BurgINC

BUILD. INVEST. GROW.

CERTIFICATE OF INCORPORATION

&

SHAREHOLDING AGREEMENT

Consolidated Corporate Formation Document

Prepared specifically for BurgINC under the DemocracyCraft Department of Commerce Certificate of Incorporation framework.

In-game company name: BurgINC
Incorporator: cnb9110
Initial Shareholders: cnb9110 and Sam41722

CERTIFICATE OF INCORPORATION & SHAREHOLDING AGREEMENT

This consolidated document constitutes the Certificate of Incorporation and Shareholding Agreement of **BurgINC**. It establishes the corporation's ownership, governance, shareholder rights, management procedures, financing rules, transfer restrictions, and other matters required for its operation.

1. PARTIES, COMPANY NAME, INCORPORATOR AND PURPOSE

The parties to this Agreement are **BurgINC** (the "Corporation") and its shareholders, initially **cnb9110** and **Sam41722**. The name of the company as operated in-game is **BurgINC**. The incorporator is **cnb9110**, who shall remain identified as incorporator until the first election of a company director as applicable.

BurgINC is a privately held corporation established to acquire, develop, own, lease, manage and sell real estate; make and manage investments; establish, acquire and operate business ventures and subsidiaries; employ and manage personnel; provide corporate and commercial services; raise and deploy investment capital; and engage in other lawful commercial activities. BurgINC's corporate philosophy is summarized by its tagline: **Build. Invest. Grow.**

2. OWNERSHIP AND EQUITY DISTRIBUTION

BurgINC is authorized to issue **10,000 shares** with a par value of **R$1.00 per share**. Authorized capital is divided into **2,000 Class A Founder Common shares** and **8,000 Class B Common shares**. At formation, 1,000 Class A shares are issued and outstanding: 600 shares to cnb9110 and 400 shares to Sam41722. The remaining 9,000 authorized shares are unissued and carry no ownership or voting rights until validly issued.

Class A Founder Common carries ten (10) votes per share. Class B Common carries one (1) vote per share. Economic ownership is calculated according to issued and outstanding shares, while voting power is calculated according to the voting rights of each outstanding class.

New shares may be issued only after authorization by the Board of Directors and subject to this Agreement and applicable law. Before a material issuance to a new third-party investor, existing shareholders shall receive written notice describing the class, number of shares, proposed consideration and recipient. Existing shareholders shall have a pre-emptive opportunity, proportionate to their existing economic ownership, to purchase enough of the proposed issuance to maintain their percentage ownership, unless that right is waived in writing or the issuance is unanimously approved as a Reserved Matter.

Class	Authorized	Issued	Par Value	Votes/Share	Purpose
Class A - Founder Common	2,000	1,000	R$1.00	10	Founders / key executives
Class B - Common	8,000	0	R$1.00	1	Investors / employees / approved holders
TOTAL	**10,000**	**1,000**	**-**	**-**	**-**

3. AMENDMENT OF CERTIFICATE

An amendment to this Certificate of Incorporation and Shareholding Agreement must receive the affirmative vote of stockholders holding at least a majority of the voting power entitled to vote on the amendment. Unless otherwise provided herein, an amendment shall originate with the Board of Directors and must first be approved by a majority vote of the Board.

In addition to the general shareholder vote, holders of the outstanding shares of an affected class shall be entitled to vote separately as a class on an amendment that increases or decreases the number of authorized shares of that class, changes the par value of that class, or changes the powers, rights or privileges delegated to that class. Such class amendment requires at least a majority of the voting power of the affected class. BurgINC shall notify the Department of Commerce of changes to ownership, management, operational status, public-listing status, or other matters for which

notification is required and shall maintain accurate and current corporate records.

4. MANAGEMENT AND DECISION-MAKING

The business and affairs of BurgINC shall be managed by or under the direction of its Board of Directors. Except for matters reserved to shareholders or otherwise governed by this Agreement, the Board may authorize corporate transactions, property acquisitions and dispositions, investments, contracts, employment decisions, financing arrangements, budgets, and other ordinary corporate actions.

For any shareholder vote, a quorum requires representation of at least **50% of the total voting power**. Abstentions count toward quorum and shall be counted as a vote for purposes of the meeting. Unless this Agreement or applicable law requires a different threshold, a matter presented to shareholders is decided by a majority of the voting power participating in the vote.

