CERTIFICATE OF INCORPORATION

of Culls Foundation Inc.
Jurisdiction: Commonwealth of Redmont
This Shareholder Agreement and Certificate of Incorporation (the "Agreement") is made and entered into as of 24th of March 2026, by and between Apollo Group Inc. (the "Company"), A corporation organized under the laws of the Commonwealth of Redmont, and the shareholders of the company (the "Shareholders").

1. Ownership and Equity Distribution

(a) The Company is initially authorized to issue a total of 10,000 Class A Common Shares with a par value of $1 per share. Each Class A Common Share entitles the holder to one (1) vote on all matters submitted to a vote of the Shareholders.
(b) Upon incorporation, the 200 Class A Common Shares shall be issued as following:

Shareholder Shares Issued:

Culls 10,000

(c) Culls is the incorporator of the Company.

(d) Shareholders shall have the pre-emptive right to purchase their pro-rata portion of any new issuance of shares to prevent dilution of their ownership interest.

(e) Any amendment to the Certificate of Incorporation or Shareholder Agreement must be proposed by the Board of Directors and be approved by the Shareholders.

2. Management and Decision-Making

(a) The business and affairs of the company shall be managed by the Board of Directors which shall have the authority to appoint Officers to manage day to day operations.

(b) For any shareholder vote, a quorum shall consist of Shareholders representing at least 50% of the total voting shares of the Company.
(i) In the case that any one shareholder holds enough shares to where their vote is required for a shareholder vote to pass, an exception shall be made, allowing it to pass if it is approved by all other shareholders.

3. Roles and Responsibilities

(a) The Shareholders' responsibilities include providing capital, electing and removing directors and voting on matters that require Shareholder approval as outlined in this Agreement.

(b) The Board of Directors is in charge of strategic direction making, oversight of management, and major corporate decisions. It is responsible for appointing officers, making financial decisions and ensuring the Company operates in the best interests of all Shareholders.

(c) Officers appointed by the Board are responsible for the daily management of the Company and execution of the Company's business strategies. The initial officers shall be:
- Chief Executive Officer (CEO): Culls

4. Transfer of Shares

(a) Shareholders may transfer or sell their shares in accordance with the terms of this Agreement.

(b) Shareholders must endeavour to inform the Board of Directors of any transfer of their shares within one (1) day of the transfer occurring.

(c) For evaluation, the price of such shares shall be determined by mutual agreement based on fair market value or if an agreement cannot be reached, by an independent appraiser appointed by the Board of Directors.

5. Dividends and Distributions

(a) The Board of Directors has the sole discretion to declare, determine and distribute dividends based on the Company's financial performance, capital needs and profitability. All distributions shall be made pro-rata among Shareholders based on their respective share ownership.

6. Dispute Resolution

(a) Any dispute arising from this Agreement shall first be addressed via good faith negotiation between the parties. If a resolution is not reached, the dispute will be settled by binding arbitration under the laws of the Commonwealth of Redmont.

(b) The Company may adopt bylaws that are not inconsistent with the Agreement, in the event of any conflict, the Agreement will prevail.

7. Exit Strategies

(a) In the event of the death or permanent incapacitation of a Shareholder or their stated desire to fully divest from the Company, the remaining Shareholders shall have the right to purchase all of the Shareholder's shares at an appropriately valuated price.

8. Confidentiality

(a) All Shareholders agree to maintain the confidentiality of the Company's proprietary information, financial data, and business strategies. They shall not disclose such information to any third party without the prior written consent of the Board.

9. Financing Arrangements

(a) The Company may secure funding at the Board of Directors' discretion through debt, equity or other means.

(b) Issuance of further equity must comply with the pre-emptive rights of Shareholders and required approval.

10. Parties

(a) This Agreement is binding upon the Company and all its Shareholders. By accepting shares, each shareholder agrees to be bound by the terms of this Agreement.

11. Board of Directors

(a) The Board of Directors shall oversee the governance and strategic direction of the Company.

(b) Initially, the Board shall consist of Culls.

(c) Any new directors shall be elected by a majority vote of the shareholders.

(d) There shall only ever be, at most, six board members at one time (including the Chairman and Deputy Chairman).
(i) If members are to be removed to fulfil this limit, a vote shall be held by the shareholders in the format of STV, where the least preferential members are removed until the limit is met.

12. Reserved Matters

(a) The following matters shall require approval of Shareholders holding at least 2/3 of total voting shares:
(i) Amending the Certificate of Incorporation or this Shareholder Agreement.
(ii) Entering into a merger, consolidation or acquisition.
(iii) Issuing new shares beyond the currently authorized amount.
(iv) Appointment or removal of the Chief Executive Officer.
(v) Sale, lease or disposal of substantially all of the Company's assets.
(vi) The voluntary dissolution or liquidation of the Company.

13. Shareholder Information and Meetings

(a) All Shareholders have the right to inspect the Company's records and transactions. Further information may be granted at a reasonable written request to the Board of Directors.

(b) Meetings of the Shareholders shall occur every two (2) months. The Board of

Directors or Shareholders holding at least 25% of the voting shares may call for a special meeting with one (1) week's notice.

14. Company Purpose and Nature

(a) The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the Laws of Redmont.

(b) The Company is established as a parent holding company, intended to own, manage and provide strategic direction to its subsidiary entities and to pursue other investment and business opportunities.