Articles of Incorporation and Bylaws of Cobblestone

This Shareholder Agreement (the "Agreement") constitutes the Articles of Incorporation and Bylaws of Cobblestone, organized as a corporation under the laws of the Commonwealth of Redmont, effective as of 22 March 2025.

Article I: Name and Incorporation Details

1. **Name:** The name of the corporation is Cobblestone.
2. **Registered Agent:** The corporation's registered agent is Sync (Discord: xsyncx).
3. Principal Office: The principal office of the corporation is located at s036 in Reveille, Redmont.
4. **Incorporation:** Cobblestone is incorporated under the laws of the Commonwealth of Redmont and is authorized to conduct lawful business, including commercial and investment bank services.

Article II: Purpose

Cobblestone is organised to offer commercial and investment banking services. The corporation may also engage in lawful ancillary activities as approved by the Board of Directors.

Article III: Parties to the Agreement

This Agreement is entered to and agreed upon by the following parties (collectively referred to as the "Shareholders")

1. **Sync**
    a. IGN: xSyncx
2. **Nate**
    a. IGN: YeetGlazer

Article IV: Ownership and Equity Distribution

1. **Issued Share Capital:** Cobblestone will have 400,000 shares at a par value of $1. These are divided as follows:
    a. **Sync:** 200,000
    b. **Nate:** 200,000
2. **Authorization to Issue Shares:**
    a. The Board of Directors is authorized to issue additional shares of the corporation given approval of shareholders holding at least 75% of existing voting rights to prevent dilution of control.

    b. Shares must be issued at or above net book value per share.
3. **Share Transfer**
    a. Shares are transferable in accordance with applicable laws and regulations, subject to any restrictions outlined in this document or future shareholder agreements.
4. **Pre-Emptive Rights**
    a. Existing shareholders have the right to purchase new shares to be issued, before they are offered to the public.

Article V: Management and Decision-Making

1. **Board of Directors**
    a. **Composition:** The corporation shall be governed by a Board of Directors consisting of 2 members elected by the Shareholders.
    b. **Terms**: Directors may serve for up to four months before requiring a shareholder vote to confirm their continuation. Additionally, any Director may be terminated from the Board upon a majority vote by the board.
    c. **Responsibilities:** The Board of Directors is responsible for:
        i. Overseeing the corporation's strategic initiatives and corporate governance.
        ii. Approving major decisions and monitoring the company's financial health.
        iii. Ensuring compliance with applicable laws and regulations.
    d. **Compensation:** Each Director is entitled to a weekly pay of $0.
2. **Executive Officers**
    a. Executive roles such as CEO, COO, CTO & CFO may be established based on the company's needs. These roles are not required to be established.

Article VI: Dividends and Distributions

1. **Dividend Policy:**
    a. Dividends are distributed at the discretion of the Board of Directors based on the proportion of shares held and company performance.
    b. Shareholders are entitled to dividends if declared.
2. **Distribution Guidelines:** The Board shall vote on the allocation of profits to dividends, ensuring compliance with legal and financial obligations.

Article VII: Exit Strategies

1. **Voluntary Exit by a Shareholder:**
    a. If a Shareholder wishes to exit the Bank, they must first offer to sell their shares to the other Shareholder(s), in accordance with the pre-emption rights. The purchasing Shareholder(s) must decide whether to buy the shares within 30 days.
2. **Sale to Third Parties**
    a. If the non-exiting Shareholder(s) do not exercise their pre-emption rights, the exiting Shareholder may offer their shares for sale to a third party.
    b. The sale to a third party must be approved by the remaining Shareholder(s), and the buyer must agree to be bound by the terms of this Agreement.

Article VIII: Dispute Resolution

1. **Dispute Resolution:**
    a. Any disputes arising between shareholders or between shareholders and the corporation shall first be addressed through good faith negotiations.
    b. If negotiations fail, disputes shall be resolved through mediation conducted by a neutral third-party mediator agreed upon by the parties involved.
    c. Should mediation prove unsuccessful, disputes shall be filed to litigation, according to the jurisdiction of the courts of Redmont.

Article IX: Confidentiality

1. **Obligation of Confidentiality**
    a. The parties agree to maintain the confidentiality of any proprietary or sensitive information shared between them in connection with this Agreement, including financial information, trade secrets, and business plans.
2. **Exceptions to Confidentiality**
    a. The obligation of confidentiality does not apply to information that is already publicly available, was lawfully obtained from a third party, or is required to be disclosed by law or regulation.

Article X: Reserved Matters

1. **Unanimous Approval**
    a. The following issues need unanimous shareholder approval
        i. Dissolution of Cobblestone

Article XI: Financing Arrangements

1. **Special Financing Arrangements**
    a. Cobblestone may secure funding from any lawful source with majority approval from shareholders.

EXECUTED ON 22 March, 2025, by the Board of Directors and shareholders of Cobblestone.

Name: xSyncx
Title: Director
Date: 22/03/25

Name: Nate
Title: Director
Date: 22/03/25