

# innov8-resources-holdco-cert-of-incorporation-v7.3.10

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## CERTIFICATE OF INCORPORATION

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**INNOV8 RESOURCES, INC.**

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**A Delaware Corporation**

**v7.3.8 / 2026-05-27**

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**CRITICAL TIMING FLAG — §83(b) ELECTIONS:** *The §83(b) election forms for all four Sponsor GPs MUST be prepared simultaneously with this Certificate and filed with the IRS within **30 calendar days** of the date of Class B stock grant. There are no extensions and no cure for a missed filing. Delaware counsel must prepare and calendar all four election forms before the stock issuance date. Each Sponsor GP must sign and mail their own election.*

**CRITICAL TIMING FLAG — FORM 8832:** *Each Program LLC (Program 1 LLC and Program 2 LLC) must file IRS Form 8832 (Entity Classification Election) within **75 days** of the LLC's formation date to elect C-Corp treatment retroactively. If both Program LLCs are formed on the same date as this Corporation's incorporation, both 75-day windows close on the same date. Delaware counsel must calendar both elections at formation.*

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### ARTICLE I — CORPORATE NAME

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The name of this corporation is **INNOV8 RESOURCES, INC.** (the "**Corporation**").

*[Note: Confirm name availability with the Delaware Division of Corporations before filing.]*

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### ARTICLE II — REGISTERED OFFICE AND AGENT

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The address of the Corporation's registered office in the State of Delaware is **16192 Coastal Highway, Lewes, Delaware 19958**. The name of the Corporation's registered agent at such address is **Harvard Business Services, Inc.**

*[Note: Confirm with Delaware counsel if preferred agent differs.]*

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## ARTICLE III – PURPOSE

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The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

Without limiting the foregoing, the Corporation's primary business purposes include:

- (a) Holding membership interests in **Program 1 LLC** and **Program 2 LLC** (and any additional program entities authorized by the Board of Directors), as the managing member of each such entity;
- (b) Serving as the parent holding company and governing entity for the Innov8 Resources drilling and production program structure, overseeing the development, production, and commercialization of helium, hydrogen, carbon dioxide, nitrogen, argon, neon, liquefied natural gas, oil, gas, and other producible gases and hydrocarbons through its program entity subsidiaries;
- (c) Establishing and administering the LP Investor Priority Distribution described in **Article IV, Section 4.5** of this Certificate, ensuring that cash flows from program entities are distributed to LP investors in each Program LLC in accordance with the waterfall set forth herein before any distribution to the Corporation's stockholders; and
- (d) Engaging in all activities incidental, ancillary, or related to the foregoing.

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## ARTICLE IV – AUTHORIZED CAPITAL STOCK

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### Section 4.1 – Authorized Shares

The total number of shares of capital stock that the Corporation is authorized to issue is **15,000,000 shares**, consisting of:

- (a) **10,000,000 shares of Class A Common Stock**, par value \$0.0001 per share ("**Class A Common**"); and
- (b) **5,000,000 shares of Class B Restricted Common Stock**, par value \$0.0001 per share ("**Class B Restricted Common**").

### Section 4.2 – Class A Common Stock – Rights and Preferences

**Holders of Class A Common Stock** shall have the following rights, powers, and preferences:

- (a) **Voting.** Each outstanding share of Class A Common entitles its holder to one (1) vote per share on all matters submitted to a vote of the Corporation's stockholders, including the election of directors, except as otherwise required by the DGCL or this Certificate.
- (b) **Dividends and Distributions.** Subject to Section 4.5 (LP Investor Priority Distribution) and Section 4.6 (Distribution Timeline – First Distribution Available in Q9), holders of Class A Common shall be entitled to receive dividends and distributions if and when declared by the Board of Directors,

on a pari passu basis with holders of vested Class B Restricted Common, after satisfaction of the LP Investor Priority Distribution.

