CERTIFICATE OF INCORPORATION
OF
THE DRAGON'S HOARD CORPORATION

This Certificate of Incorporation (the "Charter") is adopted pursuant to the Legal Entity Act, the Commercial Standards Act, and other applicable laws of the Commonwealth of Redmont.

I

1. The name of the Corporation is *The Dragon's Hoard Corporation* (the "Corporation").
2. The corresponding in-game business plugin name of the Corporation is: *DGH*
3. The Corporation may operate under the following trade names:
    a. 株式会社 龍之宝物;
    b. かぶ·しき·かい·しゃ·りゅう·の·たから·もの;
    c. Kabushiki Kaisha Ryū no Takaramono;
    d. 龍之寶藏;
    e. Lóng zhī bǎo zàng;
    f. Dragon's Hoard Incorporated;
    g. Dragon Treasure; or
    h. Dragon Hoard.

II

1. The Corporation is a share-based incorporated entity with perpetual existence unless dissolved in accordance with this Charter and applicable law.
2. The Corporation shall be a legal person distinct from its shareholders, directors, officers, employees, and other agents.
3. No shareholder shall be personally liable for the debts, obligations, or liabilities of the Corporation solely by reason of being a shareholder, except to the extent expressly assumed by that shareholder or otherwise required by law.

III

1. The purpose of the Corporation is to engage in any lawful commercial activity permitted under Redmont law, including but not limited to investment, trading, services, technology, finance, and intellectual property.

2. The Corporation has full legal capacity to own assets, enter contracts, issue securities, and conduct operations subject to applicable law.

IV

1. The initial registered agent and incorporator of the Corporation is: *JustLegendMilk*
2. The incorporator may delegate the authority to manage legal and formal correspondence on behalf of the Corporation.

V

1. *Authorized Shares and Par Value*. The Corporation is authorized to issue an aggregate of 100,000 shares, divided into the following classes:
    a. 10,000 Class A Common Voting Shares, each with a par value of $0.01 per share; and
    b. 90,000 Class B Preferred Non-Voting Shares, each with a par value of $0.01 per share.
2. *Rights of Class A Shares*.
    a. Each Class A Share shall carry one (1) vote on all matters submitted to shareholders except where applicable law or this Charter expressly provides otherwise.
    b. Class A Shares shall constitute the control class of the Corporation.
    c. Unless otherwise determined by lawful Board resolution consistent with this Charter, Class A Shares shall not have any liquidation preference and shall receive dividends only after any declared Class B preferred dividend has first been satisfied in full.
3. *Rights of Class B Shares*.
    a. Class B Shares shall be non-voting and shall carry no ordinary voting rights, except where a class vote is required by applicable law or where a proposed amendment would directly and adversely alter the rights of the Class B Shares.
    b. Class B Shares shall be entitled to preferred dividends whenever dividends are declared, meaning that no dividend shall be paid to Class A shares unless and until the declared dividend payable to Class B Shares has first been paid in full.
    c. Class B Shares shall not, by virtue of their dividend preference alone, control the management or governance of the Corporation.
4. *Initial Issued Shares and Initial Shareholder*.

a. Upon formation, the Corporation shall issue the following shares to the incorporator in exchange for a total initial capital contribution of $1:
    i. 100 Class A Common Voting Shares at $0.01 par value per share; and
    ii. no Class B Shares shall be issued at formation unless later authorized by Board resolution and entered into the share register.
b. Accordingly, at formation:
    i. the incorporator shall be the sole initial shareholder;
    ii. the incorporator shall hold 100 Class A Common Voting Shares;
    iii. no Class B Shares shall initially be outstanding; and
    iv. the incorporator shall hold 100% of the issued and outstanding voting power of the Corporation.

5. *Ownership Ledger or Share Register*.
    a. The Corporation shall maintain a share register in its Incorporated Entity Summary and shall keep it updated through Company Docket filings as required by law. The register shall record, at minimum, the holder, the class, amount of shares, and any special rights or restrictions applicable to those shares.
    b. Where applicable, the Corporation may maintain parallel internal ownership records in its official Discord server, provided such records do not supersede the legally operative Company Docket and Incorporated Entity Summary.
6. *Authorized but Unissued Shares*. All authorized but unissued shares shall remain in the ownership of the Corporation until duly issued in accordance with this Charter and applicable law.
7. *Issuance of New Shares*.
    a. New shares of either class may be issued only by resolution of the Board of Directors adopted by at least a majority of the directors then in office, unless a higher threshold is required by this Charter or applicable law.
    b. Any resolution issuing new shares shall specify:
        i. the class of shares being issued;
        ii. the amount of shares being issued;
        iii. the par value and consideration to be paid;
        iv. the recipient of the shares; and
        v. the corporate purpose of the issuance.
    c. No issuance shall become fully effective until the Corporation updates its share register and makes any required Company Docket filing.
    d. No issuance may materially dilute the economic or voting interest of existing shareholders without prior approval of shareholders holding at least a majority of the outstanding Class A voting power.

