

DRILLING AND OPERATING AGREEMENT

INNOV8 GASES CORPORATION (Agent Operator)

**Innov8 Resources Program 1, LLC and Innov8 Resources Program 2, LLC
(Program Entities)**

v7.3.8 / 2026-05-27

***STRUCTURAL NOTE:** This Agreement establishes INNOV8 Gases Corporation ("**Gases Corp**") as the agent operator for the Program 1 and Program 2 drilling programs on behalf of the Program Entities (Program 1 LLC and Program 2 LLC). Gases Corp retains legal title to all working interests and mineral leases (the "Project Assets"). The Program Entities hold contractual rights to production revenue – not legal title to working interests. This structure preserves the ORRI's enforceability (granted by Gases Corp as WI holder) and avoids complications from conveying fractional WI title to multiple Program LLCs. The Program Entities are not WI owners; they are contractual revenue beneficiaries.*

PREAMBLE

This **Drilling and Operating Agreement** (this "**Agreement**" or "**DOA**") is entered into as of May 27, 2026 (the "**Effective Date**"), by and among:

- (a) INNOV8 GASES CORPORATION**, a Wyoming corporation ("**Gases Corp**" or the "**Agent Operator**"), the holder of all working interests and mineral leases comprising the Project Assets;
- (b) Innov8 Resources Program 1, LLC**, a Delaware limited liability company ("**Program 1**"), managed by Innov8 Resources, Inc. as managing member; and
- (c) Innov8 Resources Program 2, LLC**, a Delaware limited liability company ("**Program 2**"), managed by Innov8 Resources, Inc. as managing member.

Program 1 and Program 2 are each individually a "**Program Entity**" and collectively the "**Program Entities**." Gases Corp and the Program Entities are collectively the "**Parties**."

RECITALS:

WHEREAS, Gases Corp holds approximately \$27,000,000 in sunk capital invested in working interests and mineral leases on the Pinta Dome, Concho Dome/Amos Wash, Woodruff, and Puerco Ridge formations in Apache County and Navajo County, Arizona (the "**Project Assets**"), and has de-risked these assets for development;

WHEREAS, Gases Corp holds or expects to acquire an interest in certain additional mineral or leasehold interests located in Val Verde County, Texas (the "**Texas Project Assets**"), with specific formation, acreage, and lease boundaries to be set forth in the applicable lease assignment documents and subject to review by Texas O&G counsel, which the Parties intend to include within the scope of this Agreement or a Future Program Agreement as designated by the Board of Directors of Innov8 Resources, Inc.;

WHEREAS, the Program Entities have been formed as Delaware LLCs to finance the drilling and development of, respectively, the Program 1 15-well program and the Program 2 100-well expansion program on the Project Assets, and have elected (or will elect) to be treated as corporations for federal tax purposes under Form 8832;

WHEREAS, Gases Corp will serve as agent operator for both Programs, managing all drilling, completion, production, and revenue collection activities on behalf of the Program Entities;

WHEREAS, the Parties desire to establish a clear contractual framework governing: (i) Gases Corp's operating obligations and authority; (ii) the flow of production revenue from Gases Corp to the Program Entities; (iii) the Program Entities' capital funding obligations; and (iv) the ORRI pass-through mechanics;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

ARTICLE I – DEFINITIONS

"**AFE**" means an Authorization For Expenditure submitted by Gases Corp to the Program Entity(ies) for approval before incurring capital expenditures above the AFE Threshold.

"**AFE Threshold**" means \$3,000,000 per well per phase (reference: per-well cost approximately \$2,473,937 per the 5-well program AFE; threshold set at approximately 120% of per-well budget to capture material variance for Board sign-off). The AFE Threshold may be adjusted prospectively by Holdco Board resolution upon annual review.

"**Agent Operator**" means Gases Corp in its capacity as agent and field operator for the Program Entities under this Agreement.

"**Annual Operating Budget**" has the meaning set forth in Section 3.3.

"**Authorization For Expenditure**" has the meaning set forth in "AFE" above.

"**Capital Expenditure**" means any expenditure for drilling, completion, workover, or infrastructure in connection with the Program Assets.

"Completion Costs" means the tangible and intangible completion costs incurred in connection with completing a drilled well, including but not limited to casing, completion unit, wireline, stimulation, water, rentals, trucking, supervision, pumpjack, production tanks, and contingency (per AFE schedule).