**(c) Liquidation.** Upon any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, after payment or provision for payment of all debts, liabilities, and obligations of the Corporation, and after satisfaction of the LP Investor Liquidation Priority described in Section 4.5(c), the remaining assets shall be distributed pro-rata among all holders of Class A Common and vested Class B Restricted Common in proportion to their respective holdings.

**(d) Issuance.** Class A Common is issuable to **INNOV8 Gases Corporation**, a Wyoming corporation ("**Gases Corp**"), as the Operating Partner, in consideration of Gases Corp's \$27,000,000 Sunk Capital investment in the Project Assets and its obligations under the Drilling and Operating Agreement.

### **Section 4.3 — Class B Restricted Common Stock — Rights and Preferences**

**Holders of Class B Restricted Common Stock** shall have the following rights, powers, and preferences:

**(a) Voting.** Each outstanding share of Class B Restricted Common (whether vested or unvested) entitles its holder to one (1) vote per share on all matters submitted to a vote of the Corporation's stockholders, including the election of directors, except as otherwise required by the DGCL or this Certificate. Voting rights attach from the date of grant, regardless of vesting status.

**(b) Dividends and Distributions — Vested Shares Only.** Holders of Class B Restricted Common shall be entitled to receive dividends and distributions declared by the Board of Directors only with respect to their **vested shares**, on a pari passu basis with holders of Class A Common, subject to Section 4.5 (LP Investor Priority Distribution) and Section 4.6 (Distribution Timeline — First Distribution Available in Q9). No dividend or distribution shall be paid with respect to unvested Class B Restricted Common shares; amounts otherwise attributable to unvested shares shall accumulate and be released to the holder upon vesting of the applicable shares, or, upon forfeiture of such shares, redistributed pro-rata to the remaining holders of Class B Restricted Common (i.e., the other Sponsor GPs whose shares remain outstanding at the time of forfeiture).

**(c) Vesting.** Class B Restricted Common shares vest upon achievement of the **Well Production Milestones** set forth in **Article VI** of this Certificate and more fully described in each holder's Restricted Stock Grant Agreement and in the Stockholders Agreement. Unvested shares are subject to forfeiture and repurchase by the Corporation as described in Section 4.3(e).

**(d) Issuance and Allocation.** Class B Restricted Common is issuable to the **Sponsor GPs** in the following allocations, all unvested at grant:

Holder	Jurisdiction	Shares Authorized for Issuance	% of Total Class B
Helium Hydrogen Holdings LLC	Wyoming LLC	1,200,000	25.0%
Galileo Capital Advisors SA	Swiss société anonyme	1,200,000	25.0%
Bitkove Management (series of Bitkove LLC)	Delaware series LLC	1,200,000	25.0%
Covault Management (series of Covault Capital LLC)	Delaware series LLC	1,200,000	25.0%
<b>Total</b>		<b>4,800,000</b>	<b>100%</b>

*[Note: 4,800,000 Class B issued + 5,200,000 Class A issued to Gases Corp = 10,000,000 total issued shares. Holdco ownership: Gases Corp 52% / Sponsor GPs 48% (12% each). LP investor economics (up to 20% of each Program LLC directly) are not represented at the Holdco share level – LP investors hold direct membership interests in the applicable Program LLC. Confirm exact share counts and proportions with Delaware counsel at formation.]*

**(e) Repurchase Right.** The Corporation holds an irrevocable repurchase right (at the lower of original issue price per share or fair market value at the time of repurchase) on all unvested Class B Restricted Common shares upon the occurrence of any of the following:

*(i) The holder's termination of active affiliation with the Innov8 Resources program structure, whether voluntary or involuntary; (ii) The holder's entity ceasing to exist without a permitted successor under the Stockholders Agreement; (iii) The holder's breach of a material obligation under the Stockholders Agreement or the holder's Restricted Stock Grant Agreement, as determined by the Board of Directors after written notice and a 30-day cure period; or (iv) A "Bad Actor" disqualification event affecting the holder under Rule 506(d) of Regulation D.*

The Corporation's repurchase right shall lapse as to each tranche of shares upon vesting of that tranche pursuant to Article VI.

