CERTIFICATE OF INCORPORATION AND SHAREHOLDERS' AGREEMENT
OF KING CORPORATION

A combined Certificate of Incorporation and Shareholders' Agreement made under the Legal Entity Act (LEA) and the Department of Commerce Certificate of Incorporation requirements.

This Certificate of Incorporation and Shareholders' Agreement (the "Certificate") of King Corporation (the "Corporation") is entered into by and among the Corporation and each person who holds shares in the Corporation from time to time (each a "Shareholder" and together the "Shareholders"). For the sake of clarity, and in accordance with Department of Commerce guidance, the Shareholders' Agreement and the Certificate of Incorporation are combined into this single overarching document.

Article I - Name

The name of the Corporation is **"King Corporation."**

Article II - Registered In-Game Company Name

The name of the Corporation's associated in-game company in the business plugin is **"King Corporation."** In accordance with the Legal Entity Act, the Corporation shall at all times maintain a corresponding in-game company in the business plugin, and the owner of that in-game company shall be set by the Corporation. Ownership of the in-game company shall not, of itself, be used to presume that the in-game owner is a shareholder, member, or agent of the Corporation.

Article III - Incorporator

The sole incorporator of the Corporation is **Bardiya_King**. The name of the incorporator is mandatory and shall remain stated in this Certificate up until the first election of a company director, in accordance with Department of Commerce requirements.

Article IV - Registered Office

The registered office of the Corporation is located at **AV-C031, Commonwealth of Redmont**. The Corporation may establish additional offices as determined by the Board of Directors.

Article V - Purpose and Nature of Business

The purpose and nature of the Corporation is to engage in **real estate development, management, and leasing**, and, either alone or with such other business or purposes, to engage in any lawful act or activity for which corporations may be organized under the laws of the Commonwealth of Redmont. By this statement, all lawful acts and activities shall be within the purposes of the Corporation, except for the express limitations, if any, contained in this Certificate.

Article VI - Duration

The Corporation shall have **perpetual existence**.

Article VII - Authorized Shares and Capital Structure

(1) The Corporation is authorized to issue a total of **one hundred (100) shares**, all of a single class designated **"Class A Common Shares."**

(2) Each Class A Common Share shall have a **par value of $1.00**.

(3) Each Class A Common Share shall be entitled to **one (1) vote** on all matters submitted to the Shareholders. The Class A Common Shares carry full voting power, and at all times the Corporation shall have outstanding one or more shares that, singly or combined, carry full voting power.

(4) There shall be **no fractional shares**.

(5) A Shareholder shall be liable for that part of the par value of any share which has not yet been paid up.

(6) Shares that are authorized but not outstanding shall be considered to be in the ownership of the Corporation, and shares belonging to the Corporation, or to another incorporated entity controlled directly or indirectly by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes.

Article VIII - Ownership and Equity Distribution

(1) **Current distribution.** As at the date of this Certificate, the issued and outstanding shares are held as follows:

Shareholder	Share Class	Shares Held	% of Voting Power
Bardiya_King	Class A Common	100	100%
Total		**100 of 100 authorized**	**100%**

(2) **Issuing new shares.** The Board of Directors may issue authorized but unissued shares, subject to the pre-emptive rights in this Article, the reserved matters in Article XVII, and the class-voting rights on amendments in Article XXIV. New shares of an existing class shall be issued at not less than their par value.

(3) **Pre-emptive rights.** Before the Corporation issues any new shares to any person, it shall first offer those shares to the existing Shareholders of that class, pro rata to their existing holdings, on the same price and terms, and allow a reasonable period of not less than seventy-two (72) hours to subscribe. Shares not taken up by existing Shareholders may then be offered to other persons on terms no more favorable than those offered to the Shareholders.

(4) **Share designations.** Shares bearing different characteristics (voting powers, preferences, rights, qualifications, obligations, limitations, or restrictions) shall be treated as different share classes.

Article IX - Share Register and Share Certificates

(1) The Corporation shall maintain a **share register** within its Incorporated Entity Summary in the Company Docket, recording all shares. The share register shall carry a rebuttable presumption of actual share ownership.

(2) Each entry for registered shares shall state the class name of the shares (where there is more than one class), the amount of shares, and the name of the holder. Where shares are held through an exchange, the exchange shall be listed as custodian.

(3) All transfers of registered shares (except where the shares remain in the custodianship of an exchange) shall be filed in the Company Docket, stating the share class, share amount, transferor, and transferee.