e. Unless waived by the affected holders, any issuance of additional Class A Shares shall first be offered pro rata to existing Class A holders on the same material terms.
f. Unless waived by the affected holders, any issuance of additional Class B Shares shall first be offered pro rata to existing Class B holders on the same material terms, provided that if no Class B Shares are then outstanding, the Board may issue the initial Class B Shares on such terms as it approves.

8. *Parties to the Agreement*. This Charter constitutes an agreement among the Corporation, its directors, officers, and shareholders to the extent applicable by law and by this Charter.

VI

1. *Board of Directors*. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, except as otherwise provided by law or this Charter.
2. *Initial Director*. The sole initial director of the Corporation shall be the incorporator, who shall serve until resignation, removal, or replacement in accordance with this Charter and applicable law.
3. *Election, Removal, and Replacement of Directors*.
    a. Directors shall be elected by shareholder resolution.
    b. Directors may be removed, with or without cause, by shareholder resolution.
    c. Any vacancy on the Board may be filled:
        i. by resolution of a majority of the remaining directors then in office; or
        ii. if there are no remaining directors, by shareholder resolution.
    d. Any appointment, election, removal, resignation, or replacement of a director shall be filed in the Company Docket and shall take effect in accordance with applicable law.
4. *Conduct of Meetings*.
    a. Board meetings may be held in-game, through Discord, or any other reasonably reliable communication platform used by the Corporation.
    b. A majority of directors then in office shall constitute a quorum, unless a higher threshold is set by this Charter.
    c. Except where a higher threshold applies, an act of a majority of directors present at a meeting with quorum shall be the act of the Board.
    d. The Board may also act by unanimous in-game written or otherwise digital consent.

5. *Officers*. The Board shall appoint officers including a Chief Executive Officer, Chief Financial Officer, and any other roles it deems necessary.
6. *Authority*. Except as otherwise reserved to shareholders by law or this Charter, the Board has full authority to manage all corporate affairs.

VII

1. *Initial Capital Contribution*. Initial contribution at company formation are as follows: the incorporator – $1
2. *Payment for Shares and Consequences of Nonpayment*.
    a. Shareholders must pay full value for issued shares.
    b. To the extent any issued share is not fully paid up, its voting rights may be suspended until paid in full.
    c. Failure to satisfy a payment obligation for shares after reasonable notice may result in forfeiture, cancellation, offset, or other lawful remedy if authorized by Board resolution and applicable law.
3. *Roles and Responsibilities of Shareholders*. Shareholders are investors and principals of the Corporation and are not automatically entitled the privileges and authority of a manager of daily operations unless separately appointed to office. Each shareholder shall, in that capacity:
    a. hold equity in the Corporation according to the shares registered in that shareholder's name;
    b. exercise voting rights attached to those shares;
    c. contribute agreed capital for subscribed shares;
    d. comply with this Charter, lawful corporate resolutions, and applicable law;
    e. preserve confidential corporate information where confidentiality lawfully applies; and
    f. refrain from interfering in day-to-day management except through rights conferred by law, this Charter, or service as a director or officer.
4. *Financing Arrangements*. No financing arrangement shall impose personal liability on shareholders merely by virtue of share ownership unless that shareholder expressly agrees otherwise. The Corporation may secure funding through one or more of the following:
    a. retained earnings;
    b. shareholder loans;
    c. third-party loans or debt arrangements;
    d. equity issuances under Article V; and/or
    e. any other lawful financing method approved by the Board.

