COMMONWEALTH OF REDMONT
DEPARTMENT OF COMMERCE
Business Incorporation Registration

CERTIFICATE OF FORMATION

OF

TITAN GROUP LLC

A Limited Liability Company
Organized Under the Legal Entity Act of the Commonwealth of Redmont

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ARTICLE I — NAME

The name of the Limited Liability Company shall be Titan Group LLC (hereinafter referred to as the **"Company"** or **"Titan Group"**).

ARTICLE II — IN-GAME COMPANY

The in-game business plugin company associated with this LLC is "TitanGroup," as established through the /db create command within the server.

ARTICLE III — INCORPORATOR

The incorporator of this Limited Liability Company is:

In-Game Name (IGN)	PvM2Max
Forums Username	PvM2Max
Discord	PvP2Max
Role	Sole Member & Manager

ARTICLE IV — NATURE AND PURPOSE OF BUSINESS

The Company is organized for the purpose of serving as a holding company engaged in the acquisition, ownership, and management of equity interests, shares, and controlling stakes in subsidiary businesses and affiliated entities across diverse sectors within the Commonwealth of Redmont, including but not limited to:

- Subsidiary Management — Establishing, acquiring, and overseeing subsidiary companies across diverse industries
- Equity & Investment Management — Holding and managing equity interests, shares, and controlling stakes in affiliated entities
- Strategic Operations — Providing centralized management, administrative services, and strategic direction to subsidiary companies
- Financial Services — Overseeing financial operations including banking, lending, and investment services through subsidiary entities

The Company may engage in any and all lawful business activities related to or incidental to the foregoing purpose for which limited liability companies may be organized under the Legal Entity Act.

ARTICLE V — OWNERSHIP AND MANAGEMENT

(a) Management Structure. The Company shall be manager-managed. PvM2Max (Forum: PvM2Max) serves as the sole Manager with full authority to conduct the business and affairs of the Company, including but not limited to: establishing subsidiary operations, applying for government licenses, entering into contracts, hiring employees, managing all financial operations, and making all operational decisions on behalf of the Company.

(b) Voting Rights. The sole Member shall hold 100% of the voting power of the Company. All matters requiring a member vote shall be decided by the Member. In the event additional members are admitted, voting power shall be allocated in proportion to each member's membership interest, unless otherwise agreed in writing by all members.

(c) Manager Authority. The Manager shall have the authority to bind the Company in all matters, execute documents on behalf of the Company, open and manage bank accounts, and take any and all actions necessary for the conduct of the Company's business, without requiring additional member approval for ordinary business operations.

ARTICLE VI — MEMBERSHIP

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

Member (IGN)	Membership %	Type	Voting Power
PvM2Max	100%	Member/Manager	100%

Admission of new Members shall require the unanimous written consent of all existing Members. Membership interests are non-transferable without prior written consent of all members, in accordance with the Legal Entity Act, Part V, Section 3.

ARTICLE VII — CAPITAL CONTRIBUTIONS

(a) Initial Contributions. The initial capital contribution of the Company shall be provided by PvM2Max. The initial contribution shall consist of all funds, assets, and resources contributed to the Company at the time of formation, the value of which shall be recorded in the Company's books and records.

(b) Additional Contributions. No member shall be required to make additional capital contributions beyond the initial contribution unless agreed to in writing by the member. Additional contributions may be made voluntarily at the sole discretion of the contributing member.

(c) Failure to Contribute. In the event a member fails to make a required capital contribution that was previously agreed upon in writing, the Manager may, at their discretion: (i) pursue legal remedies to enforce the contribution obligation; (ii) reduce the non-contributing member's membership proportionally; or (iii) dissolve the Company if the failure materially impairs business operations.

ARTICLE VIII — PROFIT AND LOSS DISTRIBUTION

All profits and losses of the Company shall be allocated to the members in proportion to their membership interest. Distributions of available cash shall be made at the sole discretion of the Manager. No member shall be entitled to a distribution if such distribution would render the Company unable to meet its obligations to creditors or impair the Company's capital reserves.

ARTICLE IX — TRANSFER OF MEMBERSHIP

(a) Restrictions on Transfer. Membership in the Company may only be transferred with the written consent of all existing members. No member may sell, assign, pledge, or otherwise transfer their membership, in whole or in part, without first offering the membership to the remaining members on the same terms (right of first refusal). Any transfer made in violation of this Article shall be void.

(b) Voluntary Withdrawal. A member may voluntarily withdraw from the Company upon providing thirty (30) days' written notice to the Manager and all other members. Upon withdrawal, the withdrawing member's interest shall be valued and purchased by the remaining members or the Company at fair market value as determined by the Manager.

(c) Removal of a Member. A member may be removed by a vote of at least a majority (50% or greater) of the remaining members' voting power for cause, including but not limited to: (i) material breach of this Certificate or any operating agreement; (ii) conviction of a criminal offense under the Criminal Code Act that materially harms the Company; or (iii) failure to fulfill obligations to the Company after written notice and a reasonable cure period.

ARTICLE X — 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 Company 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 of the members.

ARTICLE XI — AMENDMENTS

(a) This Certificate of Formation may be amended by a vote of at least a **majority (50% or greater)** of the members according to their voting power.

(b) Any proposed amendment must be submitted in writing to all 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 XII — DURATION AND DISSOLUTION

(a) Duration. The Company shall have perpetual existence and shall continue until dissolved in accordance with this Article, the Legal Entity Act, or by the unanimous consent of its members.

(b) Dissolution. The Company may be dissolved upon: (i) the unanimous written consent of all members; (ii) a court order; (iii) the occurrence of any event that makes it unlawful for the Company's business to continue; or (iv) administrative dissolution by the Department of Commerce for failure to maintain compliance.

(c) Winding Up. Upon dissolution, the Manager shall wind up the Company's affairs by liquidating assets, paying all outstanding debts and obligations, and distributing any remaining assets to the members in proportion to their membership interest. The Manager shall file all required dissolution documents with the Department of Commerce.

ARTICLE XIII — REGISTERED AGENT

The registered agent for service of legal process and official correspondence shall be PvM2Max, contactable via in-game direct message, through the official DemocracyCraft forums under the forum name PvM2Max, or via Discord at PvP2Max.

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Formation on this date.

INCORPORATOR:



Name: PvM2Max
Title: Sole Incorporator, Member, and Manager
Date: 5 Mar 2026

PREPARED BY:



Name: PvM2Max
Title: Managing Partner, Titan Legal Group LLC
Date: 5 Mar 2026

Prepared by Titan Legal Group LLC.
Filed in accordance with the Legal Entity Act of the Commonwealth of Redmont.