(4) The Corporation may issue share certificates in accordance with Part IV, Section 5 of the Legal Entity Act. The creation, destruction, and subsequent amendment of any binding share certificates in the share register shall be filed in the Company Docket without undue delay, stating the class name of the shares (where more than one class), the amount of shares, and the unique serial number of the certificate.

Article X - Transfer of Shares

(1) **General condition.** No Shareholder may sell, assign, transfer, pledge, or otherwise dispose of any share except in accordance with this Article, the Legal Entity Act, and any applicable law. Any purported transfer in breach of this Article shall be null and void and shall not be recorded in the share register.

(2) **Right of first refusal.** A Shareholder wishing to transfer any share to a third party (the "Selling Shareholder") shall first give written notice in the Company Docket stating the number of shares, the proposed price, and the material terms. The Corporation shall have the first right, and thereafter the remaining Shareholders (pro rata to their holdings) shall have the right, to purchase those shares at the stated price and on the stated terms within seventy-two (72) hours of the notice. Only if the right of first refusal is not fully exercised may the Selling Shareholder complete the transfer to the third party on terms no more favorable than those offered.

(3) **Valuation.** Where a price must be determined under this Certificate and is not otherwise agreed, the price per share shall be its **fair market value**, determined by agreement of the parties or, failing agreement, by reference to the most recent financial records of the Corporation (book value), with par value serving as the floor price.

(4) All transfers are subject to the filing requirements of Article IX and the reserved matters in Article XVII.

Article XI - Exit Strategies

(1) **Buy-sell on triggering events.** Upon the death, permanent inactivity or incapacity, or the intended divestiture of a Shareholder, the Corporation, and thereafter the remaining Shareholders (pro rata), shall have the option, but not the obligation, to purchase the affected shares at the fair market value determined under Article X(3). The successor, estate, or transferee of the affected Shareholder shall be bound by this Certificate.

(2) **Tag-along rights.** If a Shareholder or Shareholders holding a majority of the voting power propose to sell their shares to a third party, each remaining Shareholder shall be entitled to require the buyer to purchase its shares, pro rata, on the same price and terms.

(3) **Drag-along rights.** If Shareholders holding at least seventy-five percent (75%) of the voting power agree to sell their shares to a bona fide third party, they may require all remaining Shareholders to sell their shares to that third party on the same price and terms.

(4) Any purchase, sale, or transfer under this Article remains subject to the right of first refusal (Article X), the filing requirements (Article IX), and the reserved matters (Article XVII).

Article XII - Dividends and Distributions

(1) Dividends and other distributions may be declared and paid at the discretion of the Board of Directors out of funds lawfully available for that purpose.

(2) Unless otherwise resolved, dividends shall be distributed pro rata among the Shareholders in proportion to the number of shares they hold within a class.

(3) No dividend or distribution shall be declared or paid that would leave the Corporation unable to satisfy its debts and obligations as they fall due.

Article XIII - Financing Arrangements

(1) The Corporation may secure funding by way of equity (the issuance of new shares) or debt (including loans, notes, bonds, or other obligations), and may secure its obligations by mortgage, pledge, or security interest over its property, in any currency, in accordance with the powers granted by the Legal Entity Act.

(2) Any equity financing shall be subject to the pre-emptive rights in Article VIII and the reserved matters in Article XVII, so as to protect existing Shareholders against involuntary dilution.

(3) Debt financing may be arranged by the Board of Directors in the ordinary course, provided that any single borrowing or guarantee constituting a reserved matter under Article XVII shall require the approval specified in that Article.

Article XIV - Board of Directors

(1) The business and affairs of the Corporation shall be managed by or under the direction of the **Board of Directors**, except as otherwise provided in this Certificate or the Legal Entity Act.

(2) **Initial director.** The initial Board of Directors shall consist of one (1) director: **Bardiya_King**. Until directors are appointed, the incorporator shall serve as the first director.

(3) **Number.** There shall be no fixed limit on the number of board seats. The number of directors may be increased or decreased by Shareholder resolution.

(4) **Selection and replacement.** Directors shall be elected and removed by Shareholder resolution passed by a majority of the voting power. A director shall serve until resignation, removal, or replacement in accordance with this Certificate and the Legal Entity Act.

(5) **Meetings and conduct.** The Board may conduct its business, including by resolutions posted and voted upon in the Company Docket or any other place the directors may access. Unless otherwise provided, action of the Board requires the approval of a majority of directors.

(6) **Compensation.** Unless otherwise restricted by this Certificate or the Bylaws, the Board of Directors shall have authority to set the compensation of directors and officers.

