

GlobalGroup Certificate of Incorporation

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The undersigned incorporators, being a natural person of the Commonwealth of Redmont, pursuant to the Legal Entity Act and all applicable laws of the Commonwealth of Redmont, does hereby adopt the following Certificate of Incorporation for **GLOBALGROUP** (hereinafter the "Corporation"). Unless a contrary intention is expressed herein, the Corporation shall have perpetual existence in accordance with the Legal Entity Act Part IV:

1. Ownership and Equity Distribution

(a) The Corporation is initially authorized to issue a total of FIVE HUNDRED (500) Class A Voting-shares with a par value of 1 REDMONT DOLLAR per share. Each Class A Voting-share entitles the holder to 1 vote on all matters submitted to a vote of the Shareholders.

(b) Upon Incorporation, the FIVE HUNDRED Class A Voting-shares shall be issued as following:

Shareholder	**Amount of shares**
Culls	62
dearev	325
Sam07x	62
Pepecuu	21
Plura72	19
Noobly20932	9
AboundedComet	2

(c) The Corporation is initially authorized to issue a total of SIXTY THOUSAND (60,000) Class B Common Shares with a par value of 0.01 REDMONT DOLLARS per share. Each Class B Common Share entitles the holder to 0 vote on all matters submitted to a vote of the Shareholders.

(d) Upon Incorporation, the SIXTY THOUSAND Class B Common Shares shall be issued as following:

Shareholder	**Amount of shares**
Redmont Trust Services	60,000

2. Management and Decision-Making

(a) The business and affairs of the Corporation shall be managed by the Board of Directors which shall have the authority to appoint Officers to manage day to day operations.

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(b) In accordance with the Legal Entity Act (LEA) Part III § 6 (1), the provisions of this Agreement shall supersede the procedures outlined in the LEA Part III § 6 wherever they conflict.
(c) For any shareholder vote, a quorum shall consist of Shareholders representing at least fifty (50) % of the total voting-class shares of the Corporation.
(d) In the case that any one shareholder holds enough shares to where their vote is required for a shareholder vote to pass, an exception shall be made, allowing it to pass if it is approved by all other shareholders.

3. Roles and Responsibilities

(a) The Shareholders' responsibilities include providing capital, electing and removing directors, and voting on matters that require Shareholder approval as outlined in this Agreement.
(b) The Board of Directors is in charge of strategic direction making, oversight of management, and major corporate decisions. It is responsible for appointing officers, making financial decisions and ensuring the Corporation operates in the best interests of all Shareholders.
(c) Officers appointed by the Board are responsible for the daily management of the Corporation and execution of the Corporation's business strategies. Initially the officers shall be:

Name	**Position**
Culls B. Ashley (Culls)	Chief Executive Officer
Dearev Silva (dearev)	Chief Operating Officer
Gribble19	Chief Financial Officer
Madison J. Lemonsnout (MJL_)	Chief Legal Officer
Plura B. Glasshouse (Plura77)	Chief Marketing Officer

4. Transfer of Shares

(a) Shareholders may transfer or sell their shares in accordance with the terms of this Agreement.
(b) Shareholders must endeavour to inform the Board of Directors of any transfer of their shares within one (1) day of the transfer occurring.
(c) For evaluation, the price of such shares shall be determined by mutual agreement based on fair market value or if an agreement cannot be reached, by an independent appraiser appointed by the Board of Directors.

5. Dividends and Distributions

(a) The Board of Directors has the sole discretion to declare, determine and distribute

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dividends based on the Corporation's financial performance, capital needs and profitability. All distributions shall be made pro-rata among Shareholders based on their respective share Ownership.

6. Dispute Resolution

(a) Any dispute arising from this Agreement shall first be addressed via good faith negotiation between the parties. If a resolution is not reached within seven (7) days, the parties to the may bring the matter before the competent courts of the Commonwealth of Redmont.
(b) The Corporation may adopt bylaws consistent with the Agreement, in the event of any conflict, the Agreement will prevail.

7. Exit Strategies

(a) In the event of the death or permanent incapacitation of a Shareholder or their stated desire to fully divest from the Corporation, the remaining Shareholders shall have the right to purchase all of the Shareholder's shares at an appropriately valuated price.