"DOA" or "Drilling and Operating Agreement" has the meaning set forth in the Preamble.

"Drilling Costs" means the intangible and tangible drilling costs incurred in connection with spudding and drilling a well to target depth, including but not limited to administrative overhead, surveyor permits, geoscience, road and pad, land lease, roustabout, contingency, drilling and mobilization, drill bits, rental equipment, rig fuel, mud, cementing, surface and intermediate casing (per AFE schedule).

"Effective Date" has the meaning set forth in the preamble.

"Escrow Account" has the meaning set forth in Section 4.2.

"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.

"Force Majeure Event" means any event beyond a Party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government action, strikes not involving Gases Corp employees, and equipment failures not attributable to Gases Corp's negligence, that prevents performance of obligations under this Agreement.

"Gross Production Revenue" means the gross proceeds actually received by Gases Corp from gas purchasers for production from the Project Assets, measured at the wellhead or first point of sale, before any deduction for royalties (other than the Arizona state royalty [OR], which is paid by the purchaser directly to the Arizona State Land Department and is not received by Gases Corp), production costs, or other burdens. For the avoidance of doubt: (i) the ORRI (2.5% of gross wellhead proceeds from Program Assets, 0.625% per Sponsor GP) is paid directly by the gas purchaser to the Sponsor GPs as ORRI holders — it is never received by Gases Corp and is not a deduction from GPR; GPR reflects only proceeds that Gases Corp actually receives, which are net of the ORRI amount the purchaser has already paid directly to the ORRI holders; and (ii) the Arizona state royalty [OR] and the ORRI are separate instruments — [OR] runs to the State and is paid by the purchaser to the State; ORRI runs to the Sponsor GPs and is paid by the purchaser directly to them.

"Holdco" means Innov8 Resources, Inc., the managing member of each Program Entity.

"IDC" or "Intangible Drilling Costs" means drilling costs that do not result in salvageable assets, deductible under IRC § 263(c) at the entity level for federal income tax purposes (in the corporate C-Corp structure, deductible by the Program Entity's consolidated group, not passed through to investors).

"Lease Operating Expenses" or "LOE" means recurring costs of operating producing wells, including labor, chemicals, water disposal, compression, and maintenance.

"Milestone" has the meaning set forth in the Holdco Stockholders Agreement (9 well production milestones from Wells 1–3 Spud through Wells 26–35 First Production, aggregated across all Programs).

"Net Production Revenue" means Gross Production Revenue less: (i) Lease Operating Expenses; (ii) applicable severance and production taxes; and (iii) Gases Corp's Operating Fee.

"Operating Fee" means the fee payable to Gases Corp for its agent operator services, as set forth in Section 5.1.

"ORRI" means the 2.5% overriding royalty interest granted by Gases Corp to the four Sponsor GPs (0.625% each) pursuant to the ORRI Assignment (a standalone real property instrument). The ORRI is a real property interest in the Project Assets held at the Gases Corp/property level.

"Program 1" has the meaning set forth in the preamble.

"Program 2" has the meaning set forth in the preamble.

"Program Assets" means, for Program 1: the 15-well drilling program on the Project Assets; and for Program 2: the 100-well expansion program on the Project Assets.

"Program Entity" has the meaning set forth in the preamble.

"Project Assets" has the meaning set forth in the Recitals: the Pinta Dome, Concho Dome/Amos Wash, Woodruff, and Puerco Ridge formations in Apache County and Navajo County, Arizona. For the avoidance of doubt, the Texas Project Assets are not included in "Project Assets" until designated by the Board pursuant to a Future Program Agreement.

"Texas Project Assets" means the mineral or leasehold interests located in Val Verde County, Texas, as described in the Recitals, as may be further defined or expanded by Board designation prior to a Future Program closing.

"Revenue Account" has the meaning set forth in Section 4.1.

"Spud Date" means the date on which Gases Corp's designated drilling engineer certifies commencement of rotary drilling at the wellsite.

