Certificate of Formation of ObsidianGroup LLC

This Certificate of Formation is filed in accordance with Section 8 of the Legal Entity Act and the policies of the Department of Commerce.

Article I: Name
The name of the limited liability company is **ObsidianGroup LLC**.

Article II: Formator
The name and title of the formator is **guiltypleasurez**.

Article III: Nature of Business
The primary purpose of the LLC is to operate as a parent organization for a diversified portfolio of subsidiary companies. The LLC's activities will include, but are not limited to, providing strategic management, capital allocation, and administrative oversight to its subsidiaries. In addition, the LLC may engage in any other lawful act or activity permitted under the Laws of the Commonwealth of Redmont.

Article IV: Duration
The duration of the LLC shall be perpetual.

Article V: Management and Structure

1. **Management:** This LLC shall be **manager-managed**.
2. **Structure:** This LLC shall be **interest-based**.
3. **Interest Unit:** The unit of interest in this LLC is **relative**, expressed as a percentage of the whole.

Article VI: Contact & Registered Information

1. **Principal Office:** S109
2. **Primary Contact:** guiltypleasurez
3. **Discord:** _andreass

Article VII: Operating Agreement
The LLC Operating Agreement is attached hereto and is incorporated by reference into this Certificate of Formation as a mandatory component required by law and Department of Commerce policy.

Submitted by:
Name: guiltypleasurez
Title: Formator
Date: 2025-09-20

LLC Operating Agreement for ObsidianGroup LLC

This is the official Operating Agreement for ObsidianGroup LLC.

Section 1: Management
1.1. **Management Authority:** The business and affairs of the LLC shall be managed by one or more Managers.
1.2. **Initial Manager:** The initial Manager shall be **guiltypleasurez**.
1.3. **Appointment and Removal:** Managers shall be appointed or removed by a majority vote of the members' interests.

Section 2: Capital Contributions
2.1. **Initial Contributions:** The members have made initial capital contributions as recorded in the company's internal financial records.
2.2. **Additional Contributions:** Members are not required to make additional capital contributions. However, should the LLC require additional funds, such contributions may be called for upon a majority vote of the members' interests. Failure to provide a called-for contribution may result in a dilution of the non-contributing member's interest, as determined by the managers.

Section 3: Members and Interests
3.1. **Initial Member:** The initial member and their ownership interest is:
* **Member:** guiltypleasurez | **Ownership Interest:** 100%
3.2. **Admission of New Members:** New members shall be admitted upon the approval of a majority of the members' interests.
3.3. **Transfer of Ownership:** A member may transfer their ownership interest only with the prior approval of a majority of the remaining members' interests. Any unapproved transfer is void.
3.4. **Interest Register:** A current Interest Register shall be maintained in the Incorporated Entity Summary of the Company Docket. All changes must be recorded in the docket to be effective.

Section 4: Voting
4.1. **Voting Power:** Each member shall have voting power in proportion to their ownership interest.
4.2. **Required Vote:** Unless otherwise required by law, all matters submitted to a vote shall be approved by a majority of the voting power. A quorum for any vote shall be at least 50% of the total voting power.

Section 5: Profit and Loss Distribution
5.1. **Distribution:** Profits and losses shall be allocated to the members in proportion to their respective ownership interests.

Section 6: Liability
6.1. **Limited Liability:** Pursuant to the Legal Entity Act, the members and managers shall not be personally liable for the debts, obligations, or liabilities of the LLC.

Section 7: Inactivity

7.1. **Requirements & Consequences:** Should a member fail to meet the default activity requirements set by the Legal Entity Act (6 hours in the last 30 days), the LLC may forcibly buy back the member's interest at its par value, subject to a 72-hour notice period.

Section 8: Bylaws

8.1. **Nature of Bylaws:** The managers may, by majority vote, adopt Bylaws to regulate the day-to-day conduct of the LLC's business. In any case of conflict between the Bylaws and this Operating Agreement, the terms of this Operating Agreement shall prevail.

Section 9: Dispute Resolution

9.1. **Procedure:** Any dispute arising among the members or between a member and the LLC, which cannot be resolved through informal discussion, shall be submitted to mediation administered by the Department of Commerce or a mutually agreed-upon third party before any legal action is taken.

Section 10: Amendments

10.1. **Procedure:** This Operating Agreement may be amended by a vote of at least a majority of the members' interests. All amendments must be posted in the Company Docket to take effect.

Section 11: Dissolution

11.1. **Procedure:** The LLC shall be dissolved upon a majority vote of the members' interests. The winding up process shall follow the procedures outlined in the Legal Entity Act.