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SUBSCRIPTION PACK

INNOV8 RESOURCES, INC.

PROGRAM 2 — 100-WELL EXPANSION DRILLING PROGRAM (Wells 16–115)

OFFERING OF MEMBERSHIP INTERESTS IN PROGRAM 2 LLC *(A Delaware Limited Liability Company — Subsidiary of Innov8 Resources, Inc.)*

LP Investor Capital Target: $300,000,000 – $400,000,000 *(representing up to 20% aggregate membership interests in Program 2 LLC, including Sukuk SPV allocation)*

Minimum Investment: $500,000 *(Anchor LP Designation: $5,000,000 | Major Anchor LP Designation: $10,000,000)*

Offering Exemption: Rule 506(b), Regulation D, Securities Act of 1933 Accredited Investors Only — No General Solicitation Accredited Investor Self-Certification

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v7.3.8 | 2026-05-27

THIS SUBSCRIPTION PACK DOES NOT CONSTITUTE A PRIVATE PLACEMENT MEMORANDUM. THIS PACK PROVIDES SUMMARY INFORMATION TO ENABLE PROSPECTIVE INVESTORS TO EVALUATE A DIRECT MEMBERSHIP INTEREST IN PROGRAM 2 LLC AND TO EXECUTE THE SUBSCRIPTION AGREEMENT CONTAINED HEREIN. PROSPECTIVE INVESTORS SHOULD READ THIS PACK IN ITS ENTIRETY AND CONSULT WITH THEIR OWN LEGAL, TAX, AND FINANCIAL ADVISORS BEFORE INVESTING.

THIS OFFERING HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION. THE SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE MERITS OR ACCURACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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PART I — IMPORTANT NOTICES AND DISCLAIMERS

1.1 Nature of This Offering

Innov8 Resources, Inc. ("**Holdco**"), a Delaware C-corporation, as managing member of **Innov8 Resources Program 2, LLC** (the "**Company**"), a Delaware limited liability company, is offering direct membership interests in the Company to accredited investors pursuant to Rule 506(b) of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**").

LP investors will hold **direct membership interests in the Company** — not equity interests in Holdco. The Company holds contractual rights to program production revenues from INNOV8 Gases Corporation ("**Gases Corp**") under the Drilling and Operating Agreement ("**DOA**"), covering the 100-well expansion drilling program (Wells 16–115). Holdco holds 80% of the Company as managing member. LP investors collectively hold up to **20%** of the Company in the aggregate, including the Sukuk SPV allocation. **No private placement memorandum is issued in connection with this offering** — this Subscription Pack is the sole LP-facing offering document for Program 2 LLC.

Parallel Program Operation. Programs 1 and 2 launch concurrently. Program 1 is a financing-only structure (senior secured debt + lender warrant; no LP equity raise at Program 1). This Subscription Pack relates **solely** to Program 2 LLC.

1.2 Offering Exemption and Investor Eligibility

This offering is made pursuant to **Rule 506(b) of Regulation D**. All investors must be **accredited investors** as defined in Rule 501(a) of Regulation D. Under Rule 506(b), investors self-certify their accredited investor status by completing the representations in Part X — no third-party documentation is required unless the Company requests it at its discretion. **No general solicitation is permitted under Rule 506(b).** This Subscription Pack may only be delivered to persons with whom Holdco or a Sponsor GP has a pre-existing substantive relationship.

Investors who do not qualify as accredited investors will not be admitted.

1.3 Forward-Looking Statements

This Subscription Pack contains forward-looking statements, including statements regarding projected production, revenues, distributions, and financial performance. These statements involve known and unknown risks, uncertainties, and other factors that may cause actual results, levels of activity, performance, or achievements to differ materially from those expressed or implied. Prospective investors should not place undue reliance on forward-looking statements. Neither Holdco nor the Company undertakes any obligation to update any forward-looking statement.

1.4 No Representations Beyond This Pack

No person has been authorized to make any representation or provide any information not contained in this Subscription Pack. Any representation or information not contained herein must not be relied upon by prospective investors. Prospective investors should verify any information they consider important independently.

1.5 Tax Matters

This Subscription Pack contains a summary of tax matters relevant to Program 2 investments. It is not legal or tax advice. Each investor is responsible for determining the tax consequences of an investment in the Company based on their own circumstances. All investors should consult their personal tax advisors before executing the Subscription Agreement.

PART II — PROGRAM 2 OFFERING SUMMARY

2.1 The Opportunity

Program 2 is the **100-well expansion drilling and production program** (Wells 16–115) targeting helium, hydrogen, carbon dioxide, nitrogen, argon, neon, liquefied natural gas, oil, natural gas, and other producible gases and hydrocarbons from leases held by Gases Corp in **Apache County and Navajo County, Arizona** (the "**Program 2 Assets**").

Program 2 represents the scaled expansion phase of the Innov8 Resources drilling enterprise. LP investors in Program 2 receive direct membership interests in Program 2 LLC — a dedicated vehicle whose purpose is to finance the 100-well expansion program, receive production revenue from Gases Corp, and distribute cash flows to members. LP economics include a **three-phase distribution waterfall and 8.0% per annum preferred return** implemented at the Holdco Stockholders Agreement §6.3 level (not as structural preferences in the Program 2 LLC Operating Agreement, consistent with the §1504 80% value test).

2.2 Key Offering Terms

Term	Detail
Issuing Entity	Innov8 Resources Program 2, LLC, a Delaware LLC (Form 8832 C-Corp election)
Managing Member	Innov8 Resources, Inc. (Holdco) — 80%
LP Investor Pool	Up to 20% aggregate membership interest (including Sukuk SPV allocation)
LP Capital Target	$300,000,000 – $400,000,000 (Reg D 506(b) equity tranche)
Sukuk Musharaka Certificates	$125,000,000 target (jurisdiction defined separately in Sukuk documentation)
Senior Debt (Program 2 LLC level)	$30,000,000 – $130,000,000 (working capital / completion financing)
Aggregate Program 2 Capital Stack	$455,000,000 – $655,000,000
Minimum Investment	$500,000
Offering Exemption	Rule 506(b), Regulation D (No PPM)
First Closing Target	$5,000,000 – $10,000,000 (immediate deployment upon close)
LP Preferred Return	**8.0% per annum cumulative, compounded annually** from contribution date
Distribution Waterfall	**Three-phase waterfall at Holdco SA §6.3** — LP Recovery → Sponsor Catch-Up → Steady State
First Distribution	Q9 (approximately 24 months from Program 2 LLC formation)
Governing Law	Delaware
Milestone Counter	9 well production milestones, aggregated across Programs 1 and 2

2.3 First Closing — Immediate Deployment

Capital contributed at the **First Closing** will be immediately deployed upon close of escrow — no minimum raise threshold and no additional Board approval is required. First Closing capital will be applied to: (i) Program 2 drilling and completion expenditures under the Drilling and Operating Agreement; and (ii) working capital reserves for the Program 2 expansion phase. Subsequent closings may occur at Holdco's discretion until the LP capital target is achieved.