ARTICLE II – APPOINTMENT OF AGENT OPERATOR

Section 2.1 – Appointment

Each Program Entity hereby appoints Gases Corp as its exclusive agent operator for all activities relating to the Program Assets allocated to that Program Entity, and grants Gases Corp full authority to conduct all drilling, completion, production, marketing, and administrative activities in connection with such Program Assets, subject to the oversight and approval rights reserved herein.

Section 2.2 – Agency Relationship

Gases Corp acts as agent for the Program Entities for purposes of this Agreement. Gases Corp's actions as agent operator are binding on the Program Entities to the extent within the scope of Gases Corp's authority under this Agreement. Gases Corp does not, by virtue of this Agreement, become a partner, member, or co-venturer of the Program Entities.

Section 2.3 – Title to Working Interests

Legal title to all working interests and mineral leases comprising the Project Assets remains in the name of Gases Corp. Gases Corp holds such title as the operating company and WI owner. The Program Entities hold no legal title to working interests or mineral leases. The Program Entities' economic interest is limited to: (i) the right to receive Net Production Revenue from Gases Corp attributable to the Program Assets, as set forth in Article IV; and (ii) the rights under this Agreement.

Section 2.4 – ORRI – Not a Program Entity Obligation

The ORRI (2.5% of Gross Production Revenue, payable to the four Sponsor GPs) is a real property interest granted by Gases Corp to the Sponsor GPs as WI holders. The ORRI is paid directly by gas purchasers to the ORRI holders. The ORRI:

- (a)** Never flows through any Program Entity;
- (b)** Is not a deduction from funds that the Program Entities receive from Gases Corp;
- (c)** Is not a Program Entity obligation – it is a Gases Corp/property-level obligation;
- (d)** Is not affected by the formation of the Program Entities or by this Agreement; and
- (e)** Survives the LP→C-Corp structural conversion and this Agreement without re-execution of the ORRI Sub-Assignments.

Gross Production Revenue as used in this Agreement reflects actual proceeds received by Gases Corp after the gas purchaser has already paid the ORRI directly to ORRI holders.

ARTICLE III – OPERATING OBLIGATIONS

Section 3.1 – General Operating Obligations

As Agent Operator, Gases Corp shall:

- (a)** Conduct all drilling, completion, workover, and production operations on the Program Assets in accordance with good oil and gas field practices, applicable law, and the approved Annual Operating Budget;
- (b)** Maintain all working interests, mineral leases, surface use agreements, and permits comprising the Project Assets in good standing, including timely payment of rentals, royalties, and surface use fees;

- (c) Market and sell all gas, helium, hydrogen, and other producible gases from Program wells, including negotiating offtake agreements on commercially reasonable terms;
- (d) Collect all production revenues from gas purchasers and distribute Net Production Revenue to the Program Entities as provided in Article IV;
- (e) Maintain accurate books and records for all Program Assets and provide the Program Entities with all information required by their Operating Agreements;
- (f) Comply with all applicable federal, state, tribal, and local environmental laws and regulations applicable to the Project Assets;
- (g) Obtain and maintain all required permits, authorizations, and environmental compliance certificates; and
- (h) Promptly notify the Program Entities and Holdco of any material event affecting the Program Assets, including well failures, equipment damage, environmental incidents, and regulatory actions.

Section 3.2 – Drilling Program

- (a) **Program 1 Wells.** Gases Corp shall drill, complete, and bring to production the 15 Program 1 wells in accordance with the AFE schedule, the approved Annual Operating Budget, and the Milestone schedule. Gases Corp shall deliver AFEs for each Program 1 well (or well batch) to the Program 1 managing member (Holdco) for approval before commencing drilling. AFEs shall be consistent with the per-well cost structure set forth in the Program 1 AFE schedule (approximately \$2,473,937 per well, 5-well program savings \$185,000/well; reference: AFE_for_Wells.csv).
- (b) **Program 2 Wells.** Gases Corp shall drill, complete, and bring to production the 100 Program 2 wells (wells 16–115) in accordance with the approved Program 2 budget, AFE schedule, and Milestone schedule approved by Holdco. Program 2 drilling commences upon: (i) Program 2 LLC capitalization reaching the minimum threshold set by Holdco; and (ii) Holdco Board approval of Program 2 commencement.