(7) **Appointments and vacancies.** The appointment, election, removal, or resignation of any director, manager, or officer shall be filed in the Company Docket, stating the person’s name and title.

Article XV - Officers

(1) The Corporation shall have such officers as the Board of Directors requires.

(2) Officers shall be appointed and removed at the pleasure of the Board of Directors and shall have such authority and duties in the management of the Corporation as the Board of Directors may provide.

Article XVI - Management, Voting, and Decision-Making

(1) **Quorum.** The quorum for any resolution shall be **fifty percent (50%) of all voting power**, where explicit, affirmative abstentions are counted toward the quorum.

(2) **Failed quorum.** Where a resolution fails for want of quorum, the persons eligible to vote shall be notified and the resolution may be reposted after seventy-two (72) hours (unless waived by a majority of total voting power). For ten (10) days thereafter, quorum requirements shall be suspended for that resolution.

(3) **Counting of votes.** Votes shall be counted by voting power, not by individual shares.

(4) **Voting period and place.** A resolution must be open for voting for at least forty-eight (48) hours and must be posted where the relevant voters can access and vote on it. Posting a resolution in the Company Docket shall always satisfy this requirement.

(5) **Who may call a vote.** Any shareholder or director may call for a resolution to be voted upon.

(6) This Article applies unless otherwise provided by law or by this Certificate.

Article XVII - Reserved Matters

(1) Notwithstanding any other provision, the following matters shall require the approval of Shareholders holding **one hundred percent (100%) of the voting power** (unanimous approval), rather than a simple majority:

(a) any amendment increasing the personal liability of Shareholders for the debts or obligations of the Corporation;

(b) the creation or authorization of any new class of shares carrying rights, preferences, or priorities senior to the Class A Common Shares;

(c) the admission of any new Shareholder otherwise than through the pre-emptive rights, right of first refusal, tag-along, or drag-along procedures of this Certificate;

(d) any related-party transaction between the Corporation and a director, officer, or Shareholder that is not on arm’s-length terms; and

(e) any amendment to this Article XVII.

(2) All other matters requiring Shareholder approval may be decided by a majority of the voting power, unless a higher threshold is required by the Legal Entity Act or expressly stated elsewhere in this Certificate.

Article XVIII - Roles and Responsibilities of Shareholders

(1) Each Shareholder’s role is that of an equity owner of the Corporation, entitled to the rights and subject to the obligations set out in this Certificate and the Legal Entity Act.

(2) **Bardiya_King**, as sole Shareholder, sole director, and incorporator, is responsible for the overall management and direction of the Corporation, the conduct of its real estate business, the maintenance of the Company Docket and Incorporated Entity Summary, and compliance with the Legal Entity Act and Department of Commerce requirements, until such time as additional Shareholders, directors, or officers are admitted or appointed.

(3) Acts, omissions, decisions, or resolutions of a Shareholder acting in that capacity shall be attributable exclusively to the Corporation and shall not be attributed to any Shareholder individually.

Article XIX - Shareholder Information and Communications

(1) Each director shall have unrestricted and absolute access to information regarding the status of the business, the financial condition, and the affairs of the Corporation.

(2) Shareholders shall have reasonable access to information regarding the status of the business, the financial condition, and the affairs of the Corporation, as is just and reasonable.

(3) The directors and officers may keep confidential from Shareholders, for such period as they reasonably deem appropriate, any information that they reasonably believe to be in the nature of trade secrets, that they in good faith believe would not be in the best interest of the Corporation to disclose or could damage the Corporation or its business, or that they are required by law or by agreement with a third party to keep confidential.

(4) Corporate updates, resolutions, votes, and announcements shall be communicated to Shareholders through the Company Docket, and the Incorporated Entity Summary shall be kept current without undue delay. Formal meetings are not required; corporate decision-making may be conducted by resolution in the Company Docket in accordance with Article XVI.

Article XX - Confidentiality and Outside Employment

(1) No confidential information of the Corporation may be released or disclosed to any outside party unless explicitly deemed non-confidential by the written consent of the majority Shareholder, subject always to the information rights set out in Article XIX and to any disclosure required by law.

(2) Class A Shareholders may engage in outside employment or association with other companies only upon the approval of the majority Shareholder.

Article XXI - Liability

(1) The Corporation shall be solely liable for its own debts, obligations, and liabilities.

(2) Except to the extent that a person has voluntarily assumed such liability, no Shareholder, member, or agent of the Corporation, nor any other person, shall be liable for the debts, obligations, or liabilities of the Corporation, whether in contract, tort, or otherwise, solely by reason of being a Shareholder, member, or agent, or by the acts or omissions of any other Shareholder, member, or agent.

