

**STATE of DELAWARE**  
**CERTIFICATE of INCORPORATION**  
**A STOCK CORPORATION**

**First:** The name of this Corporation is Citizens 30, Inc.

**Second:** Its registered office in the State of Delaware is to be located at 838 Walker Road, Suite 21-2, in the City of Dover, County of Kent, Zip Code 19904. The registered agent in charge thereof is Registered Agent Solutions, Inc.

**Third:** 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 Delaware.

**Fourth:** The total number of shares of stock that this Corporation is authorized to issue up to is **one billion (1,000,000,000)** shares, divided into two classes:

- **Eight hundred million (800,000,000) shares of Class A Common Stock**, with a par value of one ten-thousandth of a dollar (**\$0.0001 per share**). Each share of Class A Common Stock shall have **one (1) vote per share** on all matters submitted to a vote of the stockholders.
- **Two hundred million (200,000,000) shares of Class B Common Stock**, with a par value of one ten-thousandth of a dollar (**\$0.0001 per share**). Each share of Class B Common Stock shall have **ten (10) votes per share**, exclusively to the Founders, on all matters submitted to a vote of the stockholders.

The Corporation may issue the reserved 800,000,000 class A Common Stock shares at the discretion of the Board of Directors, subject to compliance with applicable laws and regulations, including those under SEC Regulation A+ Tier 2.

**Fifth:** The name and mailing address of the incorporator are as follows:

- Name: Janae Graham Law, LLC
- Mailing Address: 22045 E Highway H, Fair Play, MO 65649

**Sixth:** The Corporation shall have perpetual existence unless dissolved in accordance with applicable law.

**Seventh: Exculpation and Indemnification**

- To the fullest extent permitted by the Delaware General Corporation Law, as it may be amended or supplemented, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for acts and/or omissions involving bad faith, breach of fiduciary duties, intentional misconduct, and/or illegal acts.
- The Corporation shall indemnify and hold harmless its directors, officers, incorporators, employees, and agents from any liability, loss, or expense,

including reasonable attorneys' fees, incurred in connection with their service to and/or employment with the Corporation, consistent with Delaware law, subject to exceptions for acts and/or omissions involving bad faith, breach of fiduciary duties intentional misconduct, and/or illegal acts.

#### **Eighth: Transfer and Ownership Restrictions**

1. All shareholders must be U.S. citizens, and only natural persons may own shares in this Corporation. No entity, trust, partnership, or government entity may hold shares.
2. No individual shareholder shall be permitted to own shares in this Corporation exceeding an aggregate market value of twenty thousand dollars (\$20,000) as determined by the most recent fair market valuation, except in the case of the Founder(s) (as defined in the Bylaws) or Founder 1's lawful heirs who acquire shares through inheritance or transfer as detailed herein or in the Bylaws. The ownership cap of twenty thousand dollars (\$20,000) may be adjusted once every ten (10) years in accordance with the percentage increase in the Consumer Price Index (CPI) or a comparable inflation index, as determined by the Board of Directors and approved by a majority of the shareholders entitled to vote. The increase in the ownership cap shall not exceed the percentage increase in the inflation index over the corresponding ten-year period.
3. In the event any individual shareholder, excluding the Founder acquires any ownership of shares exceeding this twenty thousand dollar (\$20,000) threshold (or the adjusted threshold, if applicable), the excess shares owned by such individual shall be subject to mandatory sale and repurchase by the Corporation. The repurchase price for such excess shares shall be the original purchase price paid by the shareholder, calculated based on the lowest per-share purchase price paid by the shareholder for any shares owned. Dividends on the shares of stock held by the Founder(s) shall not be declared or paid at any time. The Founder's shares shall be deemed non-dividend paying, and no portion of these shares shall ever be subject to the payment of dividends, irrespective of any ownership thresholds or market valuations.
4. The fair market valuation of shares, for the purposes of determining whether an individual shareholder has exceeded the twenty thousand dollar (\$20,000) ownership threshold (or the adjusted threshold, if applicable), shall be based on the Corporation's most recent financial statements and internal valuation methods, as approved by a majority of the Board of Directors. This valuation shall be conducted annually and upon any transfer, sale, or other disposition of shares. In the event of any dispute regarding the valuation, the Board's majority determination shall be final and binding, unless challenged within thirty (30)

days, in which case binding arbitration, as outlined in Article Fourteen, shall apply.

