



## **CERTIFICATE OF INCORPORATION/OPERATING AGREEMENT**

This agreement between Smallfries4 and Kaiserin\_ ("Original Partners") regarding the incorporation and operation of Dragon Law Firm (the "Firm") shall encompass the entirety of the operating structure, ownership, and responsibilities of the Partners and the Firm as applicable. This document is the only source of managerial power or rule-making within the Firm.

### **I. OWNERSHIP**

This firm will be manager-managed. The firm will consist of 1,000 stakes, to be split 55%-45% to Kaiserin\_'s advantage such that Kaiserin\_ controls 550 stakes and Smallfries4 controls 450 stakes. Both Partners will be recognized as Managing Partners, hierarchically equal.

A decision may be made regarding operations or changes to the Firm or this Agreement if members comprising no less than 75% of eligible stakes agree to those operations or changes. Only those Partners who have more than 10% of stakes ("Managing Partners") may vote in such matters. Any stakes not eligible to vote due to a Partner's lack of stake interest is an "ineligible" stake for purposes of quorum calculation. Partners that are ineligible to vote ("Equity Partners") shall still be entitled to the entitlements and duties of stake ownership.

### **II. CAPITAL CONTRIBUTION & FINANCES**

Dragon Law Firm is a highly resourceful firm and a hegemonic entity within the legal industry, and needs no capital contributions.

The Partners as a class shall be responsible for the financial well-being of the Firm, and both profits and losses shall be distributed equitably across stakes. One stake will entitle or burden a Partner with one-tenth of one percent of the profit gain or operating loss per calendar month.

Profits shall be defined as all remaining revenue when salaries, rent, taxes, and all other mandatory or agreed expenses are taken out at the end of the month. Operating losses shall be the gap between revenue and the sum of salaries, rent, taxes, and all other mandatory or agreed expenses are taken out at the end of the month, when all of those expenses total greater than revenue. Partners may, as a class, decide to eschew a portion of their entitled profits to pay for upkeep of the firm. Partners, as a class, may not draw profits if any outstanding debts or expenses exist that are greater than any cash held by the Firm at that time.

### **III. TRANSFER OF OWNERSHIP**

The transferring of stakes to other individuals may only occur between individuals who already own stakes, or those individuals who do not own stakes but work within the Firm as described in the voting scheme above. Only individuals that have passed the Attorney exam in-game are permitted to become stakeholders.

In the case that a transfer of stakes would result in one individual or entity holding more than 50% of stakes, 75% of all stakes must consent, not subject to the 10% requirement. In the case where a transfer of stakes would result in one individual or entity holding more than 75% of stakes, 90% of all stakes must consent, not subject to the 10% requirement.

### **IV. DISPUTE RESOLUTION**

Mediation or arbitration will be the mandatory first step between stakeholders or between Managing Partners and non-stakeholding workers. The final judgment of either shall not be binding, but a refusal to follow the final judgment that results in a legal dispute arriving in court shall be punished with a fair and just fine not to exceed \$10,000 should the refusing party lose the case.