

ARTICLES OF ORGANIZATION

OF THE

COSMIC COMMONS COOPERATIVE ALLIANCE

A Colorado Limited Cooperative Association

RECITALS

WHEREAS, the undersigned Organizer, acting in the capacity of incorporator under the laws of the State of Colorado, does hereby establish and ordain these Articles of Organization for the formation and governance of the Cosmic Commons Cooperative Alliance (hereinafter referred to as the "Association" or "C3 Alliance"); and

WHEREAS, the Association is organized as a limited cooperative association pursuant to the Colorado Uniform Limited Cooperative Association Act, C.R.S. § 7-58-101 et seq., for the mutual benefit of its Members and the advancement of cooperative principles grounded in voluntary association, self-stewardship, and earned stewardship; and

WHEREAS, the Association shall operate in accordance with foundational principles recognizing that sovereignty constitutes a mutual commitment that Members agree to protect for one another, the guarantee of which flows from the collective power of cooperating individuals rather than from any transcendent order external to their association; and

WHEREAS, the Association recognizes that legitimate authority flows exclusively from the voluntary consent and mutual commitment of associating individuals, and that governance power derives from participation rather than from any claimed supremacy of collective bodies, governmental entities, or institutional structures over non-consenting individuals; and

WHEREAS, the Association shall honor the principle of non-aggression, wherein the initiation of force, fraud, or coercion against any person constitutes a violation of the mutual covenant, and defensive force is justified solely in protection of life, liberty, and legitimately earned stewardship rights; and

WHEREAS, the Association adopts and incorporates by reference the Bill of Rights of the Cosmic Commons Cooperative Alliance as the supreme governing document establishing Member sovereignty protections mutually constituted through collective commitment, which Bill of Rights shall supersede any conflicting provisions contained herein or in any subordinate governance document; and

WHEREAS, membership and economic stake within the Association shall derive exclusively from Patronage Performance, defined as verified contribution to the commons, ensuring that

stewardship authority flows from demonstrated value creation rather than arbitrary designation, inherited status, or passive ownership; and

WHEREAS, the Association shall implement Self-Sovereign Identity infrastructure through cryptographic systems ensuring that each Member retains exclusive control over their identity, credentials, reputation, and economic assets, with no third party possessing the technical capability or legal authority to access, modify, or seize such assets absent the Member's explicit cryptographic authorization;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and in recognition of the sovereignty that Members mutually constitute for one another through this cooperative enterprise, the Organizer does hereby adopt and establish these Articles of Organization as the foundational charter of the Association, to be effective upon filing with the Colorado Secretary of State.

ARTICLE I

NAME, DURATION, AND LEGAL EXISTENCE

Section 1.01. Name of Association

The name of this limited cooperative association shall be:

**Cosmic Commons Cooperative Alliance aka
C3 ALLIANCE LIMITED COOPERATIVE ASSOCIATION**

Section 1.02. Duration

The Association shall have perpetual existence, commencing upon the filing of these Articles of Organization with the Colorado Secretary of State, unless and until dissolved through the voluntary consent of its Members in accordance with the provisions set forth in Article X hereof and pursuant to applicable provisions of Colorado law. The Association shall not be dissolved, merged, or fundamentally altered without the express supermajority consent of its Members.

Section 1.03. Legal Status

The Association is organized as a limited cooperative association under the Colorado Uniform Limited Cooperative Association Act, C.R.S. § 7-58-101 et seq., and shall possess all rights, powers, and privileges accorded to such entities under the laws of the State of Colorado. The Association's engagement with the State of Colorado and its regulatory framework constitutes a voluntary utilization of available legal infrastructure for the benefit and protection of Members, and shall not be construed as acknowledgment of state authority superseding the mutual commitments Members make to one another through this Association.