**Redistribution of Repurchased Shares.** Shares repurchased by the Corporation pursuant to this Section 4.3(e) shall not be held in the Corporation's treasury. Within **30 days** of the repurchase closing, the Board of Directors shall cause the repurchased shares to be redistributed pro-rata to the remaining three Sponsor GP holders of Class B Restricted Common (in proportion to their respective then-outstanding Class B share holdings), at the same original issue price paid by the Corporation in the repurchase. The redistributed shares shall be subject to the same vesting schedule and conditions as the original grant.

### Section 4.4 – Economic Allocation at the Holdco Level

The allocation of voting and economic interests at the Corporation level is **clean 52/48** as among Holdco stockholders (Gases Corp and the Sponsor GPs). **These corporate ownership percentages are fixed and are not diluted by any Program LLC LP raise.**

#### Holdco corporate ownership (fixed):

Stockholder	Class	Shares Issued	% of Holdco
Gases Corp	Class A	5,200,000	<b>52%</b>
Helium Hydrogen Holdings	Class B	1,200,000	12%
GCA	Class B	1,200,000	12%
Bitkove Management	Class B	1,200,000	12%
Covault Management	Class B	1,200,000	12%
<b>Total</b>		<b>10,000,000</b>	<b>100%</b>

*[The remaining 20% of each Program LLC is held by LP investors (Program 2 LLC) or, in the case of Program 1 LLC, retained at the LLC level pre-warrant-exercise (the 10% Lender Warrant is unissued pre-exercise) and held 90% Holdco / 10% Lender post-warrant-exercise – in each case new capital admitted at the LLC level, outside the Holdco cap table. The Corporation's corporate ownership percentages above (52% Class A / 48% Class B) are fixed and are not diluted by the Program 2 LP raise.]*

*[Note: LP investor economics (up to 20% per program) are NOT represented at the Holdco equity level. LP investors hold direct membership interests in the applicable Program LLC. The LP Investor Priority Distribution (Section 4.5) is Holdco's contractual commitment to LP investors to distribute program cash flows in accordance with the agreed waterfall before distributing to Holdco stockholders.]*

### Section 4.5 – LP Investor Priority Distribution

**(a) Policy Statement.** The Corporation, as managing member of each Program LLC, covenants to administer program LLC cash distributions such that LP investors holding direct membership interests in each Program LLC receive the LP Investor Priority Distribution from that Program LLC's distributable cash before the Corporation distributes any program cash flows to its stockholders (Class A or Class B).

**(b) LP Investor Priority Waterfall – Three-Phase Structure.** For each Program LLC's distributable cash (after gross production deductions, Program LLC operating costs, debt service, and reserve funding), distributions are made in one of three Phases determined by cumulative distribution history. The full mechanics – including off-the-top deductions, Distributable Cash definition, Phase determination formulas, distribution frequency, and tracking ledger requirements – are set forth in the Stockholders Agreement, Article VI (Distribution Policy), which controls in all respects. The following is a summary for purposes of the Corporation's governing document:

*All percentages below are % of Distributable Cash at the Program LLC level. The Operating Partner allocation (52%) is fixed across all phases; the non-Operating Partner pool (48%) reallocates between LP Investors and Sponsor GPs according to the waterfall phase.*

**Phase 1 (LP Recovery):** *Operating Partners receive 52%; LP Investors receive 38.4%; Sponsor GPs receive 9.6%. Phase 1 continues until LP Full Recovery (return of contributed capital + 8.0% per annum cumulative preferred return, compounded annually from each LP's contribution date).*

