Certificate of Incorporation

ArchstoneBanking

August 15, 2026

CERTIFICATE OF INCORPORATION
ArchstoneBanking

ARTICLE I – NAME, OFFICE, PURPOSE, AND TERM

1.1 Name

The name of the Company is **ArchstoneBanking**, referred to in this Certificate and governing Agreement as the "Company."

1.2 Plugin Name

The In-Game/Plugin name of this Company is **ArchstoneBanking**.

1.3 Registered Office

The registered office of the Company shall be:

C617, Commonwealth of Redmont

1.4 Purpose

The Company is organized to safeguard and loan out money.

1.5 Compliance

All Company activities shall be conducted subject to the laws of the Commonwealth of Redmont and any applicable licence, regulation, rule, or binding order.

1.6 Term

The Company shall continue until dissolved in accordance with this Agreement or applicable law.

ARTICLE II – SHAREHOLDERS, OWNERSHIP, AND CAPITAL CONTRIBUTIONS

2.1 Shareholders and Ownership

The Shareholders, their respective shareholdings, dividend rights, and voting rights are recorded below:

Holder	Archelit Shares	Class B Shares	Class C Shares	Dividend Rights	Voting Rights
Archelit	1	58	174,000	29.5%	50.2353%
unalign	—	120	360,000	30.0%	21.1765%
Fr4gment3d	—	104	312,000	26.0%	18.3529%
LIBERTY_1725835	—	40	120,000	10.0%	7.0588%
.Mailliwoail	—	4	12,000	1.0%	0.7059%
MrTheTanTan	—	4	12,000	1.0%	0.7059%
Ezek1	—	4	12,000	1.0%	0.7059%
.TinolangSabaw	—	4	12,000	1.0%	0.7059%
ZJ100	—	2	6,000	0.5%	0.3529%
Total	**1**	**340**	**1,020,000**	**100.0%**	**100.0%**

2.2 Capital Contributions

Capital contributions, if any, shall be recorded in the Company records and maintained separately from the ownership, dividend, and voting rights stated in this Agreement.

2.3 Additional Contributions

No Shareholder shall be required to make an additional capital contribution unless all Shareholders approve it in writing. An additional contribution shall not change ownership or voting power unless this Agreement is formally amended in writing.

2.4 No Unauthorized Withdrawal

A Shareholder may not withdraw Company capital except through an approved distribution, repayment, transfer, buyout, or winding up under this Agreement.

ARTICLE III – SHAREHOLDER GOVERNANCE AND DECISION-MAKING

3.1 Voting Rights

Each Shareholder holds voting rights according to the voting allocation recorded in Section 2.1 and any valid written amendment to this Agreement.

The Archelit Shareholder holds the superior, tie-breaking, and deciding vote where such authority is provided by this Agreement.

3.2 Approval Standard

Every matter submitted for Shareholder approval requires the affirmative approval of all Shareholders unless a later written amendment validly establishes a different voting structure.

3.3 Written Decisions

A Shareholder decision may be made through a unanimous written resolution without a meeting. A retained direct message, in-game message, email, signed document, Company record, or other reliable written platform may evidence approval.

3.4 Deadlock

If the Shareholders disagree or a vote is tied, the proposed action shall not proceed and the existing position shall remain unchanged until the required approval is obtained.

ARTICLE IV – CHIEF EXECUTIVE OFFICER

4.1 Appointment

Markaij is appointed as the hired Chief Executive Officer of the Company, referred to in this Agreement as the "CEO." The CEO is an employee and executive officer, and receives no ownership interest or voting power solely by holding that position, unless stated otherwise.

4.2 Operational Authority

Subject to this Agreement and any unanimously approved Shareholder policy, the CEO has full authority over the day-to-day management, banking operations, personnel, customer and client matters, Company accounts, deposits, withdrawals, loans, transfers, payment processing, investments, contracts, business advisory services, bookkeeping services, systems, property, and ordinary affairs of the Company.

4.3 Contracts and Representation

The CEO may execute contracts, open and control operational accounts, approve banking products and transactions, employ or dismiss personnel, appoint officers or agents, acquire or dispose of Company property in the ordinary course, represent the Company, and take any reasonable action necessary to operate the Company.

4.4 Delegation

The CEO may delegate operational authority to officers, employees, advisers, bookkeepers, contractors, or agents. A delegation may be limited or revoked and does not transfer ownership or Shareholder voting power.

4.5 Reserved Matters

The CEO may not, without unanimous written Shareholder approval:

- Amend this Agreement;
- Change ownership or voting rights;

- Admit a new Shareholder;
- Authorize a transfer of shares;
- Require additional Shareholder capital;
- Approve a distribution to Shareholders;
- Sell substantially all Company assets outside the ordinary course; or
- Dissolve the Company.