ARTICLE II

REGISTERED OFFICE AND AGENT

Section 2.01. Registered Office

The street address of the registered office of the Association in the State of Colorado shall be:

1500 N GRANT ST

STE R

DENVER CO 80203

Additional Details:

Entity ID: 20111154467

Section 2.02. Registered Agent

The name and address of the registered agent at the above registered office shall be:

Colorado Registered Agents Inc (Fict name) Registered Agents Inc. (Corp Name)

The registered agent shall be an individual resident of the State of Colorado whose business office is identical to the registered office of the Association, or such other qualified registered agent as may be designated by the Board of Directors in accordance with applicable law.

Section 2.03. Change of Registered Office or Agent

The Board of Directors may change the registered office or registered agent of the Association by filing a statement of change with the Colorado Secretary of State in accordance with C.R.S. § 7-58-201 and applicable regulations, provided that such change serves the legitimate interests of the Association and its Members.

ARTICLE III

PURPOSE AND POWERS

Section 3.01. General Purpose

The Association is organized for the mutual benefit of its Members and in furtherance of cooperative principles grounded in voluntary association, self-stewardship, patronage-based allocation, distributed stewardship, and the protection of Member sovereignty through mutual commitment within collective enterprise. The Association exists to serve its Members, not to subordinate them to institutional authority.

Section 3.02. Specific Purposes

Without limiting the generality of the foregoing, the specific purposes for which the Association is organized shall include the following:

- (a) Self-Sovereign Infrastructure.** To provide cooperative infrastructure enabling Member-controlled digital commons and autonomous economic coordination systems, wherein each Member retains exclusive cryptographic control over their identity, credentials, assets, and participation.
- (b) Decentralized Governance Systems.** To operate blockchain-based governance, identity, and economic systems for Member benefit, including smart contract infrastructure, cryptographic consent mechanisms, and immutable recordkeeping systems that distribute authority and prevent centralized control.
- (c) Voluntary Stewardship Coordination.** To facilitate Member stewardship of shared resources through transparent, verifiable coordination mechanisms grounded in mutual covenant, patronage-based allocation, and the voluntary consent of participating stewards.
- (d) Perpetual Land Stewardship.** To establish, participate in, or coordinate with Community Land Trust entities or similar perpetual land stewardship organizations for the purpose of removing real property from speculative markets and securing Member access under terms consistent with cooperative principles, intergenerational stewardship, and the prohibition of absentee extraction.
- (e) Commons Asset Stewardship.** To acquire, hold, manage, and dispose of real property and infrastructure assets for Member benefit, including tokenized representations of stewardship rights through blockchain-based systems, subject to governance processes established in the Operating Agreement and the principle that stewardship derives from contribution rather than arbitrary title.
- (f) Physical Infrastructure Development.** To develop and operate physical infrastructure including, without limitation, energy generation systems, food production facilities, shelter, network infrastructure, and mobility resources serving Member needs and advancing cooperative self-sufficiency independent of centralized dependencies.

(g) Voluntary Economic Coordination. To operate economic coordination platforms enabling Member commerce, resource allocation, and voluntary value exchange; provided, however, that the Association shall not serve as a financial intermediary, take custody of Member assets, or engage in activities requiring licensure as a money transmitter, bank, or securities broker-dealer, except as may be expressly authorized under applicable law. All economic participation shall remain voluntary, and no Member shall be compelled to transact against their will.

(h) Delegated Autonomous Systems. To deploy autonomous systems, artificial intelligence, and algorithmic governance mechanisms operating exclusively under delegated authority from human Members; provided, however, that ultimate accountability for all such systems shall remain with the Association and its human Members, no autonomous system shall possess authority to override Member sovereignty protections established in the Bill of Rights, and all delegations of authority to autonomous systems shall be revocable by the delegating Member or Members.

(i) Federated Network Participation. To participate in federated networks of autonomous cooperatives and decentralized organizations, including the Nexus Node Network Commons ("N3 Commons"), through interoperable infrastructure and voluntary coordination mechanisms, while preserving Association sovereignty, Member self-determination, and the right to withdraw from any network relationship.