**Phase 2 (Sponsor Catch-Up):** *Operating Partners receive 52%; Sponsor GPs receive 38.4%; LP Investors receive 9.6%. Phase 2 continues until the Sponsor Catch-Up Threshold (cumulative Sponsor GP distributions  $\geq$  28% of cumulative total non-operator distributions from that Program LLC).*

**Phase 3 (Steady State):** *Operating Partners receive 52%; Sponsor GPs receive 28%; LP Investors receive 20%. This is the permanent steady-state allocation and the canonical economic representation of the structure for non-OP investors.*

**(c) LP Investor Liquidation Priority.** In any liquidation, dissolution, or winding up of a Program LLC, LP investors shall be entitled to receive their unreturned contributed capital to that Program LLC, plus accrued and unpaid preferred return at 8.0% per annum, before the Corporation receives any liquidating distribution from that Program LLC.

**(d) Implementation.** These distribution mechanics shall be implemented through: (i) each Program LLC's Operating Agreement; (ii) a written LP Investor Distribution Agreement between the Corporation and each LP investor in each Program LLC; and (iii) the Stockholders Agreement. In the event of conflict among these documents, the LP Investor Distribution Agreement controls as to LP investor rights.

**(e) §1504 Value Test Constraint.** The Board of Directors shall cause each Program LLC's Operating Agreement to reflect plain pro-rata membership interests – no structural liquidation preferences, hard preferred returns, or other priority economic rights embedded at the Program LLC entity level for LP minority members. All LP preferred economics described in this Section 4.5 are implemented as contractual obligations of the Corporation, not as structural preferences at the Program LLC entity level, to preserve the Corporation's eligibility for the §1501 federal consolidated return (requiring  $\geq$ 80% vote and value of each Program LLC). Counsel must confirm §1504 value test compliance at Program LLC formation.

#### **Section 4.6 – Distribution Timeline – First Distribution Available in Q9**

The Board of Directors shall not declare any dividend or authorize any distribution to Holdco stockholders (Class A or Class B) during the **first 8 fiscal quarters** following the Corporation's date of incorporation (the "**Investment Period**," approximately 24 months). The first permissible distribution to Holdco stockholders may be declared beginning in the **9th fiscal quarter** from incorporation. During the Investment Period, all cash flows from Program LLCs shall be applied to: (i) the LP Investor Priority Distribution (Section 4.5); (ii) reinvestment in the drilling program; or (iii)

operational reserves established by the Board. This restriction may be waived only by the affirmative vote of holders of not less than 75% of outstanding Class A and Class B shares, voting together as a single class.

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## ARTICLE V – BOARD OF DIRECTORS

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### Section 5.1 – Board Size

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors (the "**Board**"). The Board shall consist of **seven (7) directors**, unless otherwise fixed by the stockholders in accordance with the Stockholders Agreement. The number of directors shall not be reduced to fewer than three (3) without the written consent of all Sponsor GPs.

### Section 5.2 – Director Designation Rights

**(a) Class A Director Seats.** Holders of Class A Common (currently Gases Corp), acting as a class, shall have the right to designate **four (4) directors** ("**Class A Directors**") to the Board, and to remove any Class A Director only for cause (as required for classified-board directors under **DGCL §141(k)(1)**) and to replace any Class A Director at any time, in each case by the affirmative vote or written consent of the holders of a majority of the voting power of the Class A Common Stock.

**(b) Class B Director Seats.** Holders of Class B Restricted Common (the Sponsor GPs, acting collectively by majority vote of outstanding Class B shares), shall have the right to designate **one (1) director** ("**Class B Director**") to the Board, and to remove the Class B Director only for cause (as required for classified-board directors under **DGCL §141(k)(1)**) and to replace the Class B Director at any time, in each case by the affirmative vote or written consent of the holders of a majority of the voting power of the Class B Restricted Common Stock.

