CERTIFICATE OF FORMATION
AND OPERATING AGREEMENT
BLACKSTONE LAW GROUP LLC

Commonwealth of Redmont

The undersigned Members hereby form Blackstone Law Group LLC as a limited liability company under the laws of the Commonwealth of Redmont and adopt this Certificate of Formation and Operating Agreement as the governing document of the Company. This document supersedes any earlier certificate, operating agreement, or inconsistent internal formation document of the Company.

ARTICLE I - NAME, OFFICE, PURPOSE, AND TERM

1.1 Name. The name of the Company is Blackstone Law Group LLC, referred to in this Agreement as the "Company."

1.2 Registered Office. The registered office of the Company shall be S047, Commonwealth of Redmont, or any replacement office unanimously approved by the Members and recorded in the Company records.

1.3 Purpose. The Company is organized to provide legal services and to engage in any lawful activities incidental or related to those services.

1.4 Term. The Company shall continue until dissolved in accordance with this Agreement or applicable law.

ARTICLE II - MEMBERS, OWNERSHIP, AND CAPITAL CONTRIBUTIONS

2.1 Members and Ownership. The Members and their respective ownership interests and voting power are as follows:

Member	Capital Contribution	Ownership Interest	Voting Power
Jim_Pickens	$100,000	50%	50%
Killenn	$100,000	50%	50%

2.2 Initial Contributions. Each Member has contributed $100,000 to the Company. The Members acknowledge that their initial contributions are equal and support equal ownership of the Company.

2.3 Additional Contributions. No Member shall be required to make an additional contribution unless both Members approve the contribution in writing. An additional contribution shall not alter ownership or voting power unless this Agreement is unanimously amended in writing.

2.4 No Withdrawal of Capital. A Member may not withdraw any part of the Member's capital contribution except through an approved distribution, transfer, buyout, or winding up under this Agreement.

ARTICLE III - MANAGEMENT, AUTHORITY, AND DECISION-MAKING

3.1 Member-Managed Company. The Company is member-managed. Jim_Pickens and Killenn shall each serve as a Managing Partner and shall have equal status in the management of the Company.

3.2 Voting Rights. Each Member holds 50% of the total voting power. There is no casting vote, superior vote, or tie-breaking vote.

3.3 Approval Standard. Any matter submitted for a Member vote requires approval by more than 50% of the total voting power unless this Agreement expressly requires unanimous approval. Because the Members each hold 50% of the voting power, approval requires both Members. If the Members disagree or the vote is tied, the proposed action shall not proceed and the existing position shall remain unchanged.

3.4 Ordinary Authority. Each Managing Partner may execute contracts, employ personnel, represent clients, and conduct the ordinary affairs of the Company within the scope of Company policies and any authority previously approved by both Members. Neither Managing Partner may unilaterally alter ownership, voting rights, capital obligations, profit distribution, or this Agreement.

3.5 Delegation. Salary Partners, Associates, and other personnel may exercise only the authority delegated to them by the Managing Partners. Delegation does not remove the responsibility of the Members for Company management.

3.6 Deadlock. A deadlock shall not authorize either Member to act alone on the disputed matter. No action shall be taken unless the Members later reach the required approval.

ARTICLE IV - ROLES AND RESPONSIBILITIES

4.1 Managing Partner Duties. Each Managing Partner shall contribute to the management and development of the Company, protect Company property and confidential information, maintain accurate records, act honestly toward the Company, and perform any duties assigned under a valid Firm-Managing Partner Agreement.

4.2 Separate Managing Partner Agreement. A Firm-Managing Partner Agreement may define operational responsibilities, performance expectations, confidentiality duties, conduct standards, and other obligations. A valid Firm-Managing Partner Agreement supplements this Agreement but may not change ownership, voting power, or mandatory approval requirements unless this Agreement is unanimously amended.

4.3 Conflicts and Company Opportunities. A Member shall disclose any material personal interest in a proposed Company transaction and shall not misuse Company information, assets, clients, or opportunities for personal benefit.

ARTICLE V - PROFITS, LOSSES, AND DISTRIBUTIONS

5.1 Allocation. All Company profits and losses shall be allocated 50% to Jim_Pickens and 50% to Killenn.

5.2 Distributions. Available profits shall be distributed equally between the Members after payment or provision for Company debts, payroll, commissions, expenses, taxes, reserves, and other Company obligations. The timing and amount of any distribution require approval under Article III.

5.3 No Preferential Distribution. Neither Member is entitled to a preferential dividend, distribution, repayment, or return solely because of position, title, or management activity unless both Members approve it in writing.

ARTICLE VI - TRANSFER OF MEMBERSHIP INTERESTS AND NEW MEMBERS

6.1 Restriction on Transfer. A Member may not sell, assign, pledge, gift, or otherwise transfer any part of a membership interest except in accordance with this Article.

6.2 First Priority Right. Before transferring an interest to any third party, the transferring Member must give the other Member written notice of the proposed transfer, including the interest offered and the proposed price and terms. The other Member shall have first priority to acquire the interest on the same terms.

