact with this document as subordinate rules. In the event of any direct conflict between the Bylaws and this Certificate of Formation or Commonwealth law, this Certificate of Formation shall strictly control.
    2.1. In the event of any direct conflict between the internal Bylaws of this Company and the governing documents of the parent entity (including the **Certificate of Incorporation and Shareholder Agreement of Pellanth Group Corporation**), the governing documents of the **Pellanth Group Corporation** shall strictly control and take precedence.

ARTICLE X: DISSOLUTION & COMPREHENSIVE WINDING-UP PROCESS

The Company shall have perpetual existence unless dissolved by an official corporate resolution of the Pellanth Group Corporation or by regulatory order of the Department of Commerce. Upon the triggering of a dissolution event, the Company shall immediately commence a thorough **Winding-Up Process** governed by the following sequence:

- **a) Cessation of Activity:** The bank shall immediately cease all public commercial operations, banking activities, and new loan underwriting, except those required to wind up affairs.
- **b) Settlement of Corporate Debts:** All remaining liquid corporate assets shall first be allocated to pay off outstanding public liabilities, corporate fines, employee salaries, and verified creditor debts in full compliance with Commonwealth commerce codes.
- **c) Asset Distribution:** Following the absolute settlement and liquidation of all valid debts, any and all remaining cash balances, real property plots, or structural assets belonging to the LLC shall be distributed directly to the sole member, **Pellanth Group Corporation**, after which the corporate registry shall be officially closed.

IN WITNESS WHEREOF, the undersigned authorized organizer has executed and verified this compliant, amended Certificate of Formation on this 15th day of June, 2026.

Organizer: `Citrix Mercer (ign: Citrixxxx)`

On behalf of Pellanth Group Corporation