**(c) LP Director Seats.** Holders of LP Investor interests in Innov8 Resources Program 2, LLC (the "**LP Investors**"), acting collectively by the LP Investor Representative designated pursuant to the Stockholders Agreement, shall have the right to designate **two (2) directors** ("**LP Directors**") to the Board, and to remove any LP Director only for cause (as required for classified-board directors under **DGCL §141(k)(1)**) and to replace any LP Director at any time, in each case by action of the LP Investor Representative on behalf of the LP Investors. The LP Director seats are part of the initial seven (7)-director Board and shall remain vacant until designated by the LP Investor Representative upon and following the first closing of LP Investor capital contributions in Innov8 Resources Program 2, LLC.

**(d) Governance Specifics.** Director nomination procedures, vacancy-filling mechanics, quorum requirements, supermajority voting matters, and information rights are set forth in the Stockholders Agreement. In the event of conflict between this Certificate and the Stockholders Agreement, the Stockholders Agreement controls on governance matters.

### Section 5.3 – Inaugural Board of Directors

The name and mailing address of the persons constituting the initial Board of Directors are:

Director	Class	Designated by	Address
Adrian Garcia	Class A	Gases Corp	c/o Innov8 Gases Corporation, 3060 Pegasus Park Dr., Dallas, TX 75247
Skylar Cotton	Class A	Gases Corp	c/o Innov8 Gases Corporation, 3060 Pegasus Park Dr., Dallas, TX 75247
[Class A Director – VACANT, designatable at any time by written designation of the holders of Class A Common pursuant to Section 5.2(a) and the Stockholders Agreement]	Class A	Gases Corp	–
[Class A Director – VACANT, designatable at any time by written designation of the holders of Class A Common pursuant to Section 5.2(a) and the Stockholders Agreement]	Class A	Gases Corp	–
Charles Mui	Class B	Sponsor GPs (Bitkove)	c/o Bitkove, 16192 Coastal Highway, Lewes, DE 19958
[LP Director – VACANT, to be designated by LP Investor Representative upon first Program 2 LP closing]	LP	LP Investors of Program 2 LLC	–
[LP Director – VACANT, to be designated by LP Investor Representative upon first Program 2 LP closing]	LP	LP Investors of Program 2 LLC	–

### ARTICLE VI – WELL PRODUCTION MILESTONE VESTING SCHEDULE

Class B Restricted Common Stock vests upon achievement of the following **Well Production Milestones**, as certified by the Board of Directors following written certification from the applicable certifying party. Milestones M1–M7 cover commercial trigger events through approximately 15 wells across the combined program; Milestones M8–M9 extend vesting through approximately 35 wells to align Sponsor GP incentives with the full aggregate program capitalization (Program 1 \$250M senior secured loan + Program 2 455M–655M capital stack, deployed across Programs 1 and 2 operating in parallel).

Milestone	Trigger Event	Vesting %	Cumulative %	Certifying Party
1	First 3 wells Spud Date (aggregate, all Program LLCs)	8%	8%	Gases Corp drilling engineer
2	First 5 wells Spud Date (aggregate, all Program LLCs)	8%	16%	Gases Corp drilling engineer
3	First 5 wells First Production Date (aggregate, all Program LLCs)	16%	32%	Gases Corp
4	Wells 6–10 Spud Date (aggregate, all Program LLCs)	12%	44%	Gases Corp drilling engineer
5	Wells 6–10 First Production Date (aggregate, all Program LLCs)	12%	56%	Gases Corp
6	Wells 11–15 Spud Date (aggregate, all Program LLCs)	12%	68%	Gases Corp drilling engineer
7	Wells 11–15 First Production Date — <b>Program Completion</b> (aggregate, all Program LLCs)	12%	80%	Gases Corp
8	Wells 16–25 First Production Date (aggregate, all Program LLCs)	10%	90%	Gases Corp
9	Wells 26–35 First Production Date — <b>Full Vest Completion</b> (aggregate, all Program LLCs)	10%	100%	Gases Corp