2.4 Use of Proceeds — Program 2 Capital Stack

Source	Amount	Use
Sukuk Musharaka Certificates	$125,000,000 target (flexible)	Sharia-compliant project financing via offshore SPV
LP Equity (Reg D 506(b) Subscription — this offering)	$300,000,000 – $400,000,000	Up to 20% Program 2 LLC capitalization (incl. Sukuk allocation)
Senior Debt (Program 2 LLC level)	$30,000,000 – $130,000,000	Working capital / completion financing
Aggregate Capital Stack	**$455,000,000 – $655,000,000**	100-well expansion drilling program (Wells 16–115)

Note: LP investor capital represents direct membership interest in Program 2 LLC — not a loan to the Company or to Holdco. LP investors do not invest at the Holdco equity level. Sukuk Musharaka Certificate holders subscribe through an offshore SPV (jurisdiction defined separately in Sukuk documentation) and participate in the same 20% LP pool at Program 2 LLC. See Part VI (Sukuk SPV Structure) for Musharaka mechanics.

PART III — ENTITY STRUCTURE AND GOVERNING DOCUMENTS

3.1 Holdco — The Managing Member

Innov8 Resources, Inc. is a Delaware C-corporation formed to serve as the parent holding company for the Innov8 Resources drilling and production programs. Holdco's cap table is **clean 52/48 at the corporate level** — Class A (Gases Corp) holds 52%; Class B (the four Sponsor GPs) holds 48% in equal 12% slices. **These corporate ownership percentages are fixed and are NOT diluted by the Program 2 LP raise contemplated in this Subscription Pack.**

Holdco cap table — corporate ownership (fixed):

Stockholder	Class	Shares	% of Holdco
INNOV8 Gases Corporation	Class A	5,200,000	**52.0%**
Helium Hydrogen Holdings LLC	Class B	1,200,000	12.0%
Galileo Capital Advisors SA	Class B	1,200,000	12.0%
Bitkove Management	Class B	1,200,000	12.0%
Covault Management	Class B	1,200,000	12.0%
Total		**10,000,000**	**100%**

> ***How LP capital relates to the Holdco cap table.*** *The Program 2 LP raise admits LP investors at the* ***Program 2 LLC*** *level (Holdco's 80% subsidiary), not at the Holdco level. Gases Corp's 52% Class A interest in Holdco is its* ***permanent corporate ownership stake*** *and is* ***unchanged*** *by this offering. The 20% LP slot is* ***new capital*** *admitted at the Program 2 LLC level — no GP-side equity is being given up. Holdco retains 80% of Program 2 LLC; LP investors hold up to 20% directly. The steady-state Program LLC economic distribution (Phase 3 of the SA §6.3 waterfall) is* ***52% to Operating Partners (Gases Corp) / 28% to Sponsor GPs / 20% to LP Investors*** *— this is the canonical economic representation of the structure for non-OP investors. See Part IV for the full three-phase waterfall mechanics.*

Holdco's 80% membership in each Program LLC (Program 1 LLC and Program 2 LLC) flows through to its stockholders pro-rata to Holdco share holdings — Gases Corp 52% of any Holdco-level Program distribution; each Sponsor GP 12%. The remaining 20% of each Program LLC is reserved for LP investors (Program 2 LLC, this Subscription Pack) or, in the case of Program 1 LLC, held at the LLC level pre-exercise of the Lender Warrant (90% Holdco / 10% Lender post-exercise — Program 1 has no LP investors).

3.2 Program 2 LLC — The Investment Vehicle

Innov8 Resources Program 2, LLC is a Delaware limited liability company that has elected (or will elect) to be treated as a corporation for federal income tax purposes under IRS Form 8832 (filed within 75 days of formation). Program 2 LLC is the offering vehicle for this Subscription Pack. The Company:

- Holds contractual rights to Program 2 production revenues under the Drilling and Operating Agreement (Program 2 assets, Wells 16–115)
- Does **not** hold legal title to working interests or mineral leases (Gases Corp holds title and operates as field operator under the DOA)
- Distributes Distributable Cash to members on a **plain pro-rata basis at the LLC level** (80% Holdco / up to 20% LP Investors including Sukuk SPV) — the three-phase distribution waterfall and 8.0% LP preferred return are implemented at the **Holdco Stockholders Agreement §6.3 level**, not as structural preferences in the Program 2 LLC Operating Agreement, consistent with the §1504 80% value test
- Is included in Holdco's §1501 federal consolidated tax return

LP investors hold direct membership interests in Program 2 LLC — not equity in Holdco. Program 2 LLC membership interests are plain pro-rata at the LLC level. LP investor economic preferences (the three-phase waterfall and 8.0% per annum compounded preferred return) are implemented contractually at the Holdco level under Holdco SA §6.3. This bifurcation — pro-rata at the LLC level, structured preferences at the parent — is required to preserve Holdco's §1504 80% value test and §1501 consolidated tax filing eligibility. LP investor economics are realized through three channels: (i) quarterly Holdco-level distributions of Distributable Cash through the three-phase waterfall (LP Recovery → Sponsor Catch-Up → Steady State, all subject to the 8.0% LP preferred return compounded annually); (ii) the Sukuk SPV's allocation within the 20% LP pool (Sharia-compliant Musharaka mechanics — see Part VI); and (iii) exit value at a Program 2 Liquidity Event, distributed through the same three-phase waterfall at Holdco.

3.3 Governing Documents

The following documents govern LP investors' rights:

Document	Governing Role
Program 2 LLC Operating Agreement	Governs LP membership rights in the Company; plain pro-rata distributions at the LLC level (no LLC-level preferences)
Holdco Stockholders Agreement §6.3	Governs the three-phase distribution waterfall + 8.0% LP preferred return at the Holdco level (Program 2 LLC LPs only)
Holdco Certificate of Incorporation (§4.5 / §4.6)	LP investor rights acknowledgment; Investment Period (8 quarters); Class A/Class B share structure
LP Investor Distribution Agreement	Bilateral agreement between each LP and Holdco — implements the LP's individual share of the §6.3 waterfall and Holdco-level preferences
Drilling and Operating Agreement	Governs revenue flows from Gases Corp to Program 2 LLC for Wells 16–115
Sukuk SPV Musharaka Documentation	Governs the Sukuk SPV's allocation within the 20% LP pool — Sharia-compliant project financing certificates (Musharaka structure); jurisdiction defined in separate Sukuk documentation

In the event of conflict among these documents as to LP investor rights, the LP Investor Distribution Agreement and Holdco SA §6.3 control at the Holdco level. The Program 2 LLC Operating Agreement controls at the Company entity level.

