Certificate of Incorporation and Shareholders' Agreement

Krupp

This Certificate of Incorporation and Shareholders' Agreement of Krupp ("Agreement") is entered into force as of August 2, 2026, between Krupp ("Corporation") and all shareholders ("Shareholders") under the laws of Redmont.

1. Name and Purpose

- **1.1.** The name of this Corporation is **Krupp**.
- **1.2.** The purpose of this Corporation is the ownership, operation, and management of a supply network, manufacturing facilities, factories, and retail shops dedicated to the production, distribution, and sale of building materials and related construction products.
- **1.3.** The in-game business plugin name of this Corporation is **Krupp**.

2. Shares

- **2.1.** There shall be two (2) active Class Shares authorized under this Agreement: Class A and Class C.
- **2.2.** Type A Shares grant the owner the right to:
    - **2.2.1.** attend Shareholders' Meetings, and
    - **2.2.2.** vote in Shareholder matters and other matters stated in this Agreement ("Shareholders' matters") with a Class Share Weight of 10.
- **2.3.** Type B Shares are not authorized, issued, or recognized under this Agreement.
- **2.4.** Type C Shares grant the owner the right to:
    - **2.4.1.** receive dividends according to Section 12.1.
- **2.5.** The total number of authorized Type A Shares is 10,000 with a par value of R$ 0.001.
- **2.6.** The total number of authorized Type B Shares is 0.
- **2.7.** The total number of authorized Type C Shares is 100,000 with a par value of R$ 0.10.
- **2.8.** Upon incorporation, Shares shall be allocated and distributed as follows:
    - **2.8.1.** 10,000 Type A Shares to **Hoogvlieger007**.
    - **2.8.2.** 100,000 Type C Shares to **Hoogvlieger007**.

- **2.9.** Existing Class A Shareholders retain preemptive rights to purchase any newly issued Class A voting shares in proportion to their existing shareholding prior to public or third-party offering.

3. Shareholders' Meetings and Voting

- **3.1.** Voting Power of each Shareholder shall be calculated by multiplying the number of Shares held by the Shareholder with the Class Share Weight of the relevant Class Share. If a Shareholder holds Shares of multiple Classes, their total Voting Power shall be the sum of the products calculated for each Class separately.
- **3.2.** All meetings of Shareholders must be attended by such Shareholders that have a combined Voting Power of at least half of the total Voting Power to be able to carry out their duties or make decisions prescribed herein.
- **3.3.** Unless stated otherwise, all votes of the Shareholders require a simple majority vote.
- **3.4.** In case of a vacancy in the Board of Directors, the Shareholders must appoint a new Director with a vote unless stated otherwise.
- **3.5.** All meetings and decisions of the Shareholders must be documented.
- **3.6.** Only a Shareholder who has at least 50% of the total Voting Power, or a group of Shareholders whose sum of their respective Voting Powers is at least 50%, may begin proceedings to dismiss a Director.

4. Board of Directors

- **4.1.** The Board of Directors is the supreme managing body of the Corporation, made up of Directors appointed and recalled by the Shareholders.
- **4.2.** The Board of Directors is responsible for oversight of management and employees, corporate decisions, financial decisions, the purchase, renting, transfer, or sale of property, long-term goals and strategy of the Corporation, and ensuring the Corporation is operated in the best interests of the Shareholders.
- **4.3.** All meetings of the Board of Directors must be attended by at least half of its Directors to be able to make decisions prescribed herein.
- **4.4.** The Board of Directors appoints and recalls the Chief Executive Officer by a simple majority vote.
- **4.5.** The Board of Directors by a simple majority vote may create a new position within the executive management and appoint a person to the position with full powers. Such creation of a new position must be made as an amendment to this Agreement.

- **4.6.** All amendments to this Agreement must be adopted first by the Board of Directors with a simple majority vote and submitted to the Shareholders.
- **4.7.** The Board of Directors shall consist of the following persons:

Position	Person
Director	**Hoogvlieger007**

- **4.8.** All meetings and decisions of the Board of Directors must be documented.

