Certificate of Formation

Limited Liability Company (LLC) – Operating Agreement

The undersigned, acting as the Organizer in accordance with the laws of Redmont, hereby certifies the following:

Section 1. Introduction to Business

1.1 Name of the Company: Unicorn Building Services (UBS)

1.2 Name registered with Business Plugin: UBS

1.3 Type of Firm: Limited Liability Company (LLC)

1.4 Founding Member: Jeessica

1.5 Contact (Discord): @jessicaonearth

1.6 Effective Date: 14th July 2026

1.7 Nature of the Business:

UBS is established to provide construction, building, demolition, and build design contracting services with any other lawful business activities permitted under the Laws of Redmont.

Section 2. Membership

2.1 Classes of Membership.

The LLC shall have two classes of membership.

Managing Members: who have voting and operational authority.

General Members: who hold ownership interests but limited management authority.

2.2 A provision setting the first Managing Member.

The initial Manager of Unicorn Building Services LLC will be:

Jeessica – Chief Executive Officer (100% Ownership)

2.3 Membership Management:

Unicorn Building Services LLC shall be managed by appointed managers, who will oversee business operations, financial decisions, and general company affairs. Managers may delegate responsibilities to employees or officers as required.

2.4 Admission of New Members.

New members may be admitted upon approval from the Manging Members within the application process posted on the Discord Server. Admission shall require an Employers Agreement regarding responsibilities.

2.5 Powers and Authority of Memberships.

UBS shall have the authority to conduct lawful business activities within Democracy Craft. Managing Members can enter agreements, hire employees, and manage company assets. Managers may be removed for misconduct, inactivity or failure to perform their responsibilities.

New members may be admitted with approval from existing Managers. General Members shall not act on behalf of the LLC without approval from management.

2.6 Removal, Resignation, or Transfer of Membership.

A member may be removed for misconduct, failure to fulfil responsibilities stated in Employer's Agreement, or actions damaging to the LLC. Membership interests may not be transferred without approval from the Managing Members.

2.7 Removal, Resignation, or Transfer of Membership.

Members shall act in the best interests of the LLC, maintain professional conduct, and fulfil responsibilities assigned to their position.

Section 3. Voting Rights

3.1 Higher Voting Requirements

Managing Members shall hold voting rights regarding operational decisions, company policies and major business matters. General Members shall not have voting authority unless granted by the Managing Members. A vote must receive a majority before being passed.

Section 4. Liability

4.1 Personal Liability of Members

Members shall not have personal liability for the debts, obligations, or liabilities of the LLC except where required by law.

4.2 Liability of Managers.

Managers and officers of the LLC shall not be personally liable for actions taken in good faith on behalf of the LLC, except in cases of fraud, gross negligence, wilful misconduct or violation of law.

4.3 Indemnification of Members and Managers.

The LLC shall compensate members, managers and officers for expenses, losses, or liabilities incurred while acting on behalf of the LLC, provide such actions were undertaken in good faith and within their authority.

4.4 Debts and Obligations.

All debts, contracts and obligations incurred by the LLC shall be the responsibility of the LLC and not its individual members, unless otherwise agreed or required by law.

4.5 Exceptions to Liability Protection.

Liability protection shall not apply where a member, manager or officer engages in fraudulent activity, unlawful conduct, acts outside their authority, or personally guarantees an LLC obligation.

Section 5. Capital

5.1 Initial Capital Contributions

Members may make an initial capital contribution of $1 to the LLC. The amount and form of contribution shall be recorded in the LLC's records.

5.2 Additional Capital Contributions

No member will be required to make additional capital contributions unless approved by the members in accordance with this Agreement. Any voluntary or approved additional contributions shall be documented in the LLC records.

5.3 Allocation of Revenue

The profits and losses of the LLC shall be allocated among the members in proportion to their respective ownership interests, unless otherwise agreed in writing by all members.

5.4 Distribution of Profits

Distributions of available profits shall be made to the members at such times and in such amounts as determined by the Managing Members, subject to the LLC maintaining sufficient funds to satisfy its obligations.

5.6 Return of Capital

No member shall have the right to demand or receive the return of any capital contribution.

Section 6. Dissolution

6.1 Company Duration

The LLC shall have perpetual existence unless dissolved according to the terms established within this certificate of Formation.

6.2 Voluntary Dissolution

The LLC may be dissolved upon approval of the members in accordance with the voting requirements established in Section 3.

6.3 Winding Up

Following dissolution, the LLC shall conclude its affairs by collecting assets, paying debts and liabilities, and completing any remaining business such as on-going projects. The LLC has the rights to recommend other contractor companies to existing clients. Projects that refuse the referral must be completed under UBS and the client must acknowledge that under changed circumstances the standard of service may lower.

6.4 Distributing Assets

After all debts and obligations have been satisfied, remaining assets shall be distributed to the members in accordance with their ownership interests.