CERTIFICATE OF INCORPORATION
OF
MERCEDES BENZ

I

1. The name of the corporation, hereafter referred to as “Corporation”, is Mercedes Benz.

2. The name of the Corporation in the business plugin shall be BENZ.

3. The sole incorporator of the Corporation, hereafter referred to as “Parent Company”, is Barclays Commercial Bank, also known in the business plugin as BARC.

4. “Board” shall refer to the Board of Directors of Mercedes Benz.

5. The Corporation is organized as a corporation under the laws of the Commonwealth of Redmont and shall have perpetual existence unless dissolved in accordance with this Certificate or applicable law.

II

1. Upon incorporation, the Parent Company shall be the sole shareholder of the Corporation and shall own one hundred percent (100%) of the issued shares of the Corporation.

2. The total number of shares the Corporation is authorized to issue is ten thousand (10,000) Class A shares.

3. Each Class A share shall have a par value of ten cents ($0.10).

4. Each Class A share shall carry one (1) vote.

5. Upon incorporation, all ten thousand (10,000) Class A shares shall be issued to the Parent Company.

6. The Corporation shall at all times maintain one or more outstanding shares or classes of shares which, individually or together, carry full voting power.

7. Shares belonging to the Corporation, or to another incorporated entity controlled directly or indirectly by the Corporation, shall not be entitled to vote and shall not be counted for quorum purposes to the extent prohibited or limited by applicable law.

8. If the Corporation proposes to issue additional shares of an existing class, each holder of outstanding shares of that class shall, unless waived in writing, have a pre-emptive right to subscribe pro rata to such new issuance on substantially the same terms, subject to any lawful limitations in the resolution authorizing the issuance.

9. No new shares, no new share class, and no increase in authorized capital shall be valid unless approved:

    a. by a shareholder resolution of the Corporation adopted in accordance with this Certificate; and

    b. for so long as the Parent Company holds a controlling interest in the Corporation, by holders

of at least sixty six percent (66%) of the Parent Company's voting power.

10. This Certificate may be amended by an affirmative vote of the holders of at least a majority of the total voting power of the outstanding voting shares of the Corporation.

11. Unless otherwise expressly provided in this Certificate, any proposed amendment to this Certificate shall originate from the Board by majority vote.

12. The holders of the outstanding shares of an affected class shall be entitled to vote separately as a class, whether or not otherwise entitled to vote thereon, and the amendment must reach at least a majority in that affected class, where the proposed amendment seeks to:

    a. increase or decrease the aggregate number of authorized shares of that class;

    b. increase or decrease the par value of the shares of that class; or

    c. alter or change the powers, preferences, or special rights of the shares of that class so as to affect them adversely.

13. No amendment shall affect any existing clause of action in favor of or against the Corporation, nor any pending legal action to which it is a party.

14. Any amendment increasing personal liability for the Corporation on its shareholders shall require:

    a. notice to be posted in the Company Docket;

    b. notice to be given to the affected shareholders; and

    c. the explicit acceptance of each affected shareholder, failing which the increase shall be suspended as to any shareholder who did not so accept.

15. For so long as the Parent Company holds a controlling interest in the Corporation, any amendment to this Certificate shall additionally require prior approval by holders of at least sixty six percent (66%) of the Parent Company's voting power.

III

1. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the laws of the Commonwealth of Redmont.

2. Without limiting the foregoing, the Corporation is formed to:

    a. design, engineer, develop, manufacture, assemble, test, and produce vehicles, vehicle components, parts, accessories, and related products, including but not limited to cars, trucks, motorcycles, and other modes of road, air, and water transportation;

    b. source, procure, import, export, store, and supply vehicle parts, materials, components, accessories, and related goods;

    c. market, sell, lease, finance, distribute, and provide after-sales services, maintenance, repair, and servicing for vehicles and related products through wholesale, retail, dealership, and service-centre channels;

d. employ and manage in-house engineers, mechanics, designers, and technical staff for the research, development, manufacture, testing, and servicing of vehicles and vehicle parts;

e. own, operate, manage, and support showrooms, dealerships, service centres, manufacturing facilities, warehouses, equipment, supply chains, and commercial arrangements necessary or convenient for the foregoing; and

f. all other lawful activities incidental, ancillary, or conducive to the foregoing purposes.