5. ROLES AND RESPONSIBILITIES

cnb9110 - Founder / Chief Executive Officer. Responsible for corporate strategy, executive leadership, business development, major investments, organizational direction, and execution of Board-approved actions. cnb9110 initially serves as a Director.

Sam41722 - Chief Operating Officer / Chief Financial Officer. Responsible for day-to-day operations, financial administration, accounting oversight, budgets, transaction records, financial reporting, and operational execution.

Shareholders are expected to act in good faith toward the Corporation, protect confidential corporate information, disclose material conflicts of interest, comply with valid corporate decisions, and make any specifically agreed contribution or perform any specifically accepted executive responsibility.

6. TRANSFER OF SHARES AND RIGHT OF FIRST REFUSAL

No voluntary transfer of shares is effective on BurgINC's corporate books until the proposed transfer is documented and entered in the Share Register. A shareholder wishing to sell or transfer shares must provide written notice identifying the proposed transferee, share class, number of shares and proposed price or consideration.

BurgINC shall have a right of first refusal to purchase the offered shares on substantially the same terms. If BurgINC declines, the remaining shareholders shall have a secondary right of first refusal, pro rata or as mutually agreed. If those rights are not exercised, the transfer may proceed to the identified third party subject to Board approval and applicable law.

For a bona fide cash transfer, the proposed third-party price establishes the initial valuation. If there is no bona fide price or the parties dispute value, fair value shall be determined using a reasonable combination of the Corporation's cash, net assets, real estate values, liabilities, recent share transactions, operating earnings and other material financial information. If the parties cannot agree, they may jointly select a neutral third party to determine a reasonable value.

7. DIVIDENDS AND DISTRIBUTIONS

No shareholder is guaranteed a dividend, distribution, return, repayment, or profit. Dividends may be declared only when authorized by the Board and permitted by applicable law after considering BurgINC's cash requirements, liabilities, payroll, property obligations, investment commitments, reserves and planned operations.

Unless the terms of a duly authorized share class provide otherwise, dividends declared on common shares shall be distributed proportionately according to the number of eligible outstanding shares. The Board may retain profits within BurgINC for reinvestment, reserves, acquisitions, development, debt payment, or other legitimate corporate purposes.

8. EXIT STRATEGIES; DEATH, INCAPACITY AND DIVESTITURE

A shareholder wishing to divest shall follow the transfer and right-of-first-refusal procedures in Section 6. If a shareholder dies, becomes permanently incapacitated, permanently leaves the relevant community, or is otherwise unable to exercise shareholder rights, BurgINC may negotiate purchase of that shareholder's shares at a mutually agreed or reasonably

determined fair value. Until lawfully transferred, the shares remain part of that shareholder's interest or lawful successor interest as applicable.

Tag-along right. If one or more controlling shareholders propose to sell a controlling interest to a third party, minority shareholders shall be given an opportunity to participate in that sale on substantially equivalent terms for a proportional amount of their holdings.

Drag-along right. If a sale of substantially all outstanding shares to a bona fide purchaser is approved unanimously by the Board and by shareholders holding at least 75% of total voting power, the approving holders may require remaining shareholders to participate on the same per-class economic terms, subject to applicable law and any class rights.

9. FINANCING ARRANGEMENTS

BurgINC may obtain financing through operating revenue, shareholder capital contributions, issuance of authorized shares, private investment, loans, sale or financing of assets, project-specific investment arrangements, or other lawful sources. Financing must be properly recorded in the Corporation's financial records.

No shareholder is automatically required to make an additional capital contribution solely because of share ownership unless that shareholder separately agrees in writing. Issuance of additional shares may dilute existing economic ownership and voting power. BurgINC shall disclose the material terms of a proposed new equity issuance to affected shareholders before issuance as required by this Agreement.

10. BOARD OF DIRECTORS

The Board directs the business and affairs of BurgINC and supervises executive management. The initial Board consists of **cnb9110**. Additional directors may be elected by shareholders by majority voting power unless this Agreement requires a greater vote.

The Board shall select a chair for meetings when more than one director serves. Board meetings may be called by the CEO or any director upon reasonable notice. A majority of sitting directors constitutes a Board quorum. Unless otherwise required, Board action is approved by a majority of directors present at a meeting with quorum. Written unanimous consent of all sitting directors may substitute for a meeting.

A director may resign by written notice. A vacancy may be filled temporarily by majority vote of the remaining Board, subject to shareholder confirmation at the next appropriate shareholder vote. A director may be removed by shareholders holding a majority of voting power unless a higher threshold is required by law or this Agreement.

