Certificate of Incorporation

Volt Group, Inc.

1. Name

The name of the Corporation shall be “Volt Group, Inc.”

2. Incorporator

Omegabiebel is the sole incorporator of the Corporation.

3. Nature of the Business

Under §8(7)(a)(iii) of the Legal Entity Act, the Corporation may engage in any lawful act or activity for which corporations may be organized under the laws of Redmont.

4. Board of Directors

(1) The absolute management of the Corporation is vested in the Board of Directors.

(2) The Board of Directors composes up to 1 Director, appointed from time to time by the holders of the Corporation’s voting shares.

(3) Any shareholders holding a combined 20% of voting power in the Corporation may call an election to select new Directors.

5. Bylaws

(1) The Board of Directors may adopt bylaws, subject to this Certificate and the laws of Redmont.

(2) To the fullest extent allowed by law, the bylaws referred to in subsection (1) may provide for any matter relating to the management or governance of the Corporation.

6. Shares

(1) The Board of Directors is authorized to issue—

(1) 20 thousand Class A shares; and

(2) 20 thousand Class B shares.

(2) Each share shall have a par value of $1.

(3) Only Class A shares have voting rights(1 vote per share).

7. Inactivity

(1) Under §8(7)(b)(vi) of the Legal Entity Act, a shareholder who has not joined the DemocracyCraft Minecraft server in the last 30 days forfeits their shares.

(2) A shareholder who forfeits a share under subsection (1) is entitled to be paid par value for that share.

(3) For the purposes of subsection (1), **shareholder** means, in relation to a legal entity, the person who owns the entity's in-game DB firm.

8. Miscellaneous Matters

(1) Disputes arising between members of the Corporation shall be resolved in the courts of Redmont.

(2) Financing arrangements for the Corporation are left at the discretion of the Board of Directors.

(3) To the maximum extent allowed by law, and subject to this Certificate, every shareholders' resolution shall only require majority approval.

(4) Information requested by shareholders is confidential unless waived by the Board of Directors.

Section 9. Incapacitation and Share Transfer

(1) In the event that a stockholder is incapacitated from participating in or exercising rights over the Corporation, all shares held by such stockholder shall automatically transfer to Toad Holdings LLC, a limited liability company organised under the Legal Entity Act of the Commonwealth of Redmont.

(2) For purposes of this Section, "incapacitation" includes, but is not limited to:

(a) Permanent deportation from the Commonwealth of Redmont that results in the forfeiture of all rights to participate in or control entities within the Commonwealth;
(b) Permanent ban from all network and affiliated platforms of DemocracyCraft, prohibiting the individual from accessing the server, participating in courts, events, or having assets distributed per their wishes;
(c) Any other legal, administrative, or disciplinary action that temporarily or permanently prohibits the Transferor from exercising ownership or control over the Corporation.

(3) The transfer contemplated by subsection (1) shall be self-executing and shall occur automatically upon the occurrence of any event described in subsection (2). The transfer takes effect immediately upon the triggering event by operation of this Section itself, and does not require action by the Corporation, its Board of Directors, and Shareholder, or any other party to be effective. From the moment of the triggering event, Toad Holdings LLC shall be the legal and beneficial owner of all shares.

(5) Upon the occurrence of a triggering event, the following persons are hereby authorised and empowered to update the share register and post the required documentation in the Company Docket:

(a) ToadKing, as Manager of Toad Holdings LLC, who is appointed as attorney-in-fact for the Corporation for the limited purpose of documenting the share transfer;
(b) Any director or officer of the Corporation (if any remain after the triggering event);
(c) Any director or officer of any subsidiary of the Corporation (including Vontobel, Inc., Volt Structured Products, Inc., and Volt Bank, Inc.);

(6) Upon completion of the share transfer, Toad Holdings LLC shall have all rights, powers, and privileges of a stockholder, including the right to vote, receive dividends, and exercise all other stockholder rights. The Corporation and all its subsidiaries shall continue their operations without interruption.

(7) This provision is irrevocable and may not be amended or repealed except by unanimous consent of all stockholders holding 100% of the voting power of the Corporation.

(8) This provision is to protect Volt Bank, Inc., a deposit-taking financial institution and subsidiary of the Corporation, from potential seizure or disruption. By ensuring automatic transfer to a designated successor, this provision maintains continuity of ownership and management, protecting depositors and the stability of the financial system.

(9) If the incapacitation is temporary, the transfer shall be reversed when the incapacitation ends.