(j) General Lawful Activities. To engage in any and all lawful activities permitted to limited cooperative associations under the laws of the State of Colorado, and to exercise all powers incidental or conducive to the attainment of the foregoing purposes, provided that such activities do not violate the foundational principles upon which this Association is constituted.

Section 3.03. Powers of the Association

The Association shall possess all powers necessary, convenient, or incidental to effect its purposes as set forth herein, including without limitation all powers granted to limited cooperative associations under C.R.S. § 7-58-104 and other applicable provisions of Colorado law. The exercise of such powers shall at all times be subject to the constraints of the mutual covenant, the supremacy of the Bill of Rights, and the requirement that Association actions serve Member benefit rather than institutional self-perpetuation.

ARTICLE IV

MEMBERSHIP STRUCTURE AND SELF-SOVEREIGN IDENTITY

Section 4.01. Classes of Membership

The Association shall have the following classes of membership, each with rights, privileges, and obligations as set forth herein and in the Operating Agreement:

(a) Patron Members. Individuals who voluntarily contribute labor, services, skills, knowledge, or active participation to Association operations, earning Patronage Performance Tokens ("PPT") as verifiable contribution records entitling such Members to proportional allocation of surplus and governance participation rights commensurate with demonstrated stewardship.

(b) Investor Members. Individuals or entities who voluntarily contribute capital resources to Association operations, receiving returns according to investment agreements negotiated with Member consent; provided, however, that capital contribution alone shall not confer governance authority over operational Members, and Investor Member returns shall be subordinate to Patron Member patronage allocations.

(c) Hybrid Members. Members simultaneously holding both Patron Member and Investor Member status through both contribution of labor and capital, with rights and obligations corresponding to each class proportional to their respective contributions.

Section 4.02. Self-Sovereign Identity Foundation

Membership in the Association shall require establishment and maintenance of Self-Sovereign Identity infrastructure as set forth in this Section, constituting the technological instantiation of Member sovereignty and ensuring that identity remains under exclusive individual control:

(a) Sovereign Entity Identifier Requirement. All Members shall establish and maintain a Sovereign Entity Identifier ("SEID") implemented through Decentralized Identifier ("DID") cryptographic systems, providing self-sovereign, privacy-preserving verification of human personhood as a prerequisite for membership admission and continued membership in good standing. The SEID shall serve as the Member's immutable anchor of identity, credentials, and economic rights within the Association and across the N3 Commons network.

(b) SEID Vault Architecture. Each Member's SEID shall control a cryptographic vault possessing the following characteristics:

(i) Exclusive cryptographic control by the individual Member through possession of private key materials, with no third party—including the Association, its officers, directors, or agents—possessing access, override capability, or backdoor access absent the Member's explicit cryptographic authorization;

(ii) Full portability across all compatible commons, cooperatives, and network participants within the N3 Commons ecosystem and beyond, ensuring that Member identity and credentials are not captive to any single institution;

(iii) Privacy preservation through zero-knowledge proof systems or equivalent cryptographic verification methods enabling credential verification, governance participation, and economic transactions without disclosure of underlying personal data; and

(iv) Technical resistance to seizure, censorship, unauthorized access, or control by any party whatsoever, including the Association, governmental entities, or third parties, implemented through distributed infrastructure, encryption, and key management systems under exclusive Member control.

(c) Absolute Limitations on Association Authority. The Association shall maintain SEID verification infrastructure, technical systems, and network participation standards for the benefit of Members; provided, however, that the Association shall possess no authority, technical capability, or legal right to:

(i) Access Member SEID vaults or private key materials without explicit cryptographic authorization from the Member, and shall not design, implement, or maintain any system providing such unauthorized access;

(ii) Modify, censor, delete, freeze, or exercise any form of control over Member identity credentials, reputation records, contribution history, or cryptographic assets stored in SEID vaults; or

(iii) Prevent, restrict, or condition Member utilization of SEID credentials with other compatible commons, cooperatives, or network participants, recognizing that Member credentials are the property of the Member, earned through contribution.