3. The Corporation shall operate as a vertically integrated automotive design, manufacturing, distribution, and servicing company and wholly owned subsidiary of the Parent Company unless and until its ownership structure is lawfully changed.

4. The Corporation shall not directly engage in public stock exchange investing.

5. If the Corporation seeks investment exposure or market participation of that kind, it shall do so only through a duly authorized investment-bank sister company and through such exchange-traded funds or equivalent instruments as may be permitted by the Parent Company.

IV

1. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except to the extent authority is expressly reserved by this Certificate to the shareholders of the Corporation or to the Design and Engineering Board as expressly delegated herein.

2. Upon incorporation, the then-serving board of directors of the Parent Company shall simultaneously serve as the Board of the Corporation, ex officio and from time to time as constituted at the Parent Company, unless and until this arrangement is changed pursuant to this Certificate.

3. For so long as the Parent Company holds a controlling interest in the Corporation, any appointment to or removal from the board of directors of the Parent Company shall, unless otherwise resolved in accordance with this Certificate, automatically operate as a corresponding appointment to or removal from the Board.

4. Separate directors of the Corporation may later be appointed, removed, or replaced by shareholder resolution of the Corporation, provided that for so long as the Parent Company holds a controlling interest, such appointment, removal, or replacement shall also require prior approval by holders of at least sixty six percent (66%) of the Parent Company's voting power.

5. The Board may fill vacancies on the Board on an interim basis, subject to later shareholder ratification where required by this Certificate.

6. Meetings of the Board may be held in-game, on the forums, in the Corporation's official Discord server or through any other accessible platform designated by the Board.

7. Unless waived by all directors entitled to notice, at least forty eight (48) hours' notice shall be given for any Board meeting.

8. A majority of the directors then in office shall constitute a quorum of the Board unless a higher requirement is imposed by this Certificate.

9. The Board may act without a meeting by unanimous written consent or unanimous recorded consent

in a lawful medium.

10. Directors owe fiduciary duties of care, loyalty, and good faith to the Corporation and its shareholders.

V

1. On any shareholder vote or resolution, there shall be a quorum of at least fifty percent (50%) of the voting power.

2. Explicit, affirmative abstentions shall count toward quorum and shall be recorded as abstentions.

3. Votes shall be counted by voting power and not by headcount.

4. Any shareholder resolution must remain open for vote for at least forty eight (48) hours.

5. Any shareholder resolution must be posted in a place that the relevant voters can access and can vote. Posting in the Company Docket shall always satisfy this requirement.

6. Unless otherwise provided by law or this Certificate, any shareholder or director may call for a shareholder resolution to be voted upon.

7. Where a shareholder resolution fails due to lack of quorum, the persons eligible to vote shall be notified and the same resolution may be posted after seventy two (72) hours; for ten (10) days thereafter, quorum requirements shall be suspended for that same resolution unless otherwise required by law.

8. The Corporation shall have such officers as the Board requires.

9. Officers shall be appointed and removed at the pleasure of the Board.

10. Officers shall have such authority and perform such duties with respect to the management of the Corporation as may be provided by the Board.

11. Compensation of the Corporation's officers may be fixed by the Board or the Parent Company and may, where the Parent Company so determines, be paid in shares of the Parent Company in such amounts and on such terms as the Parent Company's internal approvals may require.

12. The Corporation may maintain a Design and Engineering Board for technical, product, design, engineering, research, mechanical, and manufacturing matters.

13. The Design and Engineering Board shall have authority only over those internal engineering, design, mechanical, and development matters expressly delegated to it by the Board of the Parent Company.

14. Except where expressly delegated, all strategic, financial, ownership, governance, and shareholder-level decisions remain subject to the authority of the shareholders of the Corporation, the Board, and, where applicable under this Certificate, the Parent Company.

