CERTIFICATE OF INCORPORATION

of Fishs Corporation Jurisdiction:

Commonwealth of Redmont

This Shareholder Agreement and Certificate of Incorporation (the "Agreement") is made and entered into as of 18th of September 2025, by and between Fishs Corporation (the "Company"), A corporation organized under the laws of the Commonwealth of Redmont, and the shareholders of the company (the "Shareholders").

1. **Ownership and Equity Distribution**

(a) The Company is initially authorized to issue a total of 200 Class A Common Shares with a par value of $1 per share. Each Class A Common Share entitles the holder to one (1) vote on all matters submitted to a vote of the Shareholders.

(b) Upon incorporation, the 200 Class A Common Shares shall be issued as following:

Shareholder	Share issued
Plura72	99
1200k	50
AboundedComet	30
ElysiaCrynn	15
IamJeb_	4
ReallIza	1
Capouti	1

(c) AboundedComet is the incorporator of the Company.

(d) Shareholders shall have the pre-emptive right to purchase their pro-rata portion of any new issuance of shares to prevent dilution of their ownership interest.

(e) Any amendment to the Certificate of Incorporation or Shareholder Agreement must be proposed by the Board of Directors and be approved by the Shareholders.

2**. Management and Decision-Making**

(a) The business and affairs of the company shall be managed by the Board of Directors which shall have the authority to appoint Officers to manage day to day operations.

2. Management and Decision-Making

(b) For any shareholder vote, a quorum shall consist of Shareholders representing at least 50% of the total voting shares of the Company.

(i) In the case that any one shareholder holds enough shares to where their vote is required for a shareholder vote to pass, an exception shall be made, allowing it to pass if it is approved by all other shareholders.

(ii) If all shareholders entitled to vote approve a resolution, with the exception of the majority shareholder who is unavailable at the time of the vote, such resolution shall be deemed adopted. The majority shareholder shall retain the right to object to and overturn the resolution within twenty-four (24) hours of being notified of its adoption. If no objection is received within such period, the resolution shall remain valid and binding.

3. **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) Officers appointed by the Board are responsible for the daily management of the Company and execution of the Company's business strategies.

The initial officers shall be:

- Chief Executive Officer (CEO): Plura72

-Chief Operating Officer (COO): AboundedComet

-Chief Financial Officer (CFO): Capouti

-Chief Experience Officer (CXO): Iamjeb_

4. Transfer of Shares

(a) Shareholders may transfer or sell their shares in accordance with the terms of this Agreement.

(b) Shareholders must endeavour to inform the Board of Directors of any transfer of their shares within one (1) day of the transfer occurring.

(c) For evaluation, the price of such shares shall be determined by mutual agreement based on fair market value or if an agreement cannot be reached, by an independent appraiser appointed by the Board of Directors.

5. **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.

6. **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.

(b) The Company may adopt bylaws that are not inconsistent with the Agreement, in the event of any conflict, the Agreement will prevail.