5. Officers of the Corporation

- **5.1.** The Officers are responsible for the day-to-day management and operation of the Corporation.
- **5.2.** The principal executive officer of the Corporation shall be the Chief Executive Officer (CEO). The CEO is entitled to represent the Corporation and act in its name in all legal, commercial, and operational matters, unless otherwise restricted by this Agreement or a decision of the Board of Directors.
- **5.3.** The Officers shall implement the decisions, resolutions, long-term goals, and strategy adopted by the Board of Directors and shall manage the Corporation in accordance with this Agreement and applicable law.
- **5.4.** The Officers may propose the creation of new executive or managerial positions to the Board of Directors but may not create such positions independently unless expressly authorized by the Board of Directors according to Section 4.5.
- **5.5.** The following persons shall be the first Officers and shall act as incorporators:
- **5.6**. The Corporation shall indemnify and hold harmless the CEO and Directors against any civil claims, debts, or legal liabilities arising from actions performed in good faith on behalf of the Corporation.

Position	Person
Chief Executive Officer (CEO)	**Hoogvlieger007**

6. Employees

- **6.1.** The Chief Executive Officer, designated managers, or delegated employees may hire or dismiss employees.

- **6.2.** Employees must be paid according to the laws of Redmont, the contractual amount agreed to, or any other formal agreements between the Corporation and the employee.

7. Reserved Matters

- **7.1.** All matters regarding the amendment of this Agreement, issuance of new Shares, structural reorganization thereof, dismissal of Directors, and forced buyouts must be approved by at least 55/100 of the total Voting Power, except amending the Agreement as prescribed in Section 4.5.
- **7.2.** All matters regarding the dissolution of this Corporation, substantial Class Share amendments or substantial changes in the issuance thereof, and substantial amendments to the powers and responsibilities of Shareholders must be approved unanimously by all Shareholders with Voting Power.

8. Confidentiality

- **8.1.** All Shareholders agree to maintain the confidentiality of the Corporation's proprietary, financial, and business information and strategy, as well as any information that could cause undue influence to the public, unless waived by the Board of Directors, a vote of the Shareholders, or ordered by a Court of Law.
- **8.2.** In case of a breach of confidentiality, the Corporation retains the right to claim damages from the offending party.

9. Financing Arrangements

- **9.1.** The Corporation may secure funding through debt, equity, or other financial instruments. All such funding decisions must be approved by the Board of Directors.
- **9.2.** All issuances of further equity must strictly comply with the terms of this Agreement.

10. Exit Strategies

- **10.1.** In the event of death, permanent incapacitation, or prolonged inactivity of a Shareholder, or their intention to fully or partially divest from the Corporation, the other Shareholders hold the exclusive right to purchase the Shareholder's shares at a value approximate to fair market value.
    - **10.1.1.** Prolonged inactivity of a Shareholder means the Shareholder is inactive on the server for a period of 30 consecutive days and does not respond to a formal request by the Corporation within 72 hours.

11. Transfer of Shares

- **11.1.** Shareholders may transfer their Shares at any time, provided that one (1) day's advance notice is delivered to the Board of Directors and that the transfer complies with all terms stated in this Agreement.
- **11.2.** The transfer price of Shares shall be determined by mutual agreement between the involved parties. If an agreement cannot be reached, the value will be determined by an independent appraiser appointed by either the Board of Directors or the parties themselves.

12. Dividends and Distributions

- **12.1.** The Board of Directors may at any time authorize the issuance of dividends, or define performance conditions required for dividend distribution. All dividends shall be distributed proportionally among relevant Shareholders according to the number of eligible Shares owned.

13. Dissolution and Winding Up

- **13.1.** In the event of corporate dissolution, as unanimously approved by the Shareholders under Section 7.2, the Corporation shall cease business operations except as necessary for winding up its affairs.
- **13.2.** The Board of Directors shall oversee the winding up of corporate operations, liquidation of assets, and final closure of the in-game business plugin.
- **13.3.** All corporate debts, liabilities, and legal obligations shall be paid and discharged from corporate assets prior to any distributions to Shareholders.
- **13.4.** Following the satisfaction of all corporate debts and liabilities, any remaining capital or assets shall be distributed to the Shareholders proportionally based on their respective Voting Power and Class Share Weights.

Signed: Hoogvlieger007

Date: August 2, 2026