# LEVANIKO CORPORATION

## SHAREHOLDER AGREEMENT

*Dual-Class Common Stock Structure*

This Shareholder Agreement (this "Agreement") governs the ownership and control of Levaniko Corporation (the "Corporation"), a corporation registered with the DemocracyCraft Department of Commerce. It is entered into by the Founder and by each person who acquires shares of the Corporation (each, a "Shareholder"). By acquiring or holding shares, every Shareholder agrees to be bound by these terms.

### 1. Founder

The "Founder" is Nexalin (in-game name), the incorporator and holder of the Class A Common stock.

### 2. Capital Structure

The Corporation has 200,000 authorized shares of common stock, each with a par value of $0.01 per share, in two classes:

- **Class A Common (super-voting):** 150,000 shares, ten (10) votes each, $0.01 par value, held by the Founder.
- **Class B Common (ordinary):** 50,000 shares, one (1) vote each, $0.01 par value, reserved for issuance to partners, investors, employees, or other parties.

On registration, the Founder holds 150,000 Class A shares (75% of all equity). The 50,000 Class B shares are held in reserve and remain unissued until issued in accordance with Section 5.

### 3. Economic Equality of Classes

Class A and Class B shares are economically identical. Every share, regardless of class, is entitled to the same dividends and distributions per share, and to the same proceeds per share on any sale, merger, dissolution, or liquidation of the Corporation. The only difference between the classes is voting power.

### 4. Voting and Control

On any matter submitted to shareholders, Class A and Class B vote together as a single group. Each Class A share carries ten votes; each Class B share carries one vote. Because the Founder holds 150,000 Class A shares (1,500,000 votes), the Founder controls a majority of the Corporation's total voting power even if every Class B share is issued and voted against the Founder's position.

*Illustration: If all 50,000 Class B shares are issued, total voting power is 1,500,000 (Class A) + 50,000 (Class B) = 1,550,000 votes. The Founder controls approximately 96.8% of votes while holding 75% of the equity.*

### 5. Issuance of New Shares (Anti-Dilution Control)

No shares of any class may be issued, sold, granted, or otherwise transferred from the Corporation to any person without the prior written approval of the Founder (or, after any transfer of Class A, the holders of a majority of Class A shares). This includes the reserved Class B shares and any future increase in authorized shares. This provision is the Corporation's principal protection against dilution and may not be amended or waived without Founder approval.

## 6. Transfer and Conversion of Class A

Class A shares are personal to the Founder and carry their super-voting power only while held by the Founder. If any Class A share is sold, transferred, gifted, or otherwise assigned to another person, that share automatically converts into one Class B share of equal economic value at the moment of transfer. The result is that control cannot be bought, inherited by transfer, or seized — it remains with the Founder personally.

## 7. Transfer of Class B

Class B shares may be transferred subject to (a) any right of first refusal the Founder elects to exercise, and (b) the transferee agreeing in writing to be bound by this Agreement. The Founder may decline to recognize a transfer made to a party that has not accepted this Agreement.

## 8. Board of Directors

The Corporation is managed by or under the direction of a Board of Directors, supported by officers appointed by the Board.

- **Composition and size:** The Board shall consist of between one (1) and five (5) directors. The initial Board consists of one (1) director, the Founder (Nexalin), who serves as sole director until additional directors are appointed.
- **Election and removal:** Directors are elected and removed by a vote of the shareholders. For so long as the Founder holds a majority of the voting power, the Founder controls the appointment and removal of a majority of the Board and may set the Board's size within the range above.
- **Term:** Each director serves until they resign, are removed, become inactive, or are replaced.
- **Meetings:** The Board meets as needed, in-game or via the Corporation's Discord. Meetings may be called by any director on reasonable notice (not less than 48 hours, waivable by unanimous consent). Directors may act without a meeting by unanimous written agreement.
- **Officers:** The Board appoints officers, including a Chief Executive Officer. The Founder serves as Chief Executive Officer unless the Founder elects otherwise. Day-to-day decisions are delegated to the officers; the matters in Section 11 are reserved.

## 9. Quorum, Voting, and Abstentions

A quorum for any meeting of the Board is a majority of the directors then in office (where there is a sole director, that director constitutes a quorum). A quorum for any shareholder vote is the holders of a majority of the total voting power, present in person or by proxy. Action is approved if it receives more votes in favor than against among those voting. Abstentions are not counted as votes for or against and do not affect the outcome, but a member who abstains still counts toward quorum. In the event of a tie, the matter fails unless the Founder exercises a casting vote.

## 10. Shareholder Information, Meetings, and Notice

- **Information rights:** Each Shareholder may, on reasonable request and for a proper purpose, inspect the Corporation's share register, its governing documents, and a summary of its financial position. The Corporation may decline requests that are abusive, repetitive, or that would expose competitively sensitive operational details.
- **Meetings:** Shareholder meetings may be called by the Founder or by holders of at least 25% of the voting power. Meetings are held in-game or via the Corporation's Discord.
- **Notice:** Shareholders shall receive reasonable notice of any meeting — not less than 72 hours — stating the date, time, place or channel, and matters to be considered. Notice may be

given via Discord or forum message. Notice may be waived by a Shareholder in writing or by attendance.