Section 3.3 – Annual Operating Budget

Gases Corp shall prepare and submit to each Program Entity's managing member (Holdco), at least **60 days** before the commencement of each fiscal year, a proposed **Annual Operating Budget** covering all planned Capital Expenditures, Lease Operating Expenses, and other costs for the upcoming year. The Annual Operating Budget becomes effective upon Holdco Board approval. Gases Corp may not incur expenditures in excess of the approved Annual Operating Budget without prior Holdco approval, except for: (i) emergency expenditures required to prevent well blowout, fire, or environmental release; and (ii) expenditures within the AFE Threshold on a per-well basis.

Section 3.4 – Reporting Obligations

Gases Corp shall provide to each Program Entity's managing member (Holdco):

- (a) Within **15 days** of each month end: monthly production report (wells producing, Mcf produced by gas type, revenue received from gas purchasers, ORRI amounts paid to ORRI holders);
 - (b) Within **30 days** of each quarter end: quarterly operational report (drilling progress, completions, workover activity, lease compliance status, environmental status);
 - (c) Within **5 business days** of any Spud Date or First Production Date: written certification of the Milestone achievement, sufficient for Holdco to certify to stockholders under the Stockholders Agreement; and
 - (d) Promptly: notice of any well failure, environmental incident, regulatory action, or material equipment failure.
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ARTICLE IV – REVENUE FLOW MECHANICS

Section 4.1 – Revenue Account

Gases Corp shall maintain a separate bank account (the "**Revenue Account**") for each Program Entity, into which Gases Corp shall deposit the Net Production Revenue attributable to that Program Entity's wells within **5 business days** of receipt from gas purchasers. The Revenue Account for each Program Entity shall be:

- (a) Held in Gases Corp's name for the benefit of the applicable Program Entity;
- (b) Segregated from Gases Corp's operating accounts;
- (c) Subject to audit by each Program Entity at any time upon reasonable notice; and
- (d) Reported to each Program Entity monthly per Section 3.4(a).

Section 4.2 – Escrow Account – Capital Contributions

Each Program Entity shall maintain a separate bank account (the "**Escrow Account**") into which LP Investor capital contributions are received. At Capital Close (as defined in each Program Entity's Operating Agreement), the Escrow Account funds are released to Gases Corp as capital calls for drilling and completion costs, in accordance with the approved AFEs and Annual Operating Budget.

Section 4.3 – Revenue Distribution to Program Entities

Gases Corp shall transfer Net Production Revenue from the Revenue Account to each Program Entity on a **monthly basis**, within 10 business days of each month end, together with the monthly production report required under Section 3.4(a). Each transfer shall be accompanied by a revenue statement showing:

- (a) Gross Production Revenue received from gas purchasers;
- (b) ORRI amounts paid directly by gas purchasers to ORRI holders (noted for informational purposes – not deducted from amounts paid to Program Entities, as ORRI is a purchaser-level payment);

- (c) Royalties and severance taxes deducted;
- (d) Lease Operating Expenses deducted;
- (e) Gases Corp Operating Fee deducted; and
- (f) Net Production Revenue transferred to Program Entity.

Section 4.4 – Capital Calls from Program Entities

Each Program Entity shall fund its allocable share of Capital Expenditures by transferring capital to Gases Corp's designated drilling account within **10 business days** of each approved AFE or Annual Operating Budget capital call. Capital calls shall be apportioned between Program Entities based on the proportion of wells being drilled for each Program in the relevant period. Failure by a Program Entity to fund a capital call within the required timeframe is an event of default under this Agreement.

Section 4.5 – Holdco Capital Backstop

If any Program Entity lacks sufficient capital to fund a capital call, Gases Corp shall notify Holdco, and Holdco shall have **15 business days** to fund the shortfall through the Capital Call Backstop mechanism in the Holdco Stockholders Agreement. If Holdco does not fund within 15 business days, Gases Corp may: (i) suspend drilling operations for the affected Program; or (ii) exercise any rights available under applicable law.

ARTICLE V – GASES CORP OPERATING FEE AND REIMBURSEMENT

Section 5.1 – Operating Fee

In consideration of Gases Corp's agent operator services under this Agreement, each Program Entity shall pay Gases Corp a monthly **Operating Fee** equal to **3.5%** of the Gross Production Revenue from that Program's wells during the relevant month (the "**Operating Fee**"). The Operating Fee is deducted by Gases Corp from Gross Production Revenue before calculating Net Production Revenue payable to the Program Entity.