3.4 Sukuk SPV Allocation Within the 20% LP Pool

The Sukuk SPV (an offshore Special Purpose Vehicle established to issue Sharia-compliant Musharaka Certificates targeting $125,000,000 in aggregate proceeds) holds a portion of the up-to-20% LP membership interest in Program 2 LLC. The Sukuk SPV's allocation is part of — not in addition to — the 20% aggregate LP pool. See Part VI of this Pack for the full Sukuk SPV structure, Musharaka mechanics, and Sharia compliance framework. The jurisdiction of the Sukuk SPV is defined outside this Phase 1 document set.

PART IV — INVESTOR ECONOMICS AND DISTRIBUTION WATERFALL

4.1 Overview

LP investors in Program 2 LLC receive economic participation through the **three-phase distribution waterfall** implemented at the **Holdco Stockholders Agreement §6.3 level**, subject to an **8.0% per annum LP preferred return, compounded annually**. The waterfall has three sequential phases:

1. **Phase 1 — LP Recovery**: After senior obligations (debt service, operating reserves, capital expenditures, and tax distributions at the consolidated group level), available cash flows first to LP investors until each LP has received (a) return of contributed capital plus (b) the 8.0% preferred return compounded annually on unrecovered capital;
2. **Phase 2 — Sponsor Catch-Up**: After full LP Recovery, available cash flows to the Sponsor GPs (Class B stockholders of Holdco) until they have caught up to their proportional share of distributions made to date;
3. **Phase 3 — Steady State**: Remaining distributable cash flows pursuant to the Class A / Class B economics of Holdco — 52% to Class A (Gases Corp / Operators) / 48% to Class B (the four Sponsor GPs in equal 12% slices) — flowing through to LP investors via their pro-rata share at the Holdco-level LP Investor Distribution Agreement.

Program 2 LP investors ARE subject to the three-phase distribution waterfall and the 8.0% per annum preferred return implemented at the Holdco SA §6.3 level. This is the central structural distinction from Program 1, which is a financing-only structure (senior secured debt + 10% lender warrant) with no LP equity raise. The Program 2 waterfall and preferred return apply to all Program 2 LP investors, including the Sukuk SPV's allocation within the 20% LP pool (subject to Sharia-compliant Musharaka structural overlays — see Part VI).

4.2 ORRI — Off-the-Top Before Program LLC

Before any cash flows reach Program 2 LLC, the following are paid from gross production revenue:

- State and federal royalties
- **Sponsor GP ORRI: 2.5% of gross production revenue** (0.625% per Sponsor GP), paid **directly by the gas purchaser** to each Sponsor GP's account. The ORRI is never received by Program 2 LLC or Holdco — it is a real property interest held by the Sponsor GPs at the Gases Corp level. The ORRI is fully released at Milestone 7 (aggregated milestone counter across both Programs).
- Arizona severance and production taxes
- Lease operating expenses (field-level well costs under the DOA)

LP investor economics are calculated **after** the ORRI and gross production deductions. LP investors are not entitled to share in the ORRI.

4.3 Three-Phase Distribution Waterfall (Holdco SA §6.3)

The three-phase waterfall is implemented at the Holdco level via each LP investor's **LP Investor Distribution Agreement** with Holdco. At the Program 2 LLC level, distributions are plain pro-rata (80% Holdco / up to 20% LP pool). The structured preferences live at the Holdco SA §6.3 level — this bifurcation preserves the §1504 80% value test and §1501 consolidated tax filing eligibility.

Phase 1 — LP Recovery (Priority Return + Pref)

Until each LP investor has received (i) return of 100% of contributed capital and (ii) the 8.0% per annum preferred return compounded annually on unrecovered capital, available cash at the Holdco level flows **100% to LP investors** in proportion to their respective unrecovered preference balances.

Recipient	Phase 1 Share of Available Cash
LP Investors (aggregate, until LP Recovery complete)	100%
Class A (Gases Corp / Operators)	0% (deferred to Phase 3)
Class B (Sponsor GPs)	0% (deferred to Phase 2 catch-up)

Phase 2 — Sponsor Catch-Up

After Phase 1 LP Recovery is complete, available cash flows **100% to Class B stockholders (the four Sponsor GPs)** until they have received their proportional share of distributions made to date (i.e., until the Sponsor GPs are "caught up" to where they would have been if Phase 1 had been distributed pro-rata at the Holdco corporate level). The catch-up is calculated to bring the Class B share to its proportional 48% of cumulative distributions.

Recipient	Phase 2 Share of Available Cash
Class B (Sponsor GPs catch-up — until proportional)	100%
LP Investors	Continues via pro-rata Class B (12% × 4) and Class A flows in Phase 3
Class A (Gases Corp / Operators)	0% (deferred to Phase 3)

Phase 3 — Steady State (Class A / Class B Pro-Rata at Holdco)

After Phase 1 LP Recovery and Phase 2 Sponsor Catch-Up are complete, all remaining Holdco-level distributable cash flows pursuant to the Class A / Class B economics of Holdco:

Recipient	Phase 3 Share of Available Cash
Class A (INNOV8 Gases Corporation)	52%
Class B (Helium Hydrogen Holdings LLC)	12%
Class B (Galileo Capital Advisors SA)	12%
Class B (Bitkove Management)	12%
Class B (Covault Management)	12%
Total	**100%**

LP investors continue to participate in Phase 3 via their pro-rata flow through the Holdco-level distributions (LP investors receive the LP Investor Distribution Agreement share of all Holdco-level distributions, including Phase 3 Steady State).

Distributable Cash at the Holdco level = aggregate distributions received by Holdco from Program 2 LLC (80% of Program 2 LLC Distributable Cash) less Holdco-level expenses (tax, governance, audit). Program 2 LLC Distributable Cash = Program 2 NRI receipts less (i) debt service on Senior Debt; (ii) operating and capital expenditure reserves under the DOA; (iii) Sukuk SPV profit-sharing distributions per the Musharaka documentation; and (iv) income taxes paid at the Holdco consolidated group level.

