

# 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 3 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 an agreement of  $\frac{1}{2}$  or greater of 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.

## 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