15. The Design and Engineering Board shall have no authority, unless expressly granted by amendment to this Certificate, to:

    a. issue shares;

    b. create a new share class;

c. amend this Certificate;

d. approve a merger, consolidation, or sale of substantially all assets;

e. dissolve the Corporation; or

f. override any binding decision of the shareholders, the Board, or the Parent Company on corporate ownership, finance, or control.

16. Any purported share issuance, amendment, or other corporate act taken in violation of this Certificate shall be void to the fullest extent permitted by law.

VI

1. The Parent Company, as the sole initial shareholder and controlling parent, shall provide strategic oversight, capital support where applicable, and direction concerning the Corporation's long-term commercial objectives.

2. The Parent Company may direct, manage, and reallocate the assets of the Corporation and may transfer assets to and from the Corporation at any time; provided, however, that no transfer shall include money constituting liabilities owed by the Parent Company to savings account clients in breach of those obligations.

3. Each shareholder of the Corporation shall exercise its rights in good faith and in a manner consistent with this Certificate and applicable law.

4. Directors and officers shall manage the affairs of the Corporation in good faith and in the best interests of the Corporation.

5. The Design and Engineering Board, if constituted, shall focus on internal engineering, design, mechanical, product research, and technical matters and shall not be deemed to possess general corporate authority.

VII

1. No Class A share may be sold, transferred, assigned, pledged, gifted, encumbered, or otherwise disposed of unless:

   a. the proposed disposition has first been approved by a shareholder resolution of the Corporation; and

   b. for so long as the Parent Company holds a controlling interest in the Corporation, the proposed disposition has first been approved by holders of at least sixty six percent (66%) of the Parent Company's voting power.

2. If at any time there is more than one holder of Class A shares, any holder proposing to transfer Class A shares to a third party must first offer those shares to the other Class A holders on substantially the same material terms. The other Class A holders shall have seven (7) days after notice to exercise that right of first refusal.

3. The value of shares for any approved transfer, buyout, redemption, or exit under this Certificate

shall be determined:

a. first, by mutual written agreement of the relevant parties; or

b. failing agreement within seven (7) days, the Board acting in good faith with reference to the Corporation's most recent financial statements, book value, commercial prospects, and any relevant market evidence.

4. No partial public sale of the Corporation's equity shall be made through the existing Class A shares. If any public sale short of a full sale of the Corporation is ever undertaken, it shall be effected only through the lawful creation and issuance of a new share class.

5. The Corporation may issue registered shares only. Share certificates may be issued only if authorized by the Board and only in a form permitted by applicable law.

VIII

1. Dividends or other distributions may be declared by the Board only out of funds, assets, or surplus lawfully available for that purpose.

2. Unless otherwise provided by law, this Certificate, or the characteristics of any future share class, dividends and distributions shall be made:

a. within a class, pro rata according to the number of outstanding shares held; and b. as between classes, in accordance with the rights, preferences, and priorities of those classes.

3. In the absence of any special class rights, all dividends and distributions on Class A shares shall be proportional to Class A ownership.

4. No dividend or distribution shall be declared or paid if doing so would:

a. materially prejudice the Corporation's ability to pay its debts and liabilities as they fall due;

b. unlawfully impair the Corporation's capital or required operational reserves; or c. violate applicable law or this Certificate.

5. Intercompany transfers authorized under this Certificate shall not, by reason only of being transfers, be deemed dividends or shareholder distributions unless expressly declared as such by the Board.

IX

1. Any dispute arising out of or in connection with this Certificate, the governance of the Corporation, or the rights and obligations of the Corporation, its shareholders, directors, or officers, shall first be referred to the Board for good-faith internal resolution for a period of seven (7) days unless urgent equitable relief is reasonably required sooner.

2. If the dispute is not resolved internally, the parties may voluntarily participate in non-binding mediation or conciliation.

3. Nothing in this Certificate shall require any party to submit disputes to binding arbitration, nor shall any provision of this Certificate be construed as depriving any party of access to the courts of the

Commonwealth of Redmont.