11. RESERVED MATTERS - UNANIMOUS SHAREHOLDER APPROVAL

The following matters require unanimous approval of all shareholders entitled to vote: voluntary dissolution of BurgINC; merger or consolidation that eliminates BurgINC as an independent entity; sale of substantially all corporate assets outside the ordinary course of business; waiver of pre-emptive rights for an issuance intended primarily to transfer corporate control; creation of a new share class with rights senior to existing common shares; conversion of BurgINC from a private corporation to a publicly listed corporation or IPO; and any amendment expressly changing this Section's unanimity requirement.

Reserved Matters are in addition to any separate class vote or other approval required by law.

12. SHAREHOLDER INFORMATION AND MEETINGS

BurgINC shall maintain accurate records of shareholders, issued shares, transfers, material resolutions and financial activity. Shareholders shall receive reasonable notice of shareholder meetings and sufficient information to understand matters submitted for vote. Notice may be delivered through an approved in-game, Discord, portal, forum, or other reliable written communication method used by BurgINC.

An annual shareholder meeting should be held when reasonably practicable to review the state of the Corporation, material financial information, major investments, ownership changes and other business requiring shareholder action. Special

meetings may be called by the Board or by shareholders holding at least 25% of total voting power. The 50% voting-power quorum rule in Section 4 applies.

13. CORPORATE RECORDS AND SHARE REGISTER

BurgINC shall maintain an up-to-date Share Register identifying each shareholder, share class, number of shares, acquisition or issuance date, and ownership status. The Corporation shall preserve historical records of share transfers even after ownership changes. Records should also include Board and shareholder actions, major contracts, property records, investment records, financial transactions and corporate filings.

The Corporation shall keep its Department of Commerce docket accurate and current and shall cooperate with lawful compliance requirements applicable to its incorporation.

14. DISSOLUTION AND WINDING UP

BurgINC may be voluntarily dissolved only as a Reserved Matter requiring unanimous shareholder approval, or may be dissolved when otherwise required by applicable law. Upon dissolution, the Board or lawful liquidator shall wind up the Corporation's affairs, cease new business except as necessary to wind up, collect receivables, dispose of assets as appropriate, satisfy or provide for corporate debts and liabilities, complete required governmental or Department of Commerce notifications, and maintain necessary records.

After lawful satisfaction of liabilities and winding-up expenses, remaining assets shall be distributed to shareholders according to their economic rights and applicable share-class rights. No distribution shall be made in violation of applicable law.

15. GENERAL PROVISIONS

If a provision of this Agreement is determined to conflict with mandatory law, the mandatory law shall control and the remaining provisions shall continue to the fullest extent permitted. Failure to enforce a provision on one occasion does not permanently waive it. Corporate records may be maintained electronically. This Agreement becomes effective upon adoption and execution by the initial shareholders and remains effective until amended, superseded, or terminated according to its terms and applicable law.

INITIAL CAPITALIZATION & SHARE REGISTER

Shareholder	Corporate Role	Class	Shares	Economic Ownership	Votes	Voting Power
cnb9110	CEO / Founder	Class A	600	60.00%	6,000	60.00%
Sam41722	COO / CFO	Class A	400	40.00%	4,000	40.00%
TOTAL OUTSTANDING			**1,000**	**100.00%**	**10,000**	**100.00%**

CAPITALIZATION SUMMARY

Category	Class A	Class B	Total
Authorized	2,000	8,000	10,000
Issued / Outstanding	1,000	0	1,000
Authorized but Unissued	1,000	8,000	9,000

ADOPTION AND EXECUTION

The undersigned initial shareholders acknowledge and adopt this consolidated Certificate of Incorporation and Shareholding Agreement for BurgINC.

/s/ cnb9110

cnb9110 - Founder / CEO / Shareholder

August 17, 2026

Date

/s/ Sam41722

Sam41722 - COO / CFO / Shareholder

August 17, 2026

Date

COMPLIANCE NOTE

BurgINC shall notify the Department of Commerce of changes to business ownership, management, operational status, and any public offering or IPO as required. BurgINC shall maintain accurate and up-to-date records with the Department of Commerce and shall file amendments when changes to its structure, capitalization, governance, or purpose require amendment of this Certificate.

This document is prepared for the fictional DemocracyCraft roleplay jurisdiction and is not intended as real-world legal advice or a real-world corporate filing.