4.4 8.0% LP Preferred Return — Mechanics

- **Rate**: 8.0% per annum
- **Compounding**: Compounded annually on unrecovered capital
- **Accrual start**: Upon LP investor's capital contribution acceptance (first closing or subsequent closing)
- **Calculation**: Each LP's unrecovered capital balance accrues the 8.0% pref annually until full recovery in Phase 1; partial-year accrual is daily on a 365-day basis
- **Distribution priority**: 8.0% pref is paid as part of Phase 1 LP Recovery — until each LP receives capital + accrued pref, no Class A or Class B distributions are made

4.5 Distribution Frequency

Quarterly, within 45 days of each fiscal quarter end. During the **Drilling and Early Production Period** of the Program 2 expansion (target: first 8 quarters following Program 2 LLC formation, corresponding to the Investment Period under Holdco SA §1.7 and CoI §4.6), Distributable Cash may be minimal or zero — the majority of Program 2 NRI receipts will be applied to debt service, completion expenditures, and Sukuk SPV profit-sharing obligations. LP investors should model the first meaningful quarterly distribution beginning approximately Q9 from Program 2 LLC formation. The 8.0% preferred return continues to accrue throughout the Drilling and Early Production Period.

4.6 Milestone Counter — Sponsor Vesting and ORRI Release

Sponsor GP Class B vesting and the ORRI release are governed by **9 well production milestones aggregated across both Program 1 and Program 2**. Milestones M1–M7 (covering the first 15 wells across both Programs) trigger 80% of Class B vesting and the full ORRI release. Milestones M8–M9 (extending to 35 wells aggregated across both Programs) trigger the remaining 20% of Class B vesting. The milestone counter aggregates across both Programs — wells in Program 1 (Wells 1–15) count toward M1–M7; wells in Program 2 (Wells 16+) count toward whichever milestones remain unmet.

4.7 Liquidation and Exit Proceeds

In any liquidation, dissolution, or winding up of Program 2 LLC — or upon a Program 2 Liquidity Event (defined as (i) the sale of 50% or more of Program 2 LLC equity to a non-affiliated buyer; (ii) the sale of substantially all Program 2 LLC assets with proceeds to be distributed; (iii) a change of control of Holdco affecting Program 2; or (iv) dissolution and winding-up of the Company) — the following sequence applies:

1. **Senior Debt repayment** — all outstanding principal, interest, and prepayment premiums on Program 2 Senior Debt (30*M*–130M outstanding) are paid in full;
2. **Sukuk SPV distributions** — Sukuk SPV final profit-sharing distribution and Musharaka unwind per the Sukuk documentation;
3. **Program 2 LLC pro-rata exit proceeds** — remaining proceeds distributed at the LLC level: 80% to Holdco / up to 20% to the LP pool (including Sukuk SPV final residual);
4. **Holdco-level waterfall on its 80% share** — Holdco's 80% of net exit proceeds flows through the three-phase waterfall (LP Recovery first, then Sponsor Catch-Up, then 52/48 Steady State).

LP investors hold no liquidation preference at the Program 2 LLC level; preferences are realized through the Holdco-level waterfall. The 8.0% preferred return continues to accrue through the date of liquidation and is settled in the Phase 1 LP Recovery at exit.

PART V — THE PROGRAM 2 ASSETS AND OPERATOR

5.1 Program 2 Assets

The Program 2 Assets consist of leases and production rights in **Apache County and Navajo County, Arizona**, covering the drilling locations for the **100-well expansion phase (Wells 16–115)**. INNOV8 Gases Corporation holds legal title to all working interests and mineral leases. Program 2 LLC holds contractual revenue rights through the Drilling and Operating Agreement.

The target production includes: **helium** (primary target), hydrogen, carbon dioxide, nitrogen, argon, neon, liquefied natural gas, oil, and other producible gases and hydrocarbons.

Program 2 launches **concurrently with Program 1** (Wells 1–15, financed separately by senior secured debt and a 10% Lender Warrant; see §5.4). The combined development covers Wells 1–115 across the same Apache/Navajo County lease position, with Program 1 financing the first 15 wells and Program 2 funding the 100-well expansion. The Sponsor GP milestone counter aggregates across both Programs.

5.2 INNOV8 Gases Corporation — The Operator

INNOV8 Gases Corporation ("Gases Corp"), a Wyoming corporation, is the field operator for all Wells 1–115 across both Programs. Gases Corp:

- Holds legal title to all working interests and mineral leases (Wells 1–115)
- Operates all Program 2 wells under the **Drilling and Operating Agreement** as agent for Program 2 LLC (and operates Program 1 wells under a parallel agreement with Program 1 LLC)
- Has invested **$27,000,000** in sunk project capital (credited as Holdco equity contribution via the DOA, supporting the broader Wells 1–115 development)
- Receives the **Class A 52%** Holdco economic allocation as compensation for operations and the sunk capital investment
- Is led by Adrian Garcia (CEO). Gases Corp holds the right to designate four (4) Class A Directors of Holdco's seven (7)-member authorized Board (Cert §5.1) — two (2) are named Day-1 (Adrian Garcia and Skylar Cotton) and two (2) Class A Director Seats remain authorized but vacant Day-1, fillable at any time by Gases Corp's written designation without further Cert amendment per Cert §5.2(a). See Holdco Stockholders Agreement §4.1 and Certificate of Incorporation §5.3.

5.2A Related-Party Relationships and Affiliate Allocation

The following related-party relationships exist among Holdco, Gases Corp, the Programs, and the Sponsor GPs. LP investors are advised of these relationships and the safeguards governing them:

Identification of related-party relationships. Each of the four Sponsor GPs (Helium Hydrogen Holdings LLC / Gina Tallerino, Galileo Capital Advisors SA / D. Rafael Toledano, Bitkove Management / Charles Mui, and Covault Management / Ely Beckman) holds twelve percent (12%) of Holdco's Class B Common Stock (48% aggregate). Gases Corp holds fifty-two percent (52%) of Holdco's Class A Common Stock and serves as the field Operator of all Holdco-owned production assets. Program 1 LLC and Program 2 LLC are Delaware limited liability companies wholly owned by Holdco.

Operational control disclosure. Gases Corp, as Operator under the Drilling and Operating Agreement (§5.3), controls day-to-day production operations including drilling, processing, customer relationships, and sales decisions for output produced from Wells 1–115. Sales to third-party customers of helium, hydrogen, neon, and specialty gases are conducted by Gases Corp on behalf of Program 1 LLC and Program 2 LLC.

Allocation principles. Where the same customer purchases gases attributable to more than one Program (or to a Program and other Gases Corp output), volumes and plant selection are allocated according to the Affiliate Allocation and Sales Policy adopted by the Holdco Board (see Doc 11 in this signing pack — Board Resolution Adopting Affiliate Allocation and Sales Policy, attached as Exhibit A). Allocation decisions follow objective economic criteria (freight cost, delivery time, netback price, capacity, contractual obligations) and shall not systematically favor any Program or affiliate for the benefit of any Sponsor GP, Gases Corp, or Holdco.