4. The Board may adopt, amend, or repeal bylaws of the Corporation by majority vote, provided that such bylaws:

   a. are consistent with this Certificate and applicable law;

   b. regulate only matters properly delegated to bylaws; and
   c. are filed in the Company Docket.

5. In the event of any conflict between the bylaws and this Certificate, this Certificate shall prevail.

X

1. Any shareholder wishing to divest shares shall do so only in accordance with this Certificate and applicable law.

2. If a shareholder becomes permanently incapacitated, that shareholder's shares shall pass to that shareholder's estate or lawful successor, subject to this Certificate, including any transfer restrictions and any right of first refusal.

3. If a shareholder that is a legal entity dissolves, enters receivership, or otherwise ceases lawfully to control or beneficially hold its shares, the Board may require proof of lawful succession, authority, or beneficial ownership before recognizing any successor, transferee, or representative.

4. If a shareholder wishes to exit and no approved third-party transfer is completed, the Corporation or the remaining shareholders may elect to purchase the exiting holders' shares at the valuation determined under Article VII.

5. If at any time holders of at least sixty six percent (66%) of the outstanding voting power approve a bona fide sale of all or substantially all of the outstanding voting shares of the Corporation to a third party, they may require the remaining shareholders to sell on the same material terms, provided at least fourteen (14) days' written notice is given.

6. If at any time a controlling holder proposes to transfer voting shares to a third party, the other holders of that class shall have the right to participate on the same material terms in proportion to their holdings.

7. To the extent permitted by law, if shares are not fully paid and the holder fails to pay the unpaid par value after lawful notice, the Corporation may enforce or forfeit such shares in accordance with this Certificate and applicable law.

XI

1. The Corporation may secure funding through:

   a. capital contributions from the Parent Company or other lawful shareholders;

   b. retained earnings;

   c. intercompany advances or loans;

d. third-party borrowing or debt instruments; and

e. equity issuances authorized in accordance with this Certificate.

2. Any financing arrangement that would materially dilute existing shareholders, create a new class, change shareholder rights, or materially alter the capital structure of the Corporation shall require the approvals set out in this Certificate.
3. Financing decisions shall be made with due regard to the interests of the Corporation and the protection of existing shareholders under this Certificate.
4. The Corporation shall not directly participate in public stock exchange investing as part of its treasury or financing operations except as expressly permitted elsewhere in this Certificate.
5. No financing arrangement shall authorize the use of money owed by the Parent Company to savings account clients in breach of those obligations.

XII

1. This Certificate constitutes the governing agreement of the Corporation and its shareholders.
2. The parties to this Certificate upon incorporation are:

a. *Mercedes Benz*, as the Corporation; and

b. *Barclays Commercial Bank*, as incorporator and initial shareholder.

3. Any person or entity who subsequently acquires shares in the Corporation shall, by virtue of such acquisition, be bound by this Certificate.

XIII

1. The following matters shall require approval by holders of at least sixty six percent (66%) of the total voting power of the outstanding voting shares of the Corporation:

a. issuance of additional shares;

b. creation of any new share class;

c. amendment of this Certificate;

d. merger, consolidation, or sale of substantially all assets of the Corporation;

e. dissolution or winding up of the Corporation;

f. extraordinary financing, restructuring, or recapitalization;

g. any material change to the Corporation's investment restrictions or the authority of the Design and Engineering Board; and

h. any other major corporate action designated by the Board.

2. For so long as the Parent Company holds a controlling interest in the Corporation, each matter listed in Section 1 shall also require prior approval by holders of at least sixty six percent (66%) of the

Parent Company's voting power.

3. The following matters shall require unanimous approval of all outstanding voting shares of the Corporation:

   a. any amendment increasing the personal liability of shareholders;

   b. any amendment eliminating the requirement that the Corporation maintain one or more outstanding voting shares with full voting power;

   c. any amendment or action that would deprive a holder of an existing class of its economic rights other than in accordance with this Certificate; and

   d. any compulsory redemption, forfeiture, or forced transfer of fully paid shares except as expressly permitted by this Certificate or applicable law.