VIII

1. This Charter constitutes an agreement among the Corporation and its shareholders, and shall also bind its directors and officers to the extent applicable by law and by this Charter.
2. The initial parties to this Charter are:
    a. The Dragon's Hoard Corporation;
    b. *JustLegendMilk*, as its incorporator;
    c. *JustLegendMilk*, as the sole initial shareholder, holding 100 Class A Common Voting Shares, no issued Class B Shares, and 100% of the issued and outstanding voting power of the Corporation.
3. Dividends may be declared by the Board out of funds lawfully available for distribution.
4. If the Board declares a dividend, holders of Class B Preferred Non-Voting Shares shall have priority over holders of Class A Common Voting Shares.
5. No dividend shall be paid on Class A Shares unless and until the declared preferred dividend, if any, on Class B Shares has first been paid in full.
6. The Board may, in its discretion, declare:
    a. a dividend payable solely to Class B Shares;
    b. a dividend payable to both classes, provided Class B receives its declared preference first; or
    c. no dividend at all.
7. Except where the Board expressly provides otherwise in the dividend resolution, Class A Shares shall not be entitled to any dividend during a period in which the declared Class B preferred dividend has not been fully satisfied.
8. For internal accounting purposes, profits and losses may be allocated among shareholders in proportion to the number and class of shares held, subject always to the dividend priority and class rights stated in this Charter.
9. No shareholder shall be personally liable for corporate losses solely by reason of holding shares.

IX

1. *Transfer Restrictions*. No transfer of shares may occur without Board approval. The Board may block transfers to hostile, unlawful, or manifestly unqualified parties, subject to this Charter and applicable law.
2. *Right of First Refusal*. Before any shareholder transfers shares to a third party, the Corporation shall first have a right of first refusal to purchase those shares on the same material terms. If the Corporation declines, the remaining shareholders shall have a secondary pro rata right of first refusal on the same material terms.
3. *Voluntary Divestment*.

a. Any shareholder wishing to divest some or all of their shares shall first deliver written notice to the Corporation stating the class, amount, and proposed terms of disposition.
b. The Corporation shall have the first option, but not the obligation, to purchase the offered shares on the same or substantially equivalent material terms.
c. If the Corporation does not exercise that option within a reasonable period fixed by the Board or by notice, the remaining shareholders shall have a secondary pro rata option to purchase the shares on the same material terms.
d. If neither the Corporation nor the remaining shareholders elect to purchase the shares, the selling shareholder may transfer the shares to an approved third party on terms no more favorable than those previously offered.

4. *Demise or Incapacitation of a Shareholder*.
    a. If a shareholder becomes incapacitated such that they cannot reasonably exercise shareholder rights, the Corporation shall have the first option to redeem or purchase that shareholder's shares.
    b. If the Corporation declines, the remaining shareholders shall have a secondary pro rata option to purchase those shares.
    c. Any purchase under this section shall be made at fair value determined by:
        i. mutual agreement of the interested parties; or
        ii. absent agreement, a good-faith valuation adopted by Board resolution using the most recent reliable financial and ownership information available.
        iii. Until the transfer or buyback is completed, the shares shall remain outstanding in the name of the deceased or incapacitated shareholder or their lawful representative, subject to applicable law and this Charter.
5. *Prolonged Inactivity*.
    a. If a shareholder is inactive for a prolonged period of three (3) consecutive months or more, and such inactivity materially impairs shareholder communications or governance, the Corporation may initiate a buyback process by Board resolution.
    b. Before any buyback under this section becomes effective, the Corporation shall give reasonable notice to the inactive shareholder through the last known means of contact and allow a reasonable opportunity to respond.

c. If the shareholder does not respond within the notice period, the Corporation may redeem or purchase the shares at fair value determined in accordance with Section 4(c) of this Article.
d. Any such action must be recorded in the share register and filed in the Company Docket as required by law.

6. *Drag-along Rights*. If shareholders holding at least a simple majority of the outstanding Class A voting power approve a bona fide sale of control of the Corporation to a third party, they may require all other shareholders to sell their shares on the same material terms, provided the consideration and treatment are applied equally within each class, subject to any lawful class preferences.
7. *Tag-along Rights*. If one or more shareholders propose to transfer a controlling block of shares to a third party, each non-selling shareholder shall have the right to participate in that transaction on the same material terms in proportion to their holdings within the relevant share class, subject to lawful class preferences.
8. *Filing and Effectiveness*. No transfer, redemption, repurchase, forfeiture, or similar disposition of registered shares shall become fully effective until it is reflected in the share register and filed in the Company Docket as required by law.

X

1. Unless a higher threshold is required by law, this Charter, or by rights attached to a specific class of Shares, this Charter may be amended only by:
    a. Board approval; and
    b. a minimum simple majority (50% +1) of voting shares.
2. Any amendment affecting share class rights, authorized shares, or par value shall also comply with any class-vote requirement imposed by applicable law.
3. Any amendment required by law to be filed in the Company Docket shall not take effect until properly filed.

XI

1. The Board may adopt bylaws governing operations, provided that:
    a. the subject matter is lawfully delegable to bylaws;
    b. the bylaws do not conflict with this Charter or applicable law; and
    c. any required filing or publication is made.
2. In the event of conflict, this Charter shall prevail over any bylaw.