Arm's-length commitment. All transactions among Holdco, Program 1 LLC, Program 2 LLC, Gases Corp, and the Sponsor GPs (including any internal transfer pricing or allocation entries) shall be conducted at arm's-length pricing benchmarked to prevailing third-party market rates for comparable volumes, specifications, and delivery terms.

Annual aggregate review. The Holdco Board shall conduct an annual aggregate review of related-party transactions and Affiliate Allocation outcomes to confirm no systematic favoritism and to disclose material aggregate flows in the annual report furnished to LP investors under the Program 2 LLC Operating Agreement.

Cross-references. Certificate of Incorporation §5.1 (Class A Director designation) and §5.2(a) (vacancy fill mechanism); Holdco Stockholders Agreement §4.1 (Board composition) and the Stockholders Agreement's recusal and related-party transaction provisions; Gases Corp Delegation of Authority (sales authority and operating-partner role); Doc 11 in this signing pack (Board Resolution adopting the Affiliate Allocation and Sales Policy, with the Policy itself attached as Exhibit A).

5.3 Drilling and Operating Agreement

The Drilling and Operating Agreement ("**DOA**") between Gases Corp, the Company, and Program 2 LLC governs Wells 16–115 and includes:

- Gases Corp's obligations as field operator
- Revenue flow mechanics from production to Program 2 LLC
- Authorization for Expenditures (AFE) approval process
- Reporting obligations to the Company and Holdco
- Governing law: Arizona for Project Assets / Delaware otherwise; AAA arbitration; Arizona Superior Court exclusive jurisdiction for real property matters

5.4 Program 2 Senior Debt and Capital Stack Coordination

Program 2 LLC's capital stack consists of **125, 000, 000*targetSukukMusharakaCertificates*** * * **(*issuedthroughtheSukukSPV—seePartVI*), **300,000,000–400, 000, 000*LPEquity*** * * **(*thisSubscriptionPack*), *and*** * *__30,000,000–$130,000,000 senior debt__ (third-party institutional). Aggregate Program 2 capital: 455, 000, 000–655,000,000.

LP investor capital does **not** secure Program 2 senior debt. LP membership interests are not pledged as loan collateral. Debt service is a priority deduction from Program 2 NRI receipts before Distributable Cash is calculated at the Program 2 LLC level.

Program 1 (separate) carries a $250,000,000 Program 1 Senior Secured Loan and a 10% Program 1 Lender Warrant at Program 1 LLC. Program 1 has **no LP equity** and is **not** subject to this Subscription Pack. Program 1 economics flow to Holdco at 100% pre-exercise and 90% post-exercise of the Lender Warrant, and are then redistributed under the Holdco SA §6.3 cap table (52% Class A / 48% Class B).

5.5 Sponsor GP ORRI

The four Sponsor GPs (Helium Hydrogen Holdings LLC, Galileo Capital Advisors SA, Bitkove Management, and Covault Management) each hold a **0.625% Overriding Royalty Interest** (2.5% aggregate) in Gases Corp's working interest. The ORRI:

- Is a real property interest in the underlying mineral leases (Wells 1–115)
- Is paid **directly by the gas purchaser** to each Sponsor GP's designated account
- Is never received by Program 2 LLC, Holdco, or LP investors
- Comes off-the-top of gross production revenue before any calculation of net revenue interest
- Is **fully released at Milestone 7** (Wells 11–15 First Production); pre-release portions accrue and release as milestones complete

LP investors are not entitled to any portion of the Sponsor GP ORRI.

PART VI — SUKUK SPV STRUCTURE

6.1 Overview

A portion of Program 2's capital stack — targeted at **$125,000,000** — is structured as **Sukuk Musharaka Certificates** issued through a dedicated, bankruptcy-remote **Sukuk Special Purpose Vehicle ("Sukuk SPV")**. The Sukuk SPV's purpose is to provide a Sharia-compliant capital access channel for Islamic finance investors who require a non-interest-bearing, asset-linked, profit-sharing investment structure.

The Sukuk allocation is part of (not in addition to) the 20% aggregate LP pool at Program 2 LLC. The Sukuk SPV is admitted as an LP investor in Program 2 LLC alongside conventional LP investors subscribing through this Pack; the combined LP holdings (Sukuk SPV + this Pack's conventional LPs) shall not exceed 20% of Program 2 LLC membership interests.

6.2 Sukuk SPV Jurisdiction

The Sukuk SPV's jurisdiction of formation is **defined separately from this Phase 1 document set** and will be confirmed in the Sukuk Musharaka Documentation issued contemporaneously with subscription. This Subscription Pack contains no representation as to the Sukuk SPV's jurisdiction; conventional LP investors subscribing through this Pack do not subscribe through, and have no claim against, the Sukuk SPV.

6.3 Musharaka Mechanics

The Sukuk SPV holds its LP membership interest in Program 2 LLC and issues **Musharaka Certificates** to Sharia-compliant investors. Musharaka is a profit- and loss-sharing partnership under classical Islamic commercial law. Key features:

- **Profit-sharing**: Sukuk Certificate holders share in Program 2 LLC's Distributable Cash in proportion to their certificate holdings, after the Sukuk SPV receives its pro-rata LP distribution from Program 2 LLC
- **Loss-sharing**: Sukuk Certificate holders bear losses in proportion to their capital contribution, consistent with Musharaka principles
- **No fixed interest**: Sukuk Certificates pay no fixed coupon — all returns derive from underlying Program 2 production economics
- **Asset-linked**: Sukuk Certificates are linked to the Sukuk SPV's beneficial interest in Program 2 LLC, which in turn is linked to the underlying Arizona helium and gas production assets

6.4 Sharia Compliance

The Sukuk SPV is structured to comply with **AAOIFI** (Accounting and Auditing Organization for Islamic Financial Institutions) Sharia Standards governing Musharaka transactions. A **Sharia Supervisory Board** of qualified scholars is engaged to:

- Review and approve the Sukuk Musharaka Documentation before issuance
- Issue a Sharia compliance certificate (fatwa) confirming the structure conforms to AAOIFI standards
- Conduct periodic ongoing Sharia audits during the life of the Sukuk

6.5 Allocation Coordination

The Sukuk SPV's LP allocation is coordinated with conventional LP subscription closings under this Pack to ensure the combined LP pool does not exceed 20% of Program 2 LLC. If Sukuk demand and conventional LP demand together would exceed 20%, the Managing Member shall allocate available capacity in its sole discretion, with the goal of completing the $125M Sukuk target and the 300*M*–400M conventional LP target without breaching the 20% cap.

