Date: October 5th, 2025

Parties: RiggoSoft (“Riggo”), Royal Bank of Redmont (“Bank”), vac1, AboundedComet(“AC”), Maxib02, ILatteralus
Owners & Shareholders: RiggoSoft ("Riggo") & vac1, AboundedComet (“AC”), Maxib02, ILatteralus
Entity: Royal Bank of Redmont, operating in the Commonwealth of Redmont

1. Purpose & Definitions

1.1 Purpose. This Agreement sets out ownership, governance, management and procedural rules for Royal Bank of Redmont in game firm **RoyalBankofRedmont**.

1.2 Definitions.

- **Shares:** The company is authorized to issue 1,000 total class A shares unless amended per Article 7. Riggo currently holds 67% of all class A shares while the remaining 33% of all class A shares will be held as treasury stock by the bank.

  The company is authorized to issue 50,000 total class B shares unless amended per Article 7. Riggo currently holds 35% of all class B shares, AC currently holds 10% of all class B shares, vac1 currently holds 10% of all class B shares, Maxib02 currently holds 10% of all class B shares, ILatteralus holds 10% of all class B shares, and the remaining 25% of all class B shares are held as treasury stock by the bank.

- **Board:** The Board of Directors (the "Board") that governs high-level policy and hires/fires the CEO and officers.

- **CEO / Officers:** The chief executive officer **appointed by the Board** and other officers **appointed by the CEO** who handle day-to-day operations.

- **Assets:** All currency, items, chests, vault contents, land, and other property under the company's control.

- **Legal Reasoning:** A written explanation of cause for hiring/firing or override actions (examples: breach of this Agreement, misuse of company assets, fraud, repeated negligence, violation of Server rules or the company’s policies).

2. Capitalization & Shares

2.1 Issued Shares. There are 1,000 total class A issued shares, 67% of all class A shares (670 shares) are held by Riggo while the remaining 33% of all class A shares (330 shares) are held by the bank as treasury stock.

There are 50,000 total class B issued shares, 35% of all class B shares (17,500 shares) are held by **Riggo**, 10% of all class B shares (5,000) are held by **AC**, 10% of all class B shares (5,000) are held by **vac1**,10% of all class B shares (5,000) are held by **Maxib02**, 10% of all class B shares (5,000) are held by **llatteralus**, and 25% of all class B shares (12,500) are held by **the bank as treasury stock**.

2.1.1 Capital Contribution Riggo will contribute $1 per class A share held by them and the remaining 33% held as treasury stock for a total of a $1,000 contribution for class A shares sent to the in-game firm **RoyalBankofRedmont**. Riggo, AC, vac1, Maxib02, lLatteralus will each contribute $0.01 per class B share held by them and the remaining 25% of class B shares held as treasury stock will be paid for by Riggo for a total contribution from all contributors of $500 for the class B shares, the contribution will be sent to the in-game firm **RoyalBankofRedmont**.

2.2 Future Issuance. The company may issue additional shares only with Board approval and majority shareholder approval and in accordance with this Agreement (see Article 7).

2.3 Share Certificates & Ledger. The company will maintain a shareholder register (in-game ledger or server document) showing each shareholder, share count, and transfer history.

3. Voting & Meetings

3.1 Voting. Each class A share entitles the holder to one vote on shareholder matters. Class B shares do not have any voting rights.

3.2 Shareholder Meetings. Meetings may be held in-game, on voice/text channels, or through whatever medium is chosen. The Controlling Shareholder or the Board of Directors may call special meetings.

3.3 Board Meetings & Quorum. The Board will meet at least yearly. A quorum for Board business is a majority of the sitting Board members.

4. Board of Directors — Composition & Powers

4.1 Size & Appointment. The Board shall consist of **5 members**. The owners will appoint the initial Board. Thereafter the Board composition may be changed by Board resolution and in accordance with this Agreement or a shareholder vote.

4.2 Board Powers (summary). The Board is responsible for:

- Setting company policy and major operational limits.
- Hiring, setting compensation for, supervising, and removing the CEO.
- Overriding decisions made by the CEO or any officer by a majority vote of the Board (override must be recorded in writing).
- Approving issuance or transfer of shares (see Article 7), large loans, or other major commitments above thresholds determined by the Board.

4.3 Board Override of CEO. The Board may override any decision of the CEO by a majority vote of the Board. Overrides must be recorded and provide legal reasoning when removal or material sanction of personnel follows.

4.4 Removal & Replacement. The board may remove officers (including the CEO) by a majority vote with documented legal reasoning. Vacancies are filled by Board appointment until the next formal appointment procedure decided by the Board.

4.5 Chairman of Board. The board members will elect a chairman to serve for one month and then may be reelected by his fellow board members. The chairman is allowed a veto on all board decisions except the following: removal of the chairman (assuming that 66% of the board has served on the board for a period equal to or longer than 1 month), limiting the chairman's veto powers, term limits, and election requirements for the position. Additionally the chairman also possesses the power of 1 vote on all board decisions.

5. CEO & Officers — Duties & Limits

5.1 CEO Appointment. The CEO is hired by and reports to the Board. The CEO manages day-to-day operations consistent with Board policy.

5.2 CEO Authority. The CEO may execute ordinary operational decisions. Any action outside of those limits requires prior Board approval.

5.3 Officer Removal & Discipline. Officers can be hired or fired by the Board. Any firing or major discipline must be accompanied by written legal reasoning and recorded in company records. A removed officer may receive a written notice of reasons.

6. Profits, Dividends & Financial Controls

6.1 Profit Retention. By default, the company profits are retained for growth, reserves, or company operations. No dividends are paid unless the Board approves a dividend distribution. The board may only approve up to 20% of all profits being distributed as dividends through a board vote. These dividends may only be paid to class B shares unless amended per Article 10 of the agreement.

6.2 Dividend Approval. Any dividend declaration requires Board approval and will be distributed pro rata to class B shareholders based on share ownership at the record date.

6.3 Financial Records & Audit. The company will maintain accurate ledgers of deposits, loans, expenses and inventory of Assets. The Board may order audits (internal or by a trusted third party / server staff) at any time.

7. Transfer, Issuance & Admission of New Shareholders

7.1 New Shareholders. New shares may be issued only with Board approval and majority of shareholder approval. Any new shareholder must sign (or accept) the current version of this Agreement.

7.2 Transfers. Transfer of shares can be done by any shareholder through a stock exchange or private sale. The selling party must notify the company so the company can issue a certificate of shares.

7.3 Right of Approval. The Board may establish a right of first refusal or other transfer controls by resolution if it deems necessary to protect company stability.

8. Records, Access & Confidentiality

8.1 Access. Shareholders and Board members have access to financial records on a reasonable basis. The Board may redact details for privacy/security but must maintain a complete underlying record.

8.2 Confidentiality. Company staff, officers, and Board members shall not reveal sensitive account or operational data outside authorized channels.

9. Dispute Resolution

9.1 Internal Resolution. Disputes between shareholders, officers, or players regarding company matters will first be handled by the Board. The Board's decision (properly recorded) is binding unless successfully appealed under this article.

10. Amendments

10.1 Amendment Threshold. This Agreement may be amended by (a) a Board resolution approving the proposed amendment AND (b) approval of shareholders holding at least **66% (two-thirds)** of outstanding shares, unless all shareholders otherwise consent.

10.2 Effect of Amendments. Any amendment that materially alters shareholder rights must be provided in writing to all shareholders and recorded.

11. Dissolution

11.1 How. The company may be dissolved by a Board resolution and the consent of shareholders holding a majority of the outstanding shares (or as required by applicable future Server rules).

11.2 Distribution. On dissolution, company Assets will be liquidated and distributed pro rata to shareholders after payment of company obligations, or otherwise disposed of as the Board and shareholders agree. All liabilities owed are those of the company and not those of the shareholders.

Management & Decision-Making

1. Governance Structure

The governance of the Company shall operate under the following structure:

(a) **Shareholders** shall have authority solely to appoint and remove members of the Board of Directors in accordance with this Agreement.

(b) The **Board of Directors** shall have full authority over strategic oversight, major corporate actions, and appointment and removal of executive officers.

(c) The **Chief Executive Officer (CEO)** shall be appointed and removed by majority vote of the Board of Directors.

(d) The CEO shall have full authority over the day-to-day operations of the Company, including but not limited to:

- Hiring and terminating officers and employees,
- Entering into operational contracts,
- Managing business operations,
- Executing the strategic direction approved by the Board.

2. Board Authority

The Board of Directors shall exercise all corporate powers not expressly reserved to shareholders under this Agreement.

Board actions shall require a simple majority vote of directors present at a meeting with quorum.

Exit Strategies

1. Drag-Along Rights

If shareholders holding at least **sixty-six percent (66%) of the outstanding shares** approve:

- A sale of all or substantially all of the Company's shares,
- A merger,
- A consolidation,

- A business combination,
- Or a sale of substantially all Company assets,

then all remaining shareholders shall be required to sell, exchange, or transfer their shares on the same terms and conditions approved by the 66% majority.

This drag-along right expressly applies to mergers and other change-of-control transactions.

2. Tag-Along Rights

If shareholders holding at least sixty-six percent (66%) of the outstanding shares approve a transaction involving the transfer of a controlling interest, any non-selling shareholder shall have the right to participate in such transaction on identical economic terms, proportionate to their ownership.

Financing Arrangements

1. Financing Authority

The CEO shall have full discretion to determine the manner and structure by which the Company finances its operations, including but not limited to:

- Debt financing,
- Credit facilities,
- Revenue-based financing,
- Strategic partnerships,
- Operational funding arrangements.

2. Equity Financing Limitation

Notwithstanding the foregoing, any issuance of new equity securities that alters existing ownership percentages or creates a new class of shares shall require approval as otherwise required under this Agreement.

12. Miscellaneous

12.1 Severability. If any provision is invalid under the laws of the Commonwealth of Redmont, the remainder shall remain in effect.

12.2 Notices. Notices between Owner, Board and shareholders shall be made via primary communication channels (in-game mail, Discord, or Server forum), recorded in company records.

Signatures

Incorporator & Shareholder:



RiggoSoft:

Date: 2/16/2026