# CERTIFICATE OF INCORPORATION
# Phetora Estate

## ARTICLE I - NAME, OFFICE, PURPOSE, AND TERM

**1.1 Name.** The name of the Company is **Phetora Estate** referred to in this Certificate and governing Agreement as the "Company."

**1.2 Plugin name.** The In-Game/Plugin name of this company is **PhetoraEstate.**

**1.3 Registered Office.** The registered office of the Company shall be **C154**, Commonwealth of Redmont.

**1.4 Purpose.** The Company is organized to **sell real estate.**

**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 and their respective capital contributions, ownership interests, and voting power are recorded below:

| **Incorporator** | **Capital Contribution** | **Share %** | **Voting Power** |
|---|---|---|---|
| **Phetski** | **$1,000 DCC** | **100%** | **100%** |

**2.3 Additional Contributions**. No Shareholder shall be required to make an additional capital contribution unless both 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 **Phetski** holds **100%** of voting rights. There is no superior/ tie breaking or deciding vote.

**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. All Shareholder decisions require majority approval.

**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. Phetski** 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, not a Shareholder, 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 unanimous 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 **100%** to **Phetski**, subject to applicable law and the separate legal identity of the Company.

**6.2 Distributions.** Available profits shall be distributed between the Shareholders according to shares owned; 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 require unanimous written Shareholder approval.

**6.3 No Preferential Distribution.** Neither Shareholder is entitled to a preferential distribution, dividend, repayment, or return solely because of title, management involvement, or additional work unless both 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 the prior written permission of the 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 Admission of New Shareholders.** No person or entity may be admitted as a new Shareholder without the majority written approval of all existing Shareholders and execution of a written agreement to be bound by this Agreement.

**7.4 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.

**7.5 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.

**7.6 Class B Shares.** 1 class B share is equivalent to **0.08% of Company ownership**. Class B shares do **not hold any voting power**. The Company has 500 class B shares.

**7.7 Class A Shares.** 1 class A share is equivalent to **3% of Company ownership** as well as **5% of voting power.** The Company has 20 class A shares.

## ARTICLE VIII - BYLAWS, RECORDS, AND INFORMATION

**8.1 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.

**8.2 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.

**8.3 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.

**8.4 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 IX - AMENDMENTS

**9.1 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.

**9.2 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.

**9.3 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 X - DISSOLUTION AND WINDING UP

**10.1 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.

**10.2 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.
**10.3 Order of Distribution.** After payment or provision for client claims, deposits, Company debts, liabilities, taxes, expenses, and other obligations, remaining assets shall first be applied to amounts properly owed to the Shareholders and then distributed
**100%** to **Phetski**, subject to any valid ownership amendment in effect at dissolution.
**10.4 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 XI - LIABILITY AND GENERAL PROVISIONS

**11.1 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.
**11.2 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.
**11.3 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.
**11.4 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.
**11.5 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.
**11.6 Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent possible.

**11.7 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 XII - EXECUTION

**12.1 Effective Date.** This Agreement takes effect on **8/14/2026**

**12.2 Shareholder Execution.** By signing below, **Phetski** approves this Certificate and Agreement, confirm their respective ownership and capital contributions, and appoint **Phetski** as CEO on the terms stated above.

Signatur, der kan genoprettes

X Phetski

Phetski
CEO of Phetora Estate
Signeret af: trust_fb8091c0-92fe-46e4-8c82-5cacbe3ad6a5