6.6 Cross-Reference

For the full Sukuk SPV structure (subscription mechanics, Sharia certificate procedures, distribution flow from Program 2 LLC to Sukuk SPV to certificate holders, redemption/exit mechanics), see the **Sukuk Musharaka Documentation** package issued separately. This Subscription Pack does not constitute an offer of Sukuk Musharaka Certificates.

PART VII — TAX MATTERS

7.1 C-Corporation Tax Treatment

Program 2 LLC has elected (or will elect) to be treated as a corporation for federal income tax purposes pursuant to **IRS Form 8832**. This election must be filed within **75 days** of Program 2 LLC's formation date.

Consequences of C-Corp tax election:

- Program 2 LLC pays **no entity-level tax directly** — it is included in Holdco's **§1501 federal consolidated tax return**
- Federal income tax (21% corporate rate) is paid at the Holdco consolidated group level
- **No K-1 is issued** to LP investors — LP investors receive **Form 1099-DIV** for distributions
- LP investors are **not subject to US partnership filing obligations** regardless of their jurisdiction
- No phantom income — LP investors pay tax only when cash distributions are received

7.2 LP Investor Tax Treatment

Distributions from the Company (Program 2 LLC) to LP investors that constitute dividends for federal income tax purposes may be:

- **Qualified dividends** (23.8% federal maximum rate) for individual US LP investors, to the extent paid from earnings and profits
- **0% rate** for LP investors who are Puerto Rico Act 60 decree holders, on qualified dividends from Holdco — confirm current Act 60 status with counsel before relying on this treatment *(flag: 2026 PR legislative review pending)*

*Note: Program 2 LP investors receive their pro-rata share (up to 20% combined LP pool, including the Sukuk SPV allocation) of Program 2 LLC Distributable Cash. The **three-phase distribution waterfall and 8.0% LP preferred return are implemented at the Holdco SA §6.3 level**, not as structural preferences in the Program 2 LLC OA — preserving the §1504 80% value test consistent with Holdco's consolidated tax filing. See Part IV.*

7.3 FIRPTA — Non-US Investors

Non-US LP investors should be aware that Program 2 LLC membership interests may constitute **US Real Property Interests (USRPIs)** under the Foreign Investment in Real Property Tax Act (FIRPTA), given Program 2 LLC's indirect interest in Arizona mineral leases through the DOA. FIRPTA withholding at **15%** may apply to distributions to non-US LP investors. See Program 2 LLC OA §6.5 for the detailed FIRPTA framework, including withholding procedures and certifications. Non-US investors must obtain a FIRPTA analysis from US counsel before subscription. Holdco and the Company are not responsible for FIRPTA consequences to non-US investors who fail to obtain appropriate advice.

7.4 State Tax

Program 2 LLC's Arizona production income is subject to **Arizona income tax** on Arizona-source income. The Company is included in Holdco's Arizona combined reporting group. No separate Arizona partnership return is required for LP investors.

PART VIII — RISK FACTORS

The following is a summary of material risk factors. This summary is not exhaustive. Prospective investors should conduct independent due diligence and consult legal, tax, and financial advisors before investing.

8.1 Production and Resource Risk

Actual helium and gas production across the **approximately 100-well Program 2 expansion (Wells 16–115)** may be lower than projected. Well performance, reservoir characteristics, and recoverable reserves are uncertain. The expansion phase carries scaled execution risk — dry holes, underperforming wells, or compressed development timelines across a larger well population could materially reduce cash flows available for distribution. Program 2 production also depends on the operational ramp-up validated through the Program 1 first 15 wells; Program 1 production shortfalls would inform downward revisions to Program 2 expectations.

8.2 Commodity Price Risk

Helium, natural gas, and associated product prices are subject to market fluctuation. Significant price declines could reduce Program 2 revenues below debt service requirements, eliminating or delaying LP investor distributions and delaying the 8.0% LP preferred return accrual recovery.

8.3 Operator Dependency

Program 2 LLC is entirely dependent on Gases Corp as field operator under the DOA. The death, disability, or departure of Gases Corp's key operating personnel, or any breach by Gases Corp of the DOA, could materially disrupt Program 2 operations. Gases Corp holds legal title to all working interests — Program 2 LLC holds contractual rights only.

8.4 Debt Service Priority

Program 2 senior debt service (and Sukuk SPV scheduled profit distributions, to the extent characterized as senior to LP equity in the Sukuk Musharaka Documentation) is a senior deduction from Program 2 NRI receipts before Distributable Cash is calculated. If NRI receipts are insufficient to service these senior claims, no Distributable Cash is available for LP distributions, and the 8.0% preferred return continues to accrue at the Holdco level without current payment.

8.5 Sukuk SPV — Structural and Sharia Risk

The Sukuk SPV is a separate legal entity in a jurisdiction defined outside this Subscription Pack. Risks include:

- **Sharia compliance risk**: A future change in Sharia Supervisory Board interpretation or AAOIFI standards could affect the Sukuk SPV's qualified status, with consequences for Sukuk Certificate holders that could indirectly impact Program 2 LLC if the Sukuk SPV is required to redeem or restructure
- **Coordination risk**: The 20% combined LP cap is split between Sukuk SPV and conventional LPs at the Managing Member's discretion; conventional LP allocations could be reduced if Sukuk demand fills the 20% pool first
- **Jurisdictional risk**: The Sukuk SPV's governing jurisdiction is defined separately and is not represented in this Pack; conventional LPs have no claim against the Sukuk SPV and bear no direct Sukuk-specific structural risk through this subscription

8.6 Illiquidity

LP membership interests in Program 2 LLC are **not publicly traded** and are subject to substantial transfer restrictions under the Program 2 LLC Operating Agreement. There is no established secondary market for these interests. Investors should be prepared to hold their interest for the full duration of the Program 2 drilling and production program (target 5–7 year horizon to strategic exit).

8.7 Regulatory and Permitting Risk

Program 2 operations require federal, state, and local permits across the Wells 16–115 expansion footprint. Denial, delay, or revocation of any material permit could halt drilling operations and delay or eliminate LP investor distributions.

8.8 FIRPTA — Non-US Investor Withholding

Non-US LP investors are subject to potential **15% FIRPTA withholding** on distributions from Program 2 LLC, given Program 2 LLC's indirect interest in Arizona mineral leases. Non-US investors must obtain FIRPTA analysis from US counsel before subscription. See Part VII §7.3 and Program 2 LLC OA §6.5 for the FIRPTA framework. Failure to obtain proper FIRPTA analysis is the non-US investor's risk and is not the responsibility of Holdco, the Company, or any affiliate.

8.9 Tax Risk

The tax treatment described in Part VII is based on current law and is subject to change. Changes to Act 60 (Puerto Rico), federal corporate tax rates, FIRPTA regulations, or qualified dividend rules could adversely affect LP investor after-tax returns.