(d) Inviolable Preservation Upon Exit or Separation. Upon voluntary exit or involuntary separation from the Association for any reason, Members shall retain complete, unencumbered ownership and control of their SEID infrastructure and all associated credentials, reputation records, identity attributes, and cryptographic assets, including without limitation:

(i) Experience Proof Tokens ("XPT") and all portable credentials earned through verified performance, which credentials shall remain valid and verifiable across the N3 Commons network;

(ii) Historical contribution records and reputation data documenting Member participation, which records the Association shall not delete, modify, or render inaccessible;

(iii) Personal data and transaction history maintained within the SEID vault, over which the Association shall exercise no continuing claim; and

(iv) Continued access to inter-commons network participation based on credentials legitimately earned during Association membership, which access no single commons may unilaterally revoke.

(e) Victim Restitution and Asset Collection. Notwithstanding the inviolable preservation of SEID control set forth in subsection (d) above, Members subject to arbitration decisions requiring victim restitution pursuant to Article IX hereof shall:

(i) Remain obligated to satisfy restitution judgments through voluntary payment or asset forfeiture as determined through due process arbitration procedures, with such obligations arising from the Member's voluntary acceptance of Association dispute resolution mechanisms;

(ii) Have access to Association resources, services, and collective treasury suspended until restitution obligations are satisfied in full;

(iii) Maintain complete SEID vault control; provided, however, that the Association may record public notice of outstanding restitution obligations in blockchain-based transparency systems, enabling informed decisions by other network participants; and

(iv) Face potential execution against Commons Coin ("COMM") token holdings, capital account balances, or other Association-specific assets subject to collection through smart contract mechanisms, while personal SEID vault contents beyond Association-issued tokens shall remain under exclusive Member control and beyond Association reach.

Section 4.03. Additional Admission Requirements

In addition to SEID establishment as set forth in Section 4.02, membership in the Association shall require:

(a) Voluntary agreement to the terms and conditions of membership as established in the Operating Agreement;

(b) Consent to the Bill of Rights and commitment to uphold its provisions as mutual obligations to fellow Members;

(c) Payment of any initial contribution or membership stake as may be established by the Board of Directors in accordance with the Operating Agreement; and

(d) Completion of orientation programs ensuring the prospective Member understands the rights, responsibilities, and principles upon which the Association is constituted.

Section 4.04. Member Rights

All Members shall possess the following rights, which rights are mutually constituted through collective commitment and structurally guaranteed by this Association:

(a) All rights enumerated and guaranteed in the Association's Bill of Rights, which rights shall be structurally protected and shall supersede any conflicting provision in these Articles, the Operating Agreement, or any other governance document, policy, or decision;

(b) Governance rights according to membership class and contribution level, including one-member-one-vote equality on constitutional matters and contribution-weighted influence on operational matters as specified in Article V hereof;

(c) Economic rights proportional to patronage contribution or investment stake, including proportional allocation of surplus and proportional responsibility for deficit, with transparent accounting and real-time access to financial records;

(d) The absolute right to voluntary exit from the Association at any time, for any reason or no reason, without penalty, prejudice, or requirement of justification, retaining all legitimately earned stewardship rights, credentials, and SEID vault contents, and settling only those voluntary obligations previously and freely undertaken; and

(e) The right to refuse participation in any activity, governance decision, economic arrangement, or other undertaking, with such refusal carrying no penalty beyond the natural consequence of non-participation in the specific matter refused.

Section 4.05. Transferability of Membership Interests

Membership interests in the Association may be transferred only with the prior consent of the Association and in accordance with transfer procedures established in the Operating Agreement, which procedures shall balance the Association's interest in maintaining cooperative character with Member freedom to exit and realize the value of their stake. Economic rights associated with COMM token holdings may be transferable as specified in the Operating Agreement, subject to consent mechanisms and right of first refusal provisions.