6.3 Third-Party Transfer. A third-party transfer may proceed only after the other Member has declined the priority right in writing and the proposed transferee has been unanimously approved for admission as a Member. A transfer made without compliance with this Article is ineffective against the Company.

6.4 Admission of New Members. No person or entity may be admitted as a new Member without unanimous written approval of all voting Members and execution of a written agreement to be bound by this Agreement.

6.5 Economic Assignee. A transferee who has not been admitted as a Member may receive only the economic rights expressly transferred and shall have no voting, management, information, or decision-making rights.

ARTICLE VII - INACTIVITY, BREACH, MISCONDUCT, AND REMOVAL

7.1 Grounds. A Member may be removed for: (a) inactivity lasting 14 consecutive days; (b) misconduct materially harmful to the Company; (c) a material breach of this Agreement; or (d) a material breach of a valid Firm-Managing Partner Agreement.

7.2 Inactivity. Inactivity means failing for 14 consecutive days to meaningfully participate in Company management or respond to reasonable Company communications, without prior notice of an agreed absence or another reasonable explanation accepted by the other Member.

7.3 Written Notice and Evidence. Removal requires written notice identifying the alleged ground and supporting evidence. Evidence may include retained messages, transaction records, Company records, server records, witness statements, or other material reasonably demonstrating the inactivity, misconduct, or breach.

7.4 Automatic Effect. Where the written notice and supporting evidence prove a ground under Section 7.1, removal is automatic and no Member vote is required. Upon delivery of the notice and evidence, the removed Member immediately ceases to hold voting, management, Managing Partner, and representative authority on behalf of the Company.

7.5 Economic Interest Following Removal. Removal does not automatically confiscate the removed Member's economic interest. The removed Member's interest shall convert to a non-voting economic interest pending a purchase by the remaining Member or the Company. The purchase price shall be agreed in writing or, if disputed, determined under applicable law. Proven losses or liabilities caused by the removed Member may be deducted only to the extent permitted by applicable law or a binding determination.

7.6 Company Protection. The Company may immediately revoke access to Company funds, systems, records, premises, client matters, and communication channels where reasonably necessary to protect the Company following removal.

ARTICLE VIII - BYLAWS, RECORDS, AND MEMBER INFORMATION

8.1 Bylaws. The Company may adopt bylaws, policies, procedures, staff rules, and internal governance documents by the approval required under Article III. Such documents supplement this Agreement and are void to the extent they conflict with it.

8.2 Company Records. The Company shall maintain reasonable records of ownership, capital contributions, material decisions, income, expenses, distributions, contracts, staff arrangements, and amendments.

8.3 Member Access. Each voting Member is entitled to reasonable access to Company records and material updates concerning the Company's affairs, subject to client confidentiality, legal restrictions, and reasonable security controls.

8.4 Written Communications. A notice or approval under this Agreement may be delivered through any agreed written platform capable of being retained as evidence, including an in-game message, forum message, direct message, email, or signed document.

ARTICLE IX - AMENDMENTS

9.1 Unanimous Approval. This Certificate of Formation and Operating Agreement may be amended only with unanimous written approval of all voting Members.

9.2 Form of Amendment. Every amendment must identify the provision being changed, state the replacement wording or effect, and be retained with the Company records. No oral amendment is effective.

9.3 Effect on Filed Information. Where an amendment changes information required to be filed or registered, the Managing Partners shall cause the appropriate filing or update to be made.

ARTICLE X - DISSOLUTION AND WINDING UP

10.1 Dissolution Events. The Company shall be dissolved only by unanimous written approval of all voting Members or when dissolution is otherwise required by applicable law or a binding order.

10.2 Winding Up. Upon dissolution, the Managing Partners or another authorized person shall wind up the Company, complete or transfer active matters where appropriate, collect Company property, discharge liabilities, and preserve necessary records.

10.3 Order of Distribution. After payment or provision for Company debts and liabilities, remaining assets shall first be applied to any amounts properly owed to Members and then distributed 50% to Jim_Pickens and 50% to Killenn, subject to applicable law and any valid adjustment arising from a transfer or removal.

10.4 Final Filings. The authorized person shall submit any required dissolution, cancellation, or closing documents and shall take reasonable steps to terminate the Company's operations.

ARTICLE XI - LIABILITY AND GENERAL PROVISIONS

11.1 Limited Liability. The Members shall enjoy limited liability to the fullest extent permitted by applicable law. No Member is personally liable for a Company obligation solely by reason of being a Member or Managing Partner.

11.2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Redmont and any binding rules applicable to the Company.

11.3 Entire Agreement. This document and any valid supplemental agreement expressly permitted by it constitute the governing agreement among the Members concerning the Company.

11.4 Priority. If a bylaw, policy, Firm-Managing Partner Agreement, staff agreement, or other internal document conflicts with this Agreement, this Agreement controls unless it has been unanimously amended.

11.5 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent possible.

11.6 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and through electronic or in-game signatures accepted by the Members. All counterparts together form one document.

ARTICLE XII - EXECUTION

This Agreement becomes effective on the date of the last signature below.

_____	_____
Jim_Pickens	**Killenn**
Member and Managing Partner	Member and Managing Partner
Date: _____	Date: _____

END OF AGREEMENT