5. These transfer and ownership restrictions are permanent requirements, and shall not be altered, amended, or eliminated by any vote of the Board of Directors, any vote of the shareholders, or through any other action of the Corporation. The restrictions contained in this provision are irrevocable and shall remain intact for the duration of the Corporation's existence.

**Ninth: Sunset Provision.** The Class B Common Stock shall convert to Class A Common Stock based on the following thresholds of unaccredited investor ownership of Class A Common Stock:

1. When unaccredited investors own at least fifty-one percent (51%) of the outstanding Class A Common Stock, each share of Class B Common Stock shall carry 5 votes per share on all matters submitted to a vote of the shareholders.
2. When unaccredited investors own at least sixty percent (60%) of the outstanding Class A Common Stock, each share of Class B Common Stock shall carry 3 votes per share on all matters submitted to a vote of the shareholders.
3. When unaccredited investors own seventy-five percent (75%) or more of the outstanding Class A Common Stock, all outstanding shares of Class B Common Stock shall automatically convert into Class A Common Stock on a one-to-one basis, with each Class B share becoming one Class A share.

For purposes of this Provision, the determination of whether investors are 'unaccredited' shall be based on a self-certification process conducted by the Corporation annually. Each investor shall be required to submit a signed statement certifying their status as 'accredited' or 'unaccredited' as defined by applicable SEC guidelines. The Corporation reserves the right to request additional supporting documentation at its discretion. In the event of any dispute regarding the status of an investor as 'unaccredited,' the Board of Directors shall have the final authority to make a determination, which shall be binding on all shareholders.

**Tenth: Legacy Board Seat.** The Founders are Aaron Cramer ("Founder 1") and Angelia Cramer ("Founder 2"). The Founders hereby reserve one seat on the Board of Directors, designated as the "Legacy Chair." Founder 1 shall occupy the Legacy Chair until the sooner of Founder 1's death or resignation. Upon Founder 1's death or resignation, if Founder 2 is living and married to Founder 1 at that time, then Founder 2 shall immediately occupy the Legacy Chair without further action by the Board of Directors and shall inherit all rights of the Founder until Founder 2's death or resignation. If Founder 2 predeceases Found 1 or is not married to Founder 1 at the time of Founder 1's death, then the Legacy

Chair shall pass exclusively to a direct bloodline heir of Founder 1 as determined by Founder 1's will or trust. Such heir shall then be known as the "Founder" and shall retain all rights reserved for the Founder from that moment on.

If Founder 2 occupies the Legacy Chair, then upon Found 2's death or resignation, the Legacy Chair pass exclusively to a direct bloodline heir of Founder 1, as determined by Founder 1's will or trust. Such heir shall inherit all rights reserved for the Founder upon the Founder's death or resignation. This process shall continue, ensuring the rights of the Founder are passed to the rightful heir of Founder 1 upon the death or resignation of each occupant of the Legacy Chair.

If no such heir of Founder 1 has reached eighteen (18) years of age at the time of the Founder's death or resignation, a proxy shall be appointed by an affirmative vote of at least seventy-five (75%) of the entire Board of Directors to serve in the Legacy Chair until such time as an heir attains the age of eighteen (18), as further detailed in the Bylaws. The Legacy Chair is a permanent seat that shall not be altered, amended, or eliminated by any vote of the Board of Directors, any vote of the shareholders, or through any other action of the Corporation. This provision is irrevocable and shall remain intact for the duration of the Corporation's existence.

The proxy serving in the Legacy Chair during any period in which Founder 1's direct bloodline heir has not yet reached the age of eighteen (18) shall possess all rights, powers, duties, and responsibilities of a duly elected member of the Board of Directors. The proxy shall act in the best interests of the Corporation and its Mission Statement and shall be bound by the same fiduciary duties and standards of conduct applicable to other Board members under Delaware law and this Certificate of Incorporation.