[Note: The 3.5% Operating Fee sits in the lower-middle of the 3–5% market range for non-affiliated agent operators on private O&G JVs of similar size and complexity in Arizona. The rate may be adjusted prospectively by mutual written agreement between Gases Corp and the Holdco Board.]

Section 5.2 – Expense Reimbursement

In addition to the Operating Fee, each Program Entity shall reimburse Gases Corp for all direct, documented out-of-pocket costs incurred in connection with operating the Program Assets, including Lease Operating Expenses, permit fees, royalty payments (excluding ORRI), environmental compliance costs, and insurance premiums, all as set forth in the approved Annual Operating Budget or approved AFE.

Section 5.3 – No Markup on Pass-Through Costs

Gases Corp shall not mark up or add overhead charges to reimbursable pass-through costs (royalties, severance taxes, environmental permit fees, vendor invoices) beyond the Operating Fee. All pass-through costs shall be billed to Program Entities at actual cost.

ARTICLE VI – INSURANCE

Section 6.1 – Required Insurance

Gases Corp shall maintain at all times during the term of this Agreement:

- (a)** Commercial general liability insurance with limits of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate;
- (b)** Drilling and well control insurance (control of well / blowout preventer insurance) for all active drilling operations, with limits of at least \$25,000,000;
- (c)** Workers' compensation insurance as required by applicable law;
- (d)** Environmental liability insurance with limits of at least \$5,000,000 in the aggregate; and
- (e)** Such other insurance as is customary for operators of similar projects in Arizona.

Section 6.2 – Additional Insured

Each Program Entity shall be named as an additional insured on Gases Corp's commercial general liability, drilling, and environmental liability policies.

ARTICLE VII – REPRESENTATIONS AND WARRANTIES

Section 7.1 – Gases Corp Representations

Gases Corp represents and warrants as of the Effective Date:

- (a)** Gases Corp is a Wyoming corporation in good standing, with full power and authority to enter into this Agreement and perform its obligations hereunder.
- (b)** Gases Corp holds valid, defensible title to the working interests and mineral leases comprising the Project Assets, free and clear of all liens, encumbrances, or claims other than those described in the ORRI Assignment and the applicable senior secured loan documents.
- (c)** The Project Assets are in good standing — all rentals, royalties, surface fees, and permit fees are current.

(d) There is no pending or threatened litigation, regulatory action, or claim against Gases Corp or the Project Assets that would materially affect Gases Corp's ability to perform its obligations under this Agreement.

(e) The ORRI granted to the Sponsor GPs (0.625% per GP, 2.5% aggregate) is valid, recorded or to be recorded in Apache and Navajo Counties, Arizona, and is senior to all claims of the Program Entities and any senior secured lender under this Agreement.

Section 7.2 – Program Entity Representations

Each Program Entity represents and warrants as of the Effective Date:

(a) It is a Delaware LLC in good standing with full power and authority to enter into this Agreement.

(b) It has sufficient capital commitments from its members to fund its initial AFE capital calls.

(c) Its Form 8832 election has been or will be timely filed within 75 days of its formation.

ARTICLE VIII – DEFAULT AND REMEDIES

Section 8.1 – Events of Default

The following constitute events of default under this Agreement:

(a) By Gases Corp: (i) material failure to perform drilling obligations in accordance with the approved schedule, continuing for more than 30 days after written notice; (ii) misappropriation of Program Entity funds from the Revenue Account; (iii) willful misconduct or fraud; (iv) Gases Corp's insolvency or bankruptcy.

(b) By a Program Entity: (i) failure to fund an approved AFE or capital call within 10 business days; (ii) the Program Entity's dissolution or insolvency; (iii) an unauthorized Transfer of the Program Entity's interests.

Section 8.2 – Remedies

(a) Upon a Gases Corp event of default, each Program Entity may: (i) remove Gases Corp as Agent Operator and appoint a replacement operator; (ii) seek specific performance of Gases Corp's obligations; and (iii) seek damages for documented losses.

(b) Upon a Program Entity event of default, Gases Corp may: (i) suspend drilling operations for the affected Program; (ii) withhold Net Production Revenue from the defaulting Program Entity pending cure; and (iii) seek damages for documented losses. Suspension of drilling for one Program Entity does not affect Gases Corp's obligations to the non-defaulting Program Entity.