XII

1. Any internal dispute arising among shareholders, directors, officers, or the Corporation concerning this Charter or corporate governance shall first be submitted to good-faith internal resolution.
2. If not resolved internally, the dispute may be submitted to a competent authority for mediation, arbitration, or to a competent court or tribunal of the Commonwealth of Redmont, as permitted by law and the nature of the dispute.
3. Nothing in this Article shall prevent a party from seeking urgent judicial relief where immediate harm is threatened.

XIII

1. All officers and directors owe duties of good faith, care, loyalty, and confidentiality to the Corporation and, by extension, its shareholders.
2. Shareholders receiving non-public corporate information through their shareholder status shall not misuse or disclose such information contrary to law, contract, or the best interests of the Corporation.

XIV

1. No issuance may materially dilute shareholders without majority approval of the outstanding voting shares.
2. This Article shall be read together with section 7 of Article V, and where both apply, the stricter requirement shall govern.

XV

1. The Corporation shall indemnify directors and officers acting in good faith and in the best interests of the Corporation to the maximum extent permitted by law.
2. No indemnification shall apply for fraud, bad faith, willful misconduct, or knowing unlawful conduct.

XVI

1. *Initiation of Dissolution*.
    a. Unless otherwise required by law, the dissolution process shall be initiated by the adoption of a Board resolution advising dissolution.
    b. The Board resolution advising dissolution shall be posted in the Company Docket.
2. *Approval of Dissolution*.

a. Dissolution shall require approval by shareholder resolution.
b. Unless a higher threshold is required by law, this Charter, or class rights, approval shall require at least a simple majority of the outstanding Class A voting power.
c. The approval of the dissolution resolution shall be posted in the Company Docket.

3. *Binding Dissolution Resolution*. The dissolution resolution may set out specific procedures for winding up, and such procedures shall be binding to the extent they do not override applicable law, this Charter, or any controlling bylaw.
4. *Public Notice and Creditor Claim Period*.
    a. Upon approval of dissolution, the Corporation shall cooperate in the public announcement of winding up through the Department of Commerce as required by law.
    b. Such announcement shall request contractual counterparties, shareholders, creditors, and other interested persons to contact the Corporation, its directors, or the Department of Commerce regarding any claims or interests.
    c. Any person who does not contact the Corporation, its directors, or the Department of Commerce within fourteen (14) days following such public announcement shall be regarded as having voluntarily and permanently given up that claim to the extent provided by law.
5. *Winding Up*. Following approval of dissolution, the Corporation shall wind up its affairs. Winding up shall consist of, at minimum:
    a. ending all contracts, except to the extent necessary to complete winding up;
    b. paying of all creditors and debts;
    c. finishing all lawsuits and legal claims;
    d. liquidating assets or distributing assets according to the dissolution resolution and this Charter; and
    e. preparing the Corporation for final closure in compliance with applicable law.
6. *Distribution Waterfall*. Unless otherwise lawfully provided in a dissolution resolution consistent with this Charter and applicable law, all remaining value after payment of debts and other superior lawful claims shall be distributed as follows:
    a. first, to holders of Class B Preferred Non-voting Shares, pro rata according to their holdings, until any lawful preference applicable on dissolution has been satisfied;
    b. second, the remainder, if any, to holders of Class A Common Voting Shares, pro rata according to their holdings.

If no Class B shares are then issued and outstanding, all remaining value after payment of debts and superior lawful claims shall be distributed to holders of Class A Shares pro rata.

7. *Certificate of Dissolution*.
    a. After the Corporation has been fully wound up, it shall file a Certificate of Dissolution in the Company Docket.
    b. The Corporation shall end its existence upon signature of the Certificate of Dissolution by the Secretary of Commerce or their delegate, in accordance with applicable law.

XVII

1. The Corporation shall maintain all records required by, and notify the Department of Commerce of material changes where required by law.
2. The Corporation shall keep its share register, director information, officer information, and latest formation instrument current in its Incorporated Entity Summary and related Company Docket filings.

XVIII

1. The official Discord server of the Corporation shall constitute a continuous shareholder communication platform where notices, votes, and disclosures may be posted.
2. Notice posted through the official Discord server and/or Company Docket shall be sufficient corporate notice unless this Charter or applicable law requires some additional or different form of notice.

XIX

This Charter shall be governed by the Legal Entity Act, the Commercial Standards Act, and other applicable laws and regulations of the Commonwealth of Redmont.

Incorporator: JustLegendMilk
Dated: April 23rd, 2026