8. Confidentiality

(a) All Shareholders agree to maintain the confidentiality of the Corporation's proprietary information, financial data, and business strategies. They shall not disclose such information to any third party without the prior written consent of the Board.
9. Financing Arrangements
(a) The Corporation may secure funding at the Board of Directors' discretion through debt, equity or other means.
(b) Issuance of further equity must comply with the pre-emptive rights of Shareholders and required approval.

10. Parties

(a) This Certificate of Incorporation and Shareholder Agreement is entered into by the Company and all of its Shareholders upon incorporation; it shall bind all of its parties.
(b) The parties upon incorporation shall be:
(i) The Company, "Globalgroup Corporation", in-game business plugin name "Globalgroup".
(c) Any person who acquires shares and therefore becomes a Shareholder shall, as a consequence, enter into this agreement.

11. Board of Directors

(a) The Board of Directors shall oversee the governance and strategic direction of the

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Corporation.
(b) Initially, the Board shall consist of: Culls, dearev, Gribble19, AboundedComet, Sam07x, Noobly20932.
(c) Any new directors shall be elected by a majority vote of the shareholders.
(d) There shall only ever be, at most, seven (7) board members at one time (including the Chairman and Deputy Chairman).
(i) If members are to be removed to fulfil this limit, a vote shall be held by the shareholders in the format of STV, where the least preferential members are removed until the limit is met.
(e) All amendments to this Agreement must be adopted first by the Board of Directors with a simple majority vote and submitted to the Shareholders.

12. Reserved Matters

(a) All matters regarding the dissolution of this Corporation or other duties must be approved unanimously by all the Shareholders with Voting Power.
(b) The following matters shall require approval of Shareholders holding at least two thirds (2/3) of total voting shares:
(i) Amending the Certificate of Incorporation or this Shareholder Agreement.
(ii) Entering into a merger, consolidation or acquisition.
(iii) Appointment or removal of the Chief Executive Officer.
(iv) Sale, lease or disposal of substantially all of the Company's assets.
(iiv) The voluntary dissolution or liquidation of the Company.
(c) The following matters shall require approval of all Shareholders regardless of voting power:
(i) Increasing or decreasing the current amount of share numbers.
(ii) Changing par value of shares.
(iii) Changes to shareholder powers.

13. Dissolution of the Corporation

(a) A dissolution of the Corporation shall be initiated by a resolution advising dissolution by a majority vote of the board of directors.
(i) Such a resolution shall be posted in the company docket.
(ii) This resolution requires approval through a Shareholder Resolution, requiring a majority of at least two thirds (2/3) of total voting shares.
(iii) This Shareholder Resolution must be posted to the company docket.
(b) Upon approval of the dissolution the company shall begin winding down under the management of the Board of Directors.
(i) The dissolution shall be announced by the DOC, requesting creditors and other relevant parties to come forward within fourteen (14) days.
(ii) Winding up shall include:
1. Ending all contracts.

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2. Paying all creditors all debts and obligations.
3. Ending all lawsuits.
4. Distributing remaining assets in accordance with Section 13 (b)(iii) of this Agreement.
(iii) After all external obligations have been met, the remaining assets shall be distributed to the Shareholders pro-rata by voting power.
13. Shareholder Information and Meetings
(a) All Shareholders have the right to inspect the Corporation's records and transactions. Further information may be granted at a reasonable written request to the Board of Directors.
(b) Meetings of the Shareholders shall occur every two (2) months. The Board of Directors or Shareholders holding at least twenty-five (25) % of the voting shares may call for a special meeting with one (1) week's notice.

14. Corporation Purpose and Nature

(a) The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the Laws of Redmont.
(b) The Corporation is established as a parent holding company, intended to own, manage and provide strategic direction to its subsidiary entities and to pursue other investment and business opportunities.

15. Execution and Attestation

The undersigned, being the incorporators of **GLOBALGROUP**, hereby execute this Certificate of Incorporation and declare that the facts stated in herein are true and correct to the best of their knowledge.

Incorporators:

Name: **Culls B. Ashley (Culls)**
Role: Incorporator / Director / CEO

Signature:



Name: **Dearev Silva (dearev)**
Role: Incorporator / Director / COO

Signature:



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FOR DEPARTMENT OF COMMERCE USE ONLY

Under the Legal Entity Act of the Commonwealth of Redmont, upon approval by the Department of Commerce, GLOBALGROUP shall be duly incorporated and recognized as a legal entity.

Date of Filing: _____	DOC Officer: _____
File Number: _____	Signature: _____

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