**Eleventh: Amendment Clause.** Unless otherwise expressly stated herein to the contrary, any amendment to this Certificate of Incorporation shall require the affirmative vote of at least **seventy-five percent (75%)** of the outstanding shares entitled to vote thereon, in addition to the written approval of the Founder for any changes affecting founder-specific rights, unless a higher threshold is mandated by applicable law. Written consent of the Founder(s) must be obtained during a meeting of the Board and shall be attached to such Board meeting's minutes as an exhibit. Notwithstanding the above, any amendment or repeal of provisions that directly impact the Founder's rights, voting power, and/or the Legacy Board Seat, as specified herein, shall additionally require the express written consent of the Founders, irrespective of the percentage of shares voting in favor of such change and shall be obtained during a meeting of the Board. Such consent must be attached as an exhibit to any proposed amendment before it is presented to shareholders for approval.

**Twelfth: Corporate Actions, Sale Approval, and Founders' Special Rights.** The Corporation shall not be sold, merged, or transferred in any capacity without the affirmative vote of **ninety percent (90%)** of the outstanding shares entitled to vote on

such matters, in addition to the written approval of the Founders, in accordance with the Bylaws. Written consent of the Founder(s) must be obtained during a meeting of the Board and shall be attached to such Board meeting's minutes as an exhibit. The Founders shall retain initial voting power through the Class B shares, subject to structured reductions as specified herein and in the Bylaws. These special rights of the Founders remain in effect until the automatic conversion provisions for Class B shares are triggered.

**Thirteenth: Right of First Refusal (ROFR).**

1. **Right of First Refusal:** In the event that any shareholder (the "Selling Shareholder") proposes to sell, transfer, assign, pledge, or otherwise dispose of any shares of the Corporation's stock (the "Offered Shares") to any third party (the "Proposed Transferee"), the Corporation shall have the right of first refusal to purchase all or a portion of the Offered Shares on the same terms and conditions as offered to the Proposed Transferee, provided such terms and conditions are reasonable and in accordance with the Corporation's Bylaws and this Certificate of Incorporation.
2. **Notice of Proposed Transfer:** The Selling Shareholder shall provide the Corporation with a written notice (the "Notice") of the proposed transfer, specifying the number of Offered Shares, the proposed transfer price, and all terms and conditions of the proposed transfer. The Corporation shall have a reasonable period from the receipt of the Notice, as determined by the Corporation, to exercise its right of first refusal.
3. **Exercise of Right:** If the Corporation elects to exercise its right to purchase the Offered Shares, it shall provide written notice to the Selling Shareholder within a reasonable period of time. The transaction shall then be completed within sixty (60) days after such notice is provided by the Corporation. If the Corporation declines or fails to exercise this right within the sixty (60) days of receipt the Notice, the Selling Shareholder may proceed with the sale to the Proposed Transferee on the same terms provided such terms are in accordance with the Bylaws and this Certificate of Incorporation.
4. **Exempt Transfers:** The provisions of this Article Thirteen shall not apply to transfers to the Founder's direct bloodline heirs, as defined in Article Ten of this Certificate of Incorporation.

**Fourteenth: Dispute Resolution.**

1. **Mandatory Arbitration:** Any disputes arising out of or in connection with this Certificate of Incorporation, the Bylaws, or any rights, obligations, or liabilities as shareholders, directors, or officers of the Corporation shall be resolved exclusively through binding arbitration conducted in the State of Delaware, under the Commercial Arbitration Rules of the American Arbitration

Association. The arbitration award shall be final, binding, and enforceable in any court of competent jurisdiction.

2. **Governing Law:** This provision and any disputes under this Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.
3. **Forum Selection:** Notwithstanding the arbitration requirement, any suit, action, or proceeding arising out of this Certificate of Incorporation or related to the Corporation shall be brought exclusively in the Court of Chancery of the State of Delaware.