ARTICLE V

GOVERNANCE STRUCTURE

Section 5.01. Supremacy of Member Governance

Ultimate governance authority within the Association shall reside in the membership, exercised through voluntary participation in democratic processes as set forth herein and in the Operating Agreement. No subordinate governance body, including the Board of Directors, Faction entities, or any officer, shall possess authority to override Member decisions on constitutional matters,

diminish Member sovereignty protections guaranteed in the Bill of Rights, or compel Member participation in any activity against their will.

Section 5.02. Constitutional Matters

On all matters affecting the existence, dissolution, merger, fundamental structure, or constitutional framework of the Association, including amendments to these Articles of Organization or the Bill of Rights, each Member in good standing shall possess one vote, and no factor—including wealth, reputation, contribution level, or token holdings—shall override this baseline democratic protection. Approval of constitutional matters shall require a supermajority vote of seventy-five percent (75%) of all Members in good standing following a minimum deliberation period as specified in the Operating Agreement, ensuring adequate time for consideration and dissent.

Section 5.03. Operational Matters

On operational matters not rising to the level of constitutional significance, voting influence may be weighted according to demonstrated contribution and earned reputation, as measured through COMM token holdings and burned Patronage Performance Tokens, subject to the following constraints designed to prevent dominance and preserve distributed authority:

(a) No individual Member shall exercise more than ten percent (10%) maximum influence on any single operational proposal, regardless of reputation score, token holdings, or contribution level;

(b) Collective influence caps shall prevent any Faction or coordinated group from exercising dominance, as specified in the Operating Agreement;

(c) Consent-based decision processes shall be employed, wherein proposals proceed absent reasoned paramount objection identifying specific harm or principle violation and proposing constructive alternatives, recognizing that absence of objection indicates "safe enough to try" rather than universal agreement; and

(d) Any Member may challenge operational decisions alleged to violate superior authority (Bill of Rights or these Articles) through dispute resolution mechanisms, with the burden of proof resting on those asserting that superior authority permits the challenged action.

Section 5.04. Board of Directors

The Association shall be governed by a Board of Directors consisting of not fewer than three (3) directors elected by the Members in accordance with procedures established in the Operating Agreement. The Board shall exercise fiduciary responsibility for Association operations, legal compliance, and Member sovereignty protection; provided, however, that:

(a) The Board executes Member decisions rather than ruling over Members, and possesses no authority to override Member decisions on constitutional matters;

(b) Board composition shall reflect balanced Faction representation to prevent dominance by any single constituency;

(c) Directors shall be subject to recall by the Members through procedures established in the Operating Agreement; and

(d) No Board action shall diminish Member sovereignty protections or override individual rights guaranteed in the Bill of Rights.

Section 5.05. Officers

The Association shall have such officers as specified in the Operating Agreement, including at minimum a President or Managing Director and a Secretary, with duties, terms, compensation, and accountability mechanisms as established therein. Officers shall serve the membership and remain accountable to Member governance, not to external authorities or institutional self-interest.

Section 5.06. Faction Representation and Self-Sovereign Faction Entities

The governance structure of the Association shall recognize Member organization into operational Factions with self-sovereign representation entities, as follows:

(a) **Faction Authorization.** Each Nexus Node Network within the N3 Commons ecosystem, including the Association, is authorized to establish Faction representation entities to coordinate the stewardship control rights of Members organized by functional domain:

(i) A Union to represent the stewardship control rights of Producers—Members primarily contributing labor, services, skills, and direct value creation to Association operations;

(ii) A Guild to represent the stewardship control rights of Procurers—Members primarily contributing capital, resources, infrastructure investment, and economic sustainability planning; and

(iii) A Syndicate to represent the stewardship control rights of Promoters—Members primarily contributing coordination, communication, community development, external relations, and inter-commons liaison services.

(b) **Faction Entity Identifiers.** Each Faction entity shall operate through a Faction Entity Identifier ("FEID") issued in accordance with procedures specified in the Operating Agreement. The FEID

shall serve as the Faction's cryptographic identity for multi-signature operations, inter-Faction coordination, and network participation.