ARTICLE IX – TERM AND TERMINATION

Section 9.1 – Term

This Agreement is effective as of the Effective Date and continues until:

- (a) All Program 1 and Program 2 wells have ceased commercial production and all Program Entity obligations have been satisfied; or
- (b) All Parties agree in writing to terminate.

Section 9.2 – Termination for Cause

Either Program Entity may terminate this Agreement as to itself upon 90 days' written notice to Gases Corp following a Gases Corp event of default that has not been cured within the applicable cure period.

Section 9.3 – Transition on Termination

Upon termination of Gases Corp's role as Agent Operator, Gases Corp shall cooperate fully in transitioning operating responsibilities to a successor operator, including: (i) transferring all well data, production records, regulatory files, and permits; (ii) facilitating conveyance of working interest title to a successor entity (subject to ORRI); and (iii) settling all Revenue Account balances within 30 days.

ARTICLE X – FORCE MAJEURE

Section 10.1 – Force Majeure

No Party shall be liable for failure to perform obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, provided that: (a) the affected Party promptly notifies the other Parties; (b) the affected Party uses commercially reasonable efforts to resume performance as soon as practicable; and (c) the Force Majeure Event genuinely prevents performance. A Force Majeure Event does not excuse Gases Corp's obligation to maintain the ORRI or to remit Net Production Revenue for production already received and sold.

ARTICLE XI – GOVERNING LAW AND DISPUTES

Section 11.1 – Governing Law

This Agreement is governed by the laws of the State of **Arizona** with respect to all matters relating to the Project Assets, working interests, mineral leases, and production operations. All other matters are governed by the laws of the State of Delaware. With respect to the Texas Project Assets and any drilling or production operations conducted in the State of Texas, matters relating to real property rights,

mineral rights, and lease obligations shall be governed by the laws of the State of **Texas**; all corporate and non-real-property matters pertaining to any Future Program utilizing the Texas Project Assets shall be governed by the laws of the State of Delaware.

Section 11.2 – Dispute Resolution

Disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. Notwithstanding the foregoing, disputes involving Arizona mineral rights, working interests, or mineral leases (including the Project Assets) shall be subject to the exclusive jurisdiction of the Arizona Superior Court for Apache County or Navajo County, as applicable. Disputes involving Texas mineral rights, working interests, or mineral leases (including the Texas Project Assets, once designated) shall be subject to the exclusive jurisdiction of the applicable Texas District Court for Val Verde County, Texas – Texas courts have exclusive jurisdiction over disputes arising from real property interests governed by Texas law.

ARTICLE XII – MISCELLANEOUS

Section 12.1 – Entire Agreement

This Agreement, together with the Holdco Stockholders Agreement, the Program 1 LLC Operating Agreement, and the Program 2 LLC Operating Agreement, constitutes the entire agreement among the Parties with respect to the operation of the Program Assets and the flow of production revenues.

Section 12.2 – Amendment

This Agreement may be amended only by a written instrument signed by all Parties.

Section 12.3 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force.

Section 12.4 – Counterparts

This Agreement may be executed in counterparts. Electronic signatures shall have the same legal effect as original ink signatures.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Drilling and Operating Agreement as of the Effective Date.

INNOV8 GASES CORPORATION (Agent Operator)

By: _____

Name: Adrian Garcia

Title: Chief Executive Officer

Address: 3060 Pegasus Park Dr., Dallas, TX 75247

Email: [Email – to be provided]

Date: _____

Innov8 Resources Program 1, LLC (Program Entity)

By: INNOV8 RESOURCES, INC., as Managing Member

By: _____

Name: Ely Beckman

Title: Chief Executive Officer / President, Innov8 Resources, Inc.

Address: 16192 Coastal Highway, Lewes, Delaware 19958

Email: [Email – to be provided]

Date: _____

Innov8 Resources Program 2, LLC (Program Entity)

By: INNOV8 RESOURCES, INC., as Managing Member

By: _____

Name: Ely Beckman

Title: Chief Executive Officer / President, Innov8 Resources, Inc.

Address: 16192 Coastal Highway, Lewes, Delaware 19958

Email: [Email – to be provided]

Date: _____