8.10 §1504 Value Test

Holdco's eligibility to file a §1501 consolidated return depends on maintaining ≥80% vote and value in Program 2 LLC. The three-phase waterfall and 8.0% preferred return are implemented at the Holdco SA §6.3 level (not as structural preferences in the Program 2 LLC OA) precisely to preserve §1504 compliance. If any future change in the Program 2 LLC capital structure or LP Investor Distribution Agreement is determined to reduce Holdco's effective value share below 80%, Program 2 LLC could be deconsolidated, resulting in a separate entity-level tax and loss of intercompany elimination benefits.

8.11 No Registration; Transfer Restrictions

These membership interests have not been registered under the Securities Act or any state securities laws. Resale requires registration or an available exemption. LP investors bear the risk of illiquidity arising from applicable transfer restrictions.

PART IX — SUBSCRIPTION AGREEMENT

*By executing this Subscription Agreement, the undersigned investor ("**Investor**") agrees to purchase and be admitted as an LP member of Innov8 Resources Program 2, LLC (the "**Company**") on the terms set forth herein and in the Program 2 LLC Operating Agreement.*

9.1 Subscription

Investment Amount: $________________ *(Minimum $500,000; Anchor LP: $5,000,000; Major Anchor LP: $10,000,000)*

Membership Interest Acquired: ________% of the Company *(Subject to Managing Member acceptance and final LP capital close)*

9.2 Investor Representations and Warranties

The Investor represents, warrants, and covenants to the Company and Holdco as follows:

(a) Accredited Investor Status. The Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act by reason of the following (check all that apply):

- ❑ Individual with net worth (or joint net worth with spouse) exceeding $1,000,000, excluding primary residence
- ❑ Individual with individual income exceeding $200,000 in each of the two most recent years and reasonably expects the same in the current year
- ❑ Individual with joint income with spouse exceeding $300,000 in each of the two most recent years and reasonably expects the same in the current year
- ❑ Entity with total assets exceeding $5,000,000 not formed for the specific purpose of acquiring these securities

❏ Bank, registered broker/dealer, insurance company, registered investment company, or other institutional accredited investor (specify: ________________)

❏ Entity in which all equity owners are accredited investors

❏ Individual holding a Series 7, Series 65, or Series 82 license in good standing

(b) Investment Purpose. The Investor is acquiring the membership interests for investment purposes only, for the Investor's own account, and not with a view to resale or distribution.

(c) Experience and Sophistication. The Investor has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of this investment, and is able to bear the economic risk of an investment that may be illiquid and result in a total loss of invested capital.

(d) Access to Information. The Investor has received and reviewed this Subscription Pack in its entirety, has had the opportunity to ask questions of Holdco representatives and receive answers, and has had the opportunity to consult with independent legal, tax, and financial advisors.

(e) No Registration. The Investor acknowledges that the membership interests are not registered under the Securities Act or any state securities laws, and that resale or transfer is subject to applicable securities law restrictions and the transfer provisions of the Program 2 LLC Operating Agreement.

(f) Governing Documents. The Investor has reviewed and agrees to be bound by the Program 2 LLC Operating Agreement and the Holdco Stockholders Agreement (specifically the Article VI three-phase distribution waterfall and 8.0% LP preferred return mechanics at §6.3). The Investor acknowledges that LP preferred economics are implemented at the Holdco contractual level — not as structural preferences in the Program 2 LLC Operating Agreement — consistent with the §1504 value test.

(g) FIRPTA. If the Investor is not a "United States person" as defined in IRC §7701(a)(30), the Investor acknowledges the FIRPTA disclosure in Part VII §7.3 of this Pack and Program 2 LLC OA §6.5, and represents that it has obtained or will obtain a FIRPTA analysis from qualified US counsel before closing.

(h) Sukuk-Specific Acknowledgment. If the Investor is subscribing through (or in coordination with) the Sukuk SPV, the Investor has separately reviewed the Sukuk Musharaka Documentation and accepts the Sharia-compliance, jurisdictional, and coordination risks identified in Part VIII §8.5. Conventional LP investors acknowledge that the 20% LP pool is shared with the Sukuk SPV and that the Managing Member allocates between the two at its sole discretion.

(i) No Reliance on Tax Advice. The Investor has not relied on the Company, Holdco, or their representatives for tax advice. The Investor has consulted (or will consult) its own tax advisor regarding the tax consequences of this investment.

9.3 Managing Member Acceptance

This subscription is subject to acceptance by the Managing Member (Holdco) in its sole discretion. The Managing Member may reject any subscription in whole or in part for any reason. Subscription funds will be held in escrow pending Managing Member acceptance and will be returned if the subscription is rejected.

9.4 Execution

INVESTOR:

Signature: ____

Name (Print): ____

Title (if entity): ____

Entity Name (if applicable): ____

Jurisdiction of Organization (if entity): ____

Date: ____

Contact Information:

Address: ____

Email: ____

Phone: ____

Wire Instructions for Capital Contribution: *(To be provided by Managing Member upon subscription acceptance)*

ACCEPTED BY MANAGING MEMBER:

INNOV8 RESOURCES, INC., as Managing Member of Innov8 Resources Program 2, LLC

Signature: ____

Name: ____

Title: ____

Date: ____

PART X — ACCREDITED INVESTOR SELF-CERTIFICATION

This Part X is required under Rule 506(b). Each investor self-certifies accredited investor status by checking the applicable basis below and executing the Subscription Agreement. No supporting documentation is required unless the Company requests verification at its discretion. The Company relies on these representations in good faith.

10.1 Individual Investors

By signing this Subscription Pack, the undersigned represents and warrants that they qualify as an "accredited investor" under Rule 501(a) of Regulation D on one or more of the following bases (check all that apply):

- ❏ My individual net worth (or joint net worth with my spouse or spousal equivalent) exceeds $1,000,000, excluding the value of my primary residence
- ❏ My individual income exceeded $200,000 in each of the two most recent calendar years, and I reasonably expect to earn at least $200,000 in the current calendar year
- ❏ My joint income with my spouse or spousal equivalent exceeded $300,000 in each of the two most recent calendar years, and I reasonably expect to earn at least $300,000 in the current calendar year
- ❏ I hold in good standing a Series 7, 65, or 82 license
- ❏ I am a "knowledgeable employee" of the Company as defined under the Investment Company Act

10.2 Entity Investors

By signing this Subscription Pack, the authorized signatory represents and warrants that the entity qualifies as an "accredited investor" under Rule 501(a) of Regulation D on one or more of the following bases (check all that apply):

- ❏ The entity has total assets exceeding $5,000,000 and was not formed for the specific purpose of acquiring interests in the Company
- ❏ All equity owners of the entity are individually accredited investors
- ❏ The entity is a bank, insurance company, registered investment company, business development company, or small business investment company
- ❏ The entity is an SEC- or CFTC-registered investment adviser or exempt reporting adviser
- ❏ The entity is a "family office" with assets under management exceeding $5,000,000 and not formed for the specific purpose of acquiring interests in the Company
- ❏ The entity is a "family client" of a qualifying family office as described above

10.3 KYC/AML Certification — GCA as Designated Administrator (with Conflict-Management Provisions)

All investors must complete KYC/AML screening through **Galileo Capital Advisors SA ("GCA")**, the designated KYC/AML Administrator for Program 2.