(c) Multi-Signature Vault Architecture. Each Faction entity shall be structured as a multi-signature cryptographic vault co-administered by the SEID vaults of Members elected to Faction signatory roles by the Faction membership. The multi-signature threshold, signatory selection procedures, rotation requirements, and operational parameters shall be specified in the Operating Agreement, subject to the following minimum requirements:

(i) No single individual shall possess unilateral control over Faction resources or decisions;

(ii) Signatory authority shall derive exclusively from election by Faction members through consent-based processes;

(iii) All Faction treasury transactions shall be transparent, auditable, and recorded on blockchain-based systems; and

(iv) Signatory roles shall include term limits and rotation requirements to distribute governance experience and prevent entrenchment.

(d) Faction Autonomy Within Bounds. Each Faction shall possess autonomy to organize its internal affairs, establish domain-specific performance standards, and coordinate Member activity within its functional scope; provided, however, that Faction authority shall not extend to matters reserved for Association-wide governance, and no Faction action shall diminish Member sovereignty or violate superior authority.

(e) Inter-Faction Coordination. The Board of Directors shall include representation from each Faction to ensure balanced governance and inter-Faction coordination. Specific representation ratios and coordination mechanisms shall be as specified in the Operating Agreement.

Section 5.07. Multi-Signature Treasury Management

Collective resources of the Association, including financial assets, digital currencies, tokenized property rights, and smart contract control authority, shall be held in cryptographically secured multi-signature treasury systems requiring threshold consensus for transaction authorization, as follows:

(a) Multi-Signature Requirements. Multi-signature authorities shall be distributed among Members elected through procedures specified in the Operating Agreement, with threshold signature requirements of no fewer than three (3) distinct individuals, and total signatories exceeding threshold requirements by at least two (2), preventing both unilateral control and two-person conspiracy.

(b) Transaction Transparency. All treasury transactions shall be cryptographically verified through blockchain-based systems, publicly auditable by any Member or external observer, accompanied by documented rationale for significant expenditures, and subject to Member challenge and governance review.

(c) Emergency Procedures. Emergency override procedures, if established in the Operating Agreement, shall require heightened signature thresholds exceeding normal operational requirements, shall be strictly limited to immediate threats to Member safety, infrastructure viability, or legal compliance, shall require rapid Member ratification within timeframes specified in the Operating Agreement, and shall include mandatory post-action transparency reporting and comprehensive review.

ARTICLE VI

PATRONAGE AND DISTRIBUTIONS

Section 6.01. Patronage Basis of Operations

The Association shall operate on a patronage basis, allocating net income and net losses to Members in proportion to their patronage participation during each fiscal year, in accordance with cooperative principles, the provisions of C.R.S. § 7-58-501 et seq., and the fundamental principle that economic stake is earned through contribution rather than conferred by arbitrary authority or passive ownership.

Section 6.02. Patronage Tracking Through Blockchain Systems

Member contributions shall be tracked through blockchain-based verification systems issuing Patronage Performance Tokens ("PPT") as verifiable, immutable, and auditable records of contribution. PPT holdings shall establish each Member's proportional claim on surplus allocations and proportional responsibility for deficit allocations. The PPT system shall be:

- (a)** Transparent, enabling any Member to verify contribution records and allocation calculations;
- (b)** Immutable, preventing retroactive modification of contribution history;
- (c)** Auditable, supporting verification by Members and external parties; and
- (d)** Non-transferable (soulbound), ensuring that contribution records cannot be sold or transferred separately from the contributing Member's SEID.

Section 6.03. Allocation of Net Income

Net income of the Association shall be allocated as follows:

(a) Patron Member Priority. Net income attributable to Patron Member transactions and contributions shall be allocated to Patron Members in proportion to their patronage as documented through PPT holdings, reflecting the principle that those who contribute labor and services create the value that generates surplus;

(b) Investor Member Allocation. Net income attributable to Investor Member capital shall be allocated according to investment agreements negotiated with Member consent; provided, however, that Investor Member returns shall be subordinate to