## 11. Reserved Matters (Founder Approval Required)

Notwithstanding any other provision, the following actions require the Founder's prior approval for so long as the Founder holds a majority of the voting power:

- Issuing, creating, or authorizing any new shares or class of shares;
- Selling, dissolving, merging, or winding up the Corporation;
- Amending this Agreement or the Certificate of Incorporation;
- Taking on debt or material financial obligations on behalf of the Corporation;
- Appointing or removing directors or officers;
- Distributing dividends or other distributions to shareholders.

## 12. Financing and Capital Raising

The Corporation may raise capital and secure funding through any lawful method permitted by server rules, including: (a) loans or lines of credit from players, banks, or other institutions; (b) investment in exchange for Class B shares, issued in accordance with Section 5; (c) bonds or other debt instruments; and (d) reinvested earnings. Any financing that creates debt or material financial obligations, or that involves issuing shares, is a reserved matter under Section 11 and requires Founder approval. The Corporation shall keep a record of material financing arrangements.

## 13. Transfers and Exit Strategies

The following govern a Shareholder's exit from the Corporation:

- **Class B voluntary sale / right of first refusal:** A Class B Shareholder wishing to sell must first offer the shares to the Corporation and then to the Founder on the same terms. The Founder (or Corporation) has 14 days to accept. If declined, the shares may be sold to a third party who agrees in writing to be bound by this Agreement.
- **Tag-along rights:** If the Founder agrees to sell a controlling interest to a third party, each Class B Shareholder has the right to join the sale and sell their shares on the same per-share terms, pro rata.
- **Drag-along rights:** If the Founder approves a sale of the Corporation, the Founder may require all other Shareholders to sell their shares on the same per-share terms, so a single buyer can acquire the whole company.
- **Class A transfer:** As stated in Section 6, any Class A share transferred to another person converts automatically into one Class B share. Control cannot be sold or assigned.
- **Inactivity or incapacity:** If a Shareholder becomes inactive on the server for a prolonged period or is otherwise unable to act, the Corporation may treat their shares as non-voting for quorum purposes until they return. If the Founder becomes inactive, the Board (or, if none, the largest Class B holder) may manage ordinary operations on a caretaker basis, but may not take reserved-matter actions, sell the Corporation, or issue shares, until the Founder returns or formally transfers control.

## 14. Dividends and Distributions

Dividends and distributions, if any, are declared at the discretion of the Founder (acting through the Board) and paid equally on a per-share basis across both classes. No Shareholder has a guaranteed right to a distribution.

## 15. Dissolution and Winding Up

The Corporation may be dissolved with Founder approval (a reserved matter under Section 11) and subject to any Department of Commerce process. On dissolution, the person winding up the Corporation shall apply its assets in the following order:

- First, pay or provide for all debts, liabilities, and obligations of the Corporation, including amounts owed to creditors and lenders;
- Second, set aside a reasonable reserve for any contingent, conditional, or unforeseen liabilities;
- Third, distribute the remaining assets to Shareholders pro rata on a per-share basis, equally across Class A and Class B.

Once assets are distributed and the winding up is complete, the Corporation shall file for dissolution with the Department of Commerce and cease operations.

## 16. Server Rules Prevail

This Agreement operates within the rules of the DemocracyCraft server and the Department of Commerce. Where any term of this Agreement conflicts with server rules or Department of Commerce requirements, the server rules and Department requirements prevail, and the remaining terms continue in effect.

## 17. Dispute Resolution

Disputes arising under this Agreement shall first be raised with the Founder for good-faith resolution. Where a dispute cannot be resolved between the parties, it may be referred to the appropriate DemocracyCraft governance or Department of Commerce process for determination.

## 18. Entire Agreement

This Agreement, together with the Certificate of Incorporation, constitutes the entire agreement regarding the ownership and control of the Corporation and supersedes any prior understanding. It may be amended only in accordance with Sections 5 and 11.

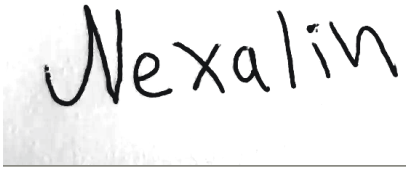
### Agreed and accepted:

**FOUNDER — Class A Holder**

Name (IGN): Nexalin

Discord: https://discord.gg/MT2WUc9cec

Signature:




Nexalin

Date: June 24, 2026

**SHAREHOLDER — Class B Holder**

Name (IGN): _____

Shares acquired: _____ Forums / Discord: _____

Signature: _____ Date: _____