*[Note: Well counts are aggregate across all Program LLCs owned by Holdco (Program 1 LLC, Program 2 LLC, and any additional Program LLC authorized under the Stockholders Agreement). A well drilled under any Program LLC counts toward the aggregate milestone total. The milestones are not program-specific — full vesting may be achieved through any combination of wells across programs running contiguously. These are Well Production Milestones only — NOT AUM or capital-raise milestones. ORRI is fully released at Milestone 7 (Program Completion); Milestones 8 and 9 are stock-vest-only events with no ORRI conditioning.]*

**Definitions:**

- **"Spud Date"** means, with respect to any well, the date on which Gases Corp's designated drilling engineer certifies commencement of rotary drilling operations at the wellsite, as evidenced by a written certification delivered to the Board within 5 business days of the event.
- **"First Production Date"** means, with respect to any well, the first date on which the well produces gas or hydrocarbons that are metered and delivered to a purchaser or pipeline, as certified by Gases Corp to the Board in writing within 5 business days.

- **"Program Completion"** means the date on which 15 aggregate wells (across all Program LLCs) have achieved their First Production Date (Milestone 7 trigger), as certified by the Board following Gases Corp's written certification. Program Completion is the ORRI Full Release event — all ORRI tranches are fully operative from this date forward.
- **"Full Vest Completion"** means the date on which 35 aggregate wells (across all Program LLCs) have achieved their First Production Date (Milestone 9 trigger), as certified by the Board following Gases Corp's written certification. Full Vest Completion is the Class B stock full-vest event — all 100% of each Sponsor GP's Class B Restricted Common shares are vested from this date forward.

**Accelerated Vesting.** All unvested Class B Restricted Common shares shall vest immediately and automatically upon: (i) a Change of Control of the Corporation (as defined in the Stockholders Agreement); or (ii) a sale of all or substantially all of the assets of any Program LLC resulting in liquidation of that Program LLC, where such liquidation would permanently reduce the aggregate achievable well count below the then-remaining Milestone threshold. Full accelerated vesting terms are set forth in each holder's Restricted Stock Grant Agreement.

**Cascading Catch-Up.** If the Corporation achieves a Milestone at a date when a prior Milestone had not been achieved (a "gap close"), all prior unachieved Milestones shall be deemed achieved simultaneously, and the shares attributable to all such Milestones shall vest simultaneously.

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## ARTICLE VII — LIMITATION OF DIRECTOR LIABILITY

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To the fullest extent permitted by the DGCL, as it exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders;
- (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) under Section 174 of the DGCL (unlawful dividends, stock repurchases, or redemptions); or
- (d) for any transaction from which the director derived an improper personal benefit.

No amendment to or repeal of this Article VII, and no adoption of any provision of this Certificate inconsistent with this Article VII, shall eliminate or reduce the protection afforded by this Article VII with respect to any act or omission occurring prior to such amendment, repeal, or adoption.

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## ARTICLE VIII — INDEMNIFICATION

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The Corporation shall indemnify, to the fullest extent authorized or permitted by the DGCL as it may be amended from time to time, each person who is or was made a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal,

administrative, or investigative, by reason of the fact that such person is or was a director or officer of the Corporation. Such indemnification shall cover all expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding.

The Corporation may, to the fullest extent permitted by applicable law, purchase and maintain insurance on behalf of any director or officer, regardless of whether the Corporation would have the power to indemnify such person under the DGCL.

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## ARTICLE IX – PREEMPTIVE RIGHTS WAIVER

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No stockholder of the Corporation shall have any statutory preemptive right to subscribe for, purchase, or receive any shares of capital stock of the Corporation or any securities convertible into or exchangeable for shares of capital stock of the Corporation, whether now or hereafter authorized. All statutory preemptive rights are hereby expressly waived.