Conflict-of-Interest Disclosure and Management. GCA is also a Class B Sponsor GP at the Holdco level (one of the four Sponsor GPs holding 12% Class B membership in Innov8 Resources, Inc.). Investors are advised that GCA's role as KYC/AML Administrator creates a structural conflict of interest because GCA performs investor verification while simultaneously holding an economic interest in Holdco distributions. The following conflict-management provisions apply:

- **Operational segregation.** GCA's KYC/AML team operates under separate reporting lines from GCA's Sponsor GP capacity. KYC decisions are made by GCA's compliance personnel and are not subject to override by GCA's Sponsor GP representatives
- **Holdco oversight.** Holdco (as Managing Member of Program 2 LLC) retains independent authority to (i) reject any subscription notwithstanding a GCA-issued KYC Certificate and (ii) commission an independent KYC re-review of any investor at Holdco's expense

- **Documentation retention.** GCA retains all KYC records and supporting documentation for the longer of (a) seven years post-investor exit or (b) any applicable regulatory retention period; records are made available to Holdco, the Company, and qualified regulators upon request
- **Annual conflict review.** The Holdco Audit Committee (or equivalent independent function) reviews GCA's KYC/AML performance annually and may recommend replacement of the KYC/AML Administrator if material conflict concerns arise
- **Replacement right.** Holdco retains the right to replace GCA as KYC/AML Administrator on 30 days' notice without cause

GCA will issue a KYC Certificate confirming satisfactory completion of screening. **No investor will be admitted without a valid KYC Certificate.** Provide the following to GCA:

❑ Government-issued photo identification (passport preferred)

❑ Proof of address dated within 90 days

❑ Beneficial ownership information (for entity investors — identify all beneficial owners holding ≥25%)

❑ Source of funds declaration

❑ OFAC/sanctions screening consent

GCA Contact: Galileo Capital Advisors SA, c/o D. Rafael Toledano (email and direct phone to be provided at counterparty selection)

EXHIBIT A — ECONOMIC TERMS SUMMARY

One-Page Term Sheet — Program 2 LLC Membership Interests

Category	Term
Issuer	Innov8 Resources Program 2, LLC, a Delaware LLC (Form 8832 C-Corp election)
Managing Member	Innov8 Resources, Inc. (Holdco) — 80%
LP Investor Pool	Up to 20% aggregate membership interest (combined: conventional LPs + Sukuk SPV)
LP Capital Target — Equity	$300,000,000 – $400,000,000 (Reg D 506(b) Subscription)
Sukuk Tranche	$125,000,000 target (Musharaka Certificates issued by separate Sukuk SPV; jurisdiction defined separately)
Senior Debt	$30,000,000 – $130,000,000 at Program 2 LLC level
Aggregate Program 2 Capital Stack	$455,000,000 – $655,000,000
Offering Exemption	Rule 506(b), Regulation D
Minimum Investment	$500,000
Anchor LP	$5,000,000
Major Anchor LP	$10,000,000
First Closing	5*M*–10M target; immediate deployment to Program 2 expansion
Program	Approximately 100-well helium & gas expansion (Wells 16–115), Apache/Navajo Counties, AZ
Operator	INNOV8 Gases Corporation (Gases Corp) — field operator under DOA across all Wells 1–115
LP Distribution Structure	Three-phase waterfall implemented at Holdco SA §6.3 — Phase 1 LP Recovery (100% to LPs until invested capital + 8.0% pref returned) → Phase 2 Class B Catch-Up (proportional 48% Sponsor recovery) → Phase 3 Steady State (Class A 52% / Class B 4×12%)
LP Preferred Return	8.0% per annum, compounded annually, accruing from capital contribution acceptance; partial-year on 365-day basis
LP Exit Value	LP share of net exit proceeds under the three-phase waterfall and 8.0% pref, calculated at Holdco SA §6.3

Category	Term
Investment Thesis	Preferred-return-protected exposure to Program 2 expansion + Holdco-level capital appreciation; target strategic exit $10–15B enterprise value, 5–7 year horizon
ORRI	2.5% aggregate to four Sponsor GPs (0.625% each) on Wells 1–115; fully released at Milestone 7; paid by gas purchaser directly; never flows through Program 2 LLC
Operating Distribution	Holdco 80% (→ Class A 52% / Class B 4×12% = 48% via Holdco SA §6.3 waterfall) | LP Investor pool up to 20% (conventional LPs + Sukuk SPV combined, at Managing Member discretion)
First Distribution	Q9 (~24 months from Program 2 LLC formation); expected to be minimal during drilling period; 8.0% pref continues to accrue
Milestone Counter	9 well production milestones aggregated across Programs 1 and 2 (M1–M7 = first 15 wells; M8–M9 = remaining to 35 wells)
Tax	Form 8832 C-Corp election; included in Holdco §1501 consolidated return; 1099-DIV (no K-1)
FIRPTA	Non-US investors must obtain FIRPTA analysis before admission; 15% withholding may apply (see Part VII §7.3 and Program 2 LLC OA §6.5)
Sukuk Coordination	Sukuk SPV admitted as LP within the 20% LP pool; Sharia-compliant Musharaka structure; no double-allocation
Transfer Restrictions	No transfer without Managing Member written consent; no public market
Governing Law	Delaware (Project Assets governed by Arizona where applicable per DOA); AAA arbitration
LP Rights Documents	Program 2 LLC Operating Agreement + Holdco Stockholders Agreement Article VI (three-phase waterfall + 8.0% pref at §6.3)
KYC/AML	GCA (Galileo Capital Advisors SA) — designated Administrator with conflict-management provisions (see §10.4); KYC Certificate required before admission
Parallel Program Operation	Programs 1 and 2 launch concurrently; Program 1 production validates expansion thesis underlying Program 2

All terms subject to final negotiation and execution of definitive documents. This term sheet is for discussion purposes only and does not constitute a binding commitment. All legal, tax, and financial matters should be reviewed by the investor's own advisors.