XIV

1. Unless otherwise required by law, the dissolution process may be initiated by the adoption of a resolution advising dissolution by the Board.

2. Such dissolution resolution shall be posted in the Company Docket.

3. Except where dissolution is approved by unanimous written consent of all shareholders, a proposed dissolution resolution must be posted in the Company Docket at least seventy two (72) hours before the shareholder vote takes place.

4. Dissolution must be approved by shareholder resolution of the Corporation with at least a simple majority in approval, unless a higher threshold is required by this Certificate.

5. For so long as the Parent Company remains the controlling shareholder, dissolution shall also require prior approval by holders of at least sixty six percent (66%) of the Parent Company's voting power.

6. The approval or rejection of the dissolution resolution must be posted in the Company Docket.

7. A dissolution resolution may contain and set out the process of winding up, and that process shall be binding so far as it does not conflict with this Certificate or applicable law.

8. The dissolution resolution shall not override this Certificate or the bylaws except to the extent expressly permitted by law.

9. Winding up shall include, at minimum:

   a. ending all contracts as appropriate;

   b. paying off all creditors and debts;

   c. finishing all lawsuits;

   d. liquidating all assets or distributing all assets according to the dissolution resolution and this Certificate; and

   e. by default, distributing remaining value among the shareholders in proportion to their shares.

10. The winding up of the Corporation shall be publicly announced by the Department of Commerce,

and any contractual parties, shareholders, creditors, and other persons with an interest shall be requested to contact the Corporation, its directors, or the DOC.

11. Any person who does not contact the Corporation, its directors, or the DOC within fourteen (14) days following such announcement shall be regarded as giving up any claim voluntarily and permanently, to the fullest extent recognized by applicable law.

12. A fully wound-up Corporation shall file a Certificate of Dissolution in the Company Docket.
13. The Secretary of Commerce or their delegate shall sign the Certificate of Dissolution after verifying that the Corporation has been fully wound up.

14. The Corporation shall end its existence upon the signature of the Certificate of Dissolution posted in the Company Docket.

XV

1. The Corporation shall maintain a public Company Docket in the Company Register under its name, *Mercedes Benz*.

2. The first post in the Company Docket shall be the Incorporated Entity Summary and shall be updated without undue delay to include at least:

   a. the registered name of the Corporation;

   b. the business-plugin name of the Corporation;

   c. the directors of the Corporation;

   d. the officers of the Corporation and their titles;

   e. the latest version of this Certificate;

   f. any ongoing court cases; and

   g. any ongoing regulatory enforcement actions.

3. The Company Docket may designate an individual to receive legal correspondence on behalf of the Corporation. Until a different person is designated in the Company Docket, legal correspondence for the Corporation shall be directed to the person designated by the Parent Company.

4. The Corporation shall maintain a share register in the Incorporated Entity Summary. The initial share register shall show:

   a. Class A – 10,000 authorized – $0.10 par value – 1 vote per share

   b. Registered holder: Barclays Commercial Bank – 10,000 Class A shares

5. All share transfers, director and officer changes, amendments to this Certificate, bylaw filings, and all other filings required for corporate effect shall be posted in the Company Docket and shall take effect when posted unless applicable law provides otherwise.

6. Documents posted to the Company Docket shall be maintained in an immutable and permanent form consistent with applicable law.

XVII

1. The Corporation is a separate legal person, distinct from its shareholders, directors, officers, employees, and other agents.
2. The Corporation shall be solely liable for its own debts, obligations, and liabilities except to the extent liability is expressly assumed by another person under applicable law or contract.
3. No shareholder, director, officer, employee, or other agent of the Corporation shall be liable for the debts, obligations, or liabilities of the Corporation solely by reason of holding that status, except to the extent otherwise provided by law or by an express assumption of liability.

EXECUTION

IN WITNESS WHEREOF, the undersigned individual has executed this Certificate of Incorporation on behalf of the incorporator on the date set forth below.

INCORPORATOR: Barclays Commercial Bank

On behalf of the incorporator,

V_Corleone

Chief Legal Officer

Xth day of May 2026