*[Note: Contractual rights of first refusal on transfers (Stockholders Agreement §§8.2 and 8.3), tag-along rights (§8.3(c)), drag-along rights (§8.4), rights of first refusal on Future Capital Programs (§8.6), and Board-level supermajority protections on new issuances of Holdco equity (Stockholders Agreement §4.3(d); this Certificate §X(a) class-vote requirement) are set forth in the Stockholders Agreement and this Certificate and are not affected by this waiver of statutory preemptive rights.]*

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## ARTICLE X – AMENDMENT

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The Corporation reserves the right to amend, alter, change, or repeal any provision of this Certificate, in the manner now or hereafter prescribed by the DGCL, and all rights conferred upon stockholders herein are granted subject to this reservation; **provided, however, that:**

**(a)** No amendment to Article IV (Authorized Capital Stock) shall be effective without the written consent of the holders of a majority of the outstanding shares of each class of capital stock voting separately as a class;

**(b)** No amendment to Article VI (Well Production Milestone Vesting Schedule) shall be effective without the written consent of the holders of a majority of the outstanding Class B Restricted Common shares; and

**(c)** No amendment to Section 4.5 (LP Investor Priority Distribution) shall be effective without the written consent of LP investors holding a majority of direct LP membership interests in all Program LLCs in the aggregate, to be obtained through the procedure set forth in the Stockholders Agreement.

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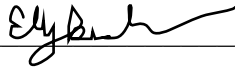
## ARTICLE XI – INCORPORATOR

The name and mailing address of the sole incorporator of the Corporation are:

Name	Address
Ely Beckman	c/o Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Delaware 19958

*[Drafting note (v7.3.4 – Path A – Sole Incorporator → Sole Initial Director → 3-director Day-1 Board): Ely Beckman serves as Sole Incorporator solely to execute and file this Certificate, and immediately thereafter resigns by executing the Sole Incorporator's Written Consent appointing himself as Sole Initial Director, who then adopts the Initial Board's Written Consent (electing the 3-director Day-1 Board: Adrian Garcia and Skylar Cotton as Class A Directors designated by Gases Corp; Charles Mui as the Class B Director designated by the Sponsor GPs (Bitkove)). Two (2) Class A Director Seats and two (2) LP Director Seats remain authorized but vacant Day-1, fillable without amendment to this Certificate per Section 5.2(a)/(c). All four documents (Cert filing, Incorporator's Consent, Sole Initial Director's Consent, Stockholders' Consent electing successor Board) should be calendared by Delaware counsel for execution on the same date.]*

I, the undersigned, being the incorporator named in Article XI, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly have hereunto set my hand this 29th day of May, 2026.



**Ely Beckman**, Incorporator

*This Certificate of Incorporation is a v7.3.8 execution-ready draft. Director mailing addresses for the three (3) Day-1 seated Directors are populated in §5.3 (Adrian Garcia and Skylar Cotton at the Innov8 Gases Dallas address; Charles Mui at the Bitkove registered agent address per his Class B designation). Only signature and date for the Sole Incorporator (Ely Beckman) and the three Day-1 Directors remain to be populated at execution. The two (2) authorized-but-vacant Class A Director Seats and the two (2) authorized-but-vacant LP Director Seats per §5.3 may be filled at any time per §5.2 without further amendment to this Certificate. **CRITICAL TIMING FLAG – §83(b)**: elections for all four Sponsor GPs **MUST** be filed within 30 calendar days of Class B stock issuance (target deadline: June 26, 2026 if issued on the May 27, 2026 effective date). **CRITICAL TIMING FLAG – Form 8832**: elections for each Program LLC **MUST** be filed within 75 days of LLC formation (target deadline: August 10, 2026 if formed on May 27, 2026). Counsel review items (§1501 consolidated return mechanics, §1504 value test, Pattern A single-day Closing sequencing) tracked in `innov8-resources-counsel-review-memo-v7.3.8.md`.*