4.6 Removal or Replacement

The CEO may be removed, suspended, or replaced only by the majority written approval of Shareholders. The Shareholders may appoint an interim or replacement CEO through the same approval process.

4.7 Separate Employment Terms

Compensation, performance expectations, confidentiality duties, termination notice, and other employment terms may be stated in a separate written CEO or employment agreement. Any such agreement supplements this document and may not alter ownership or voting rights.

ARTICLE V – DUTIES, CONDUCT, AND COMPANY PROTECTION

5.1 CEO Duties

The CEO shall manage and develop the Company, protect Company and client property, maintain reasonable banking and financial records, supervise personnel, comply with approved policies, act honestly toward the Company, and exercise authority in the Company's interests.

5.2 Conflicts and Company Opportunities

The CEO, officers, employees, contractors, and agents shall disclose any material personal interest in a proposed Company transaction and shall not misuse Company information, assets, funds, accounts, clients, or opportunities for personal benefit.

5.3 Confidentiality

Non-public client information, account records, transaction data, loan information, investment activity, business advice, bookkeeping records, internal policies, security information, and operational data shall be confidential except where disclosure is authorized or required by law.

5.4 Internal Controls

The CEO may establish risk controls, lending policies, deposit procedures, approval limits, accounting practices, bookkeeping procedures, recordkeeping standards, security controls, and other operational rules, subject to any unanimously approved Shareholder direction.

5.5 Company Property

All funds, accounts, receivables, records, systems, intellectual property, contracts, and other assets acquired in the Company's name are Company property and shall be kept separate from the personal

property of the Shareholders and CEO.

ARTICLE VI – PROFITS, LOSSES, AND DISTRIBUTIONS

6.1 Allocation

All Company profits, gains, losses, deductions, and other economic results shall be allocated to Shareholders according to their dividend rights and applicable law, subject to the separate legal identity of the Company.

6.2 Distributions

Available profits shall be distributed between the Shareholders according to their dividend rights, after payment or provision for client obligations, deposits, loans, payroll, expenses, taxes, reserves, regulatory obligations, operational capital, and other Company liabilities.

The timing and amount of every distribution requires unanimous written Shareholder approval.

6.3 Preferential Distribution

The order of distribution, dividend, repayment, or return to Shareholders is as follows:

1. Archelit Shareholder;
2. Class B Shareholders;
3. Class C Shareholders.

This order may not be changed unless the majority of Shareholders approve it in writing.

6.4 CEO Compensation

The CEO may receive salary, bonuses, commissions, or other compensation under a separate written arrangement. Compensation does not create an ownership interest or right to Shareholder distributions.

ARTICLE VII – TRANSFERS AND NEW SHAREHOLDERS

7.1 Restriction on Transfer

A Shareholder may not sell, assign, pledge, gift, or otherwise transfer any part of a Company ownership interest without having offered their shares to other Shareholders.

7.2 Formal Written Amendment

Every approved transfer must be documented by a formal written instrument and an amendment to this Agreement stating:

- The interest transferred;
- The transferee;
- The effective date;
- The revised ownership interests; and
- The revised voting power.

7.3 Voting After Ownership Changes

After a valid transfer or admission, Company decisions shall be determined by the voting power recorded in the written amendment. The amendment may provide voting power in proportion to ownership or establish another unanimously approved allocation.

7.4 Unauthorized Transfers

A purported transfer made without compliance with this Article is ineffective against the Company and does not give the transferee voting, management, information, or representative authority.

7.5 Share Classes

The Company has the following authorized and issued share classes:

Share Class	Total Shares	Total Dividend Pool	Dividend per Share	Total Voting Pool	Voting per Share
Archelit Share	1	15%	15%	40%	40%
Class B	340	42.5%	0.125%	60%	0.176470588%
Class C	1,020,000	42.5%	0.0000416667%	0%	0%
Total	—	**100%**	—	**100%**	—

7.6 Archelit Share

The Company has one Archelit Share. The Shareholder holding this share shall be named in this document as the **"Archelit Shareholder."**

The Archelit Share carries 15% of the total dividend pool and 40% of the total voting pool.

7.7 Class B Shares

The Company has 340 Class B shares. Each Class B share carries 0.125% of the total dividend pool and 0.176470588% of the total voting pool.

7.8 Class C Shares

The Company has 1,020,000 Class C shares. Each Class C share carries 0.0000416667% of the total dividend pool and no voting power.

7.9 Veto Power

The Archelit Shareholder, as well as the Shareholder holding the highest percentage of ownership next to the Archelit Shareholder, hold the power to issue a veto against any decision made by any Company employee, including the CEO, or the majority of Shareholders.