**Fifteenth: Survival.** In the event that any provision of this Certificate of Incorporation is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

**Sixteenth: Waiver of Appraisal Rights.** To foster transparency and protect the interests of all shareholders, any merger, consolidation, sale of substantially all assets, or other similar extraordinary transaction involving the Corporation shall require the affirmative vote of at least seventy-five percent (75%) of the outstanding shares entitled to vote on such matters and the written approval of the Founders. Shareholders shall retain their statutory appraisal rights in accordance with applicable Delaware law. However, shareholders wishing to exercise such rights shall provide written notice of their dissent to the Corporation within twenty (20) days following the approval of the by the requisite vote of the shareholders and approval of the Founders. Any dissenting shareholder who complies with this notice requirement may pursue payment of the fair market value of their shares as provided by applicable law.

To the fullest extent permitted by applicable law, any shareholder who exercises appraisal rights shall be bound by the valuation determined by a qualified independent appraiser selected by the Corporation. The appraiser's valuation shall be final, binding, and conclusive upon all parties, absent a showing of fraud or manifest error. The Corporation shall bear the costs of such appraisal, unless the shareholder's claim is deemed frivolous, in which case the shareholder shall reimburse the Corporation for all related expenses.

**Seventeenth: Qualified Small Business Stock (QSBS) Status.** The Corporation shall take all commercially reasonable steps necessary to qualify as a "Qualified Small Business" under Section 1202 of the Internal Revenue Code, as amended, to enable shareholders to benefit from potential tax exclusions on the gain from the sale of shares held for more than five (5) years, subject to applicable law. However, nothing in this Certificate shall guarantee that the Corporation will maintain such status, and the Corporation shall not be held liable to any shareholder for any failure to qualify for or maintain such status.

**Eighteenth: Anti-Dilution Protection.** The Corporation shall implement anti-dilution

protections, including Full Ratchet Adjustment, Weighted Average Adjustment, and protection from dilution resulting from stock splits, reverse stock splits, stock dividends, or the issuance of convertible securities. These protections shall be implemented to ensure that the Founder's ownership percentage and voting rights remain protected. The specific details and mechanisms of these anti-dilution protections are further outlined in the Bylaws and shall be applied in a manner that is consistent with the Founder's rights as set forth in this Certificate of Incorporation.

**Nineteenth:** All transfers, sales, or assignments of shares shall be conducted in full compliance with the Securities Act of 1933, as amended, Regulation A+ Tier 2, and all applicable state securities laws. Any transfer in violation of this provision shall be void ab initio and shall not be recognized by the Corporation. All shares issued under Regulation A+ Tier 2 shall bear a restrictive legend indicating that such shares are subject to transfer restrictions under applicable securities law, and may not be transferred, sold, or assigned without the Corporation's prior written consent. Any proposed transfer, sale, or assignment of shares must be submitted to the Corporation for approval, accompanied by documentation demonstrating compliance with applicable securities laws and regulations. The Corporation shall maintain accurate and complete records of all share transfers, sales, and assignments, in compliance with Regulation A+ Tier 2 reporting requirements and all other applicable securities regulations. The Corporation shall also ensure that all sales or issuances of shares comply with investor qualification and investment limits set forth by applicable SEC regulations.

**Twentieth:** In the event of any conflict between the provisions of this Certificate of Incorporation and applicable federal or state securities laws, such laws shall prevail, and this Certificate shall be interpreted and enforced in a manner consistent with such laws.

#### **Twentieth-First: Pricing Policy**

- 1. Guaranteed Markup Cap for Essential Goods and Services.** The Corporation shall ensure that all essential goods, services, and products (defined as items and/or services necessary for the health, safety, and well-being of consumers, including but not limited to food, medicine, medical supplies, healthcare services, clothing, water, heating, and shelter) shall be sold at a markup not exceeding thirty percent (30%) over the Corporation's actual cost. In no event shall the markup for such essential goods, services, and/or products exceed this thirty percent (30%) cap, thereby guaranteeing fair and reasonable pricing for consumers. This guaranteed markup cap for essential goods, products, and/or services is a permanent cap that shall not be altered, amended, or eliminated by any vote of the Board of Directors, any vote of the shareholders, or through any other action of the Corporation. This provision is irrevocable and shall remain intact for the duration of the Corporation's existence.
- 2. Flexible Markup for Non-Essential Goods and Services.** Non-essential goods, services, and/or products (defined as items not required for health, safety, or immediate well-being, including but not limited to entertainment,

information technology (IT) products or services, luxury goods, recreational equipment, and other discretionary items) shall not be subject to the thirty percent (30%) markup limitation. The Corporation reserves the right to determine the pricing of such non-essential goods, services, and/or products at its discretion, based on market conditions, demand, and other relevant factors.