(3) The failure of the Corporation to observe the usual formalities or requirements relating to the exercise of its powers or the management of its business shall not be a ground for imposing personal liability on the Shareholders, members, or agents for the liabilities of the Corporation.

(4) Nothing in this Article limits any liability a director, officer, agent, or Shareholder may have for their own criminal conduct, their own tortious acts, a breach of fiduciary duty, or acts taken outside the scope of their authority.

Article XXII - Indemnification

To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, and agents against expenses and liabilities incurred in good faith and in the Corporation’s best interests in connection with their service to the Corporation. This indemnity shall not extend to conduct constituting a criminal offense, a breach of fiduciary duty, or acts taken outside the scope of the person’s authority.

Article XXIII - Fiduciary Duties

(1) Every agent of the Corporation shall act in good faith, on an informed basis, with the care that a reasonable person in a similar position and circumstance would exercise, and in a manner that is in the best interest of the Corporation and, by extension, the Shareholders.

(2) A court shall presume that fiduciary duty has been met, subject to rebuttal by clear and convincing evidence proving a breach with damages, and shall not substitute its own judgment in matters of business judgment except where there has been a breach of fiduciary duty or criminal or illegal conduct.

Article XXIV - Amendments

(1) This Certificate may be amended in accordance with the Legal Entity Act and Department of Commerce requirements.

(2) An amendment must be approved by a Shareholder vote of **at least a majority** of the voting power.

(3) Unless otherwise defined in this Certificate, a proposed amendment shall originate from the Board of Directors by majority vote.

(4) **Class voting.** The holders of the outstanding shares of a class shall be entitled to vote as a class upon any proposed amendment, whether or not otherwise entitled to vote by this Certificate, and such an amendment must reach at least a majority within each affected class, where the amendment seeks to: (a) increase or decrease the aggregate number of authorized shares of the class; (b) increase or decrease the par value of the shares of the class; or (c) alter or change the powers, preferences, or special rights of the shares of the class so as to affect them adversely.

(5) Any amendment increasing the personal liability of Shareholders for the Corporation’s obligations shall require notice posted in the Company Docket and notice to each affected Shareholder, and each such Shareholder must explicitly accept the increase; otherwise the increase is suspended as to any Shareholder who did not accept.

(6) An amendment shall not affect any existing cause of action in favor of or against the Corporation, nor any pending legal action to which it is a party. A change of the Corporation’s name shall not abate any legal action brought by or against it under its former name.

(7) Amendments shall be filed in the Company Docket, containing the version of the document both before and after the amendment, and shall take effect from the point the filing is posted, unless otherwise provided by law.

Article XXV - Dissolution and Winding Up

(1) The dissolution and winding up of the Corporation shall proceed in accordance with Part III, Section 10 of the Legal Entity Act. Unless otherwise defined by law or by this Certificate:

(a) the dissolution process shall be started by the adoption of a resolution advising dissolution by the directors, posted in the Company Docket;

(b) dissolution must be approved by a resolution of the Shareholders passed by at least a simple majority, posted in the Company Docket;

(c) following approval, the Corporation shall wind up its affairs by ending all contracts, paying off all creditors and debts, finishing all lawsuits, and liquidating or distributing all assets, by default equally

among the Shareholders in proportion to their shares; and

(d) a fully wound-up Corporation shall file a Certificate of Dissolution in the Company Docket, to be signed by the Secretary of the Department of Commerce or their delegate after verification, upon which the Corporation shall end its existence.

(2) The winding up of the Corporation shall be publicly announced by the Department of Commerce as required by the Legal Entity Act, and this Certificate shall not override the default rules provided in legislation.

Article XXVI - Governing Law

This Certificate is governed by the laws of the Commonwealth of Redmont, including the Legal Entity Act and the regulations and requirements of the Department of Commerce. In the event of any conflict between this Certificate and the Legal Entity Act, the Legal Entity Act shall prevail. Any Bylaws adopted by the Corporation are subordinate to this Certificate, and in the event of a conflict, this Certificate shall prevail.

Article XXVII - Parties and Execution

The parties to this Certificate and Shareholders' Agreement are the Corporation and each of its Shareholders. By executing below, or by acquiring and holding shares in the Corporation, each party agrees to be bound by the terms of this Certificate.

Corporation: King Corporation

Shareholder / Incorporator / Director: Bardiya_King

Incorporator Signature: _____ (Bardiya_King)

Date: _____