ARTICLE VIII – SHOTGUN CLAUSE

8.1 Offer

Any Shareholder ("Shareholder A") may offer any other Shareholder ("Shareholder B") a price per share to buy the other's shares. Shareholder B must answer according to Sections 8.3 or 8.4.

8.2 Equal Ground

Shareholders cannot trigger Article VIII to buy any shares of a class they do not own.

8.3 Acceptance

Should Shareholder B accept the transaction defined in Section 8.1, they must sell their shares for the price per share offered by Shareholder A.

8.4 Denial

Should Shareholder B deny the transaction as defined in Section 8.1, they are required to buy Shareholder A's shares for the price per share offered by Shareholder A.

8.5 Time Limitation

Should Shareholder B not reply to the offer within **48 hours**, Shareholder A is legally entitled to seize the shares in return for the price per share offered.

ARTICLE IX – BYLAWS, RECORDS, AND INFORMATION

9.1 Bylaws and Policies

The Shareholders may unanimously adopt bylaws, banking policies, lending procedures, accounting rules, bookkeeping standards, employment rules, security controls, and other internal governance documents. Such documents supplement this Agreement and are void to the extent they conflict with it.

9.2 Company Records

The Company shall maintain reasonable records of ownership, capital contributions, Shareholder decisions, deposits, loans, client funds, income, expenses, distributions, contracts, transfers, investments, advice, bookkeeping work, staffing, delegations, and amendments.

9.3 Shareholder Access

Each Shareholder is entitled to reasonable access to Company records and material information, subject to client confidentiality, applicable law, and reasonable security controls.

9.4 Written Communications

A notice, approval, direction, or resolution may be delivered through any written platform capable of being retained as evidence, including an in-game message, forum message, direct message, email, signed document, or Company record.

ARTICLE X – AMENDMENTS

10.1 Unanimous Approval

This Certificate of Incorporation and governing Agreement may be amended only through the unanimous written approval of all Shareholders holding voting power at the time of the amendment.

10.2 Form of Amendment

Every amendment must identify the provision being changed, state the replacement wording or legal effect, and be retained with the Company records. No oral amendment is effective.

10.3 Filed Information

Where an amendment changes information required to be filed or registered, the CEO or another authorized person shall cause the appropriate filing or update to be made.

ARTICLE XI – DISSOLUTION AND WINDING UP

11.1 Dissolution

The Company may be dissolved only through the unanimous written approval of all Shareholders or when dissolution is otherwise required by applicable law or a binding order.

11.2 Winding Up

Upon dissolution, the CEO or another unanimously authorized person shall cease new business where appropriate, protect and return client funds, collect Company property, settle or provide for liabilities, close or transfer accounts and contracts, preserve necessary records, and wind up the Company's affairs.

11.3 Order of Distribution

After payment or provision for client claims, deposits, Company debts, liabilities, taxes, expenses, and other obligations, remaining assets shall be applied to amounts properly owed to the Shareholders, subject to any valid ownership amendment in effect at dissolution.

11.4 Final Filings

The authorized person shall submit any required dissolution, cancellation, or closing documents and shall take reasonable steps to terminate the Company's operations.

ARTICLE XII – LIABILITY AND GENERAL PROVISIONS

12.1 Limited Liability

The Shareholders shall enjoy limited liability to the fullest extent permitted by applicable law. No Shareholder is personally liable for a Company obligation solely by reason of ownership or voting rights, and the CEO is not personally liable solely by reason of holding office.

12.2 Separate Legal Entity

Company property and obligations are separate from the personal property and obligations of the Shareholders and CEO, except where applicable law or a binding determination provides otherwise.

12.3 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Redmont and any binding rules applicable to the Company and its banking, financial, advisory, and bookkeeping activities.

12.4 Entire Agreement

This document and any valid supplemental agreement expressly permitted by it constitute the governing agreement concerning ownership, voting, executive authority, and Company operations.

12.5 Priority

If a bylaw, policy, CEO agreement, employment agreement, delegation, or other internal document conflicts with this Agreement, this Agreement controls unless it has been validly amended by the Shareholders.

12.6 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent possible.

12.7 Counterparts and Electronic Signatures

This Agreement may be signed in counterparts and through electronic or in-game signatures accepted by the parties. All counterparts together form one document.

ARTICLE XIII – EXECUTION

13.1 Effective Date

This Agreement takes effect on August 15, 2026.

13.2 Shareholder Execution

By signing below, the Shareholders approve this Certificate and Agreement, confirm their ownership and capital contributions, and appoint Markaij as CEO on the terms stated above.