3. **Applicability.** This pricing policy applies to all transactions conducted directly by the Corporation or through any of its subsidiaries, affiliates, franchisees, licensees, and/or authorized resellers. All entities operating under the Corporation's name, brand, and/or trademarks shall adhere to this policy as outlined.
4. **Board of Directors.** The Board of Directors shall have the authority to approve exceptions to this pricing policy on a case-by-case basis, provided that such exceptions are deemed to be in the best interest of the Corporation. However, any exception relating to essential goods, services, and/or products shall not exceed the thirty percent (30%) markup cap, while exceptions for non-essential goods, services, and/or products may be adjusted at the Board's discretion. Any proposed exception to this pricing policy must be approved by an affirmative vote of at least seventy-five percent (75%) of the entire Board of Directors and shall be recorded in the minutes of the Board meeting at which such approval is granted.
5. **Compliance and Enforcement.** All officers, agents, franchisees, and authorized resellers of the Corporation are required to comply with this pricing policy. Any violation of this policy shall be subject to disciplinary action, including but not limited to termination of contracts, licenses, or distribution rights, and any other remedies available to the Corporation under applicable law.
6. **Severability.** If any provision of this pricing policy is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be reformed to the maximum extent permitted by law to achieve the intent of this policy.

#### **Twentieth- Second: Founders Compensation from Stock Sales:**

1. The Founders of the Corporation shall be entitled to receive five percent (5%) total (to be received in two equal portions of two and a half percent (2.5%) each) of the proceeds from each sale of the Corporation's stock, subject to all of the following conditions:
  - A. **Board Approval.** Payment of this compensation shall only be made if it is determined to be in the best interests of the Corporation by a majority vote of the Board of Directors, excluding any Founder(s) from participating in such vote.
  - B. **Best Interests of the Corporation.** In determining whether the payment of the five percent (5%) compensation is in the best interests of the Corporation, the Board of Directors shall consider the financial condition of the Corporation, the impact of such payments on the Corporation's operations, and any relevant legal or



regulatory considerations.

2. **Deferral of Payment.** If, at any time, the Corporation fails to meet the financial health benchmarks set by the Board or if the Board determines that making the payment would not be in the best interests of the Corporation, the payment of the Founders' compensation shall be automatically deferred for that period.
3. **Board Vote on Deferred Payments.** Deferred compensation may be paid at a later time only if a majority vote of the Board of Directors, excluding any Founder(s), determines that the Corporation's financial condition has improved sufficiently and that such payment is in the best interests of the Corporation.
4. **Reference to Shareholder Agreement.** The specific terms, conditions, and details of this Founder compensation arrangement, including payment structure, duration, and any further limitations or conditions, shall be governed by the Shareholder Agreement. In the event of any conflict between this Certificate and the Shareholder Agreement, the terms of this Certificate shall control.
5. **Disclosure and Compliance.** The Corporation shall fully disclose the terms of this compensation arrangement to all shareholders and in all offering materials, including any filings with the Securities and Exchange Commission (SEC) or other regulatory bodies, in compliance with Regulation A+ and all other applicable securities laws and regulations.
6. **Duration and Transparency.** This compensation arrangement shall continue for as long as the Corporation exists, provided that it continues to meet the criteria outlined above and as further detailed in the Shareholder Agreement. This arrangement shall be disclosed annually to shareholders.

### **Twentieth-Third: Proxy Voting:**

Shareholders may delegate their voting rights to another person by written consent provided to the Corporation, subject to the limitations set forth in the Bylaws. No individual, except the Founder(s) or their lawful heirs, may hold more than one proxy at a time. The specific terms, conditions, and limitations governing proxy voting shall be detailed in the Corporation's Bylaws.

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 4<sup>th</sup> day of October, A.D. 2024.

BY: Janae L. Graham  
Janae L. Graham