Heisenberg Co. Certificate of Incorporation

This document defines the terms and procedures that Heisenberg Co. (the “company”) will operate and abide by.

1. Company name, DB and Incorporator.

a. The name of the company is: Heisenberg Co.
b. The company’s in-game business is: HeisenbergCo
c. The incorporator is: ZxRiptide

2. Company nature

a. The purpose of the Corporation is to engage in any lawful act or activity for which Corporations may be organized under the Laws of Redmont.

3. Shares

a. Upon incorporation there shall be 3,000 cocatuk shares authorised with a par value of $0.01 per share and one vote per share. For any new shares to be issued, a vote must be held among the shareholders.
b. The following shall be how shares are distributed upon incorporation:
    i. ZxRiptide - 3,000 Cocatuk shares.
c. For any Shareholder to transfer Cocatuk class shares to a non-Shareholder they must get consent from the person transferring, the person(s) receiving and a board vote reaching at least a simple majority (51%).
d. All shareholder votes will require at least ⅔ of shares in favour unless otherwise specified in this document.
e. If a shareholder has less than 6 hours of playtime within the last 30 days, the Directors may hold a vote to repossess their shares. If a vote to repossess passes, the company is to give the shareholder 72 hours of notice to get their playtime back up before repossessing their shares, then they must compensate the shareholder an amount equal to the par value of all of their shares.
f. There are no pre-emptive rights for shareholders.

4. Management and Decision Making

a. The initial directors shall be:
    i. ZxRiptide
b. The initial officers shall be:
    i. CEO - ZxRiptide
c. Directors shall be elected and removed by shareholders via a vote reaching at least ⅔ of shares in favour.
d. All votes held by Directors shall require at least 51% of Directors in favour unless otherwise specified within this document.
e. Directors shall be responsible for electing officers, managing the company’s strategic direction, and representing shareholder interest.

f. All amendments to this certificate are to originate from the Directors via vote, with the amendment being proposed to the shareholders after.
g. The holders of the outstanding shares of a class shall be entitled to vote as a class upon a proposed amendment needing at least a majority in each class, whether or not entitled to vote thereon by the Certificate of Incorporation where the amendment seeks to do the following: Increasing or decreasing the number of shares, par value of shares, or changing the powers delegated to that share class.

5. Reserved Matters

a. The following are reserved matters which are only voted on by the shareholders requiring at least a ⅔ quorum:
    i. Diluting shares or creating a new share class.
    ii. Adding or removing directors.
    iii. Entering into a merger, consolidation or acquisition.
    iv. Sale, lease or disposal of substantially all of the Company's assets.
    v. Appointment or removal of the Chief Executive Officer.

6. Bylaws

a. Bylaws may be enacted or amended via vote of the Directors reaching at least 51% of directors in favour.
b. Bylaws may not interfere with shareholder rights. If the Bylaws and this document conflict this document shall always prevail.

7. 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 Company operates in the best interests of all Shareholders.
c. Director meetings may occur every 2 months, or be called via majority vote of directors, given they provide at least one week's notice before the meeting.

8. Financing Arrangements

a. The Company may secure funding at the Board of Directors' discretion through debt, equity or other means.

9. Parties

a. This Agreement is binding upon the Company and all its Shareholders. By accepting shares, each shareholder agrees to be bound by the terms of this Agreement.

10. Exit Strategies

a. In the event of the death or permanent incapacitation of a Shareholder or their stated desire to fully divest from the Company, the remaining Shareholders shall have the right to purchase all of the Shareholder's shares at an appropriately valuated price.
b. Share price shall be valuated by an independent auditor or valuator mutually agreed upon by the shareholders.

11. Shareholder Information and Meetings

a. All Shareholders have the right to inspect the Company's records and transactions. Further information may be granted at a reasonable written request to the Board of Directors.
b. Shareholder meetings shall be held every two (2) months. Special meetings may be called by the Board of Directors or by Shareholders holding at least twenty-five percent (25%) of the voting shares, with a minimum of one (1) week's notice.

12. Confidentiality

a. All Shareholders agree to maintain the confidentiality of the Company'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.

13. 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, the dispute will be settled by binding arbitration under the laws of the Commonwealth of Redmont.

14. Dividends and Distributions

a. The Board of Directors has the sole discretion to declare, determine and distribute dividends based on the Company's financial performance, capital needs and profitability. All distributions shall be made pro-rata among Shareholders based on their respective share ownership.

15. Dissolution

a. For the company to be dissolved, shareholders must hold a vote reaching at least 75% of shares in favour. Upon a successful vote to dissolve the company, the resolution shall be posted in the Company Docket. The Directors shall then oversee the winding up of the company's affairs in accordance with Legal Entity Act Part III Section 9, where it shall end all active contracts, pay off all creditors and debts, finish all pending or active lawsuits, and liquidate all assets and distribute all remaining assets pro-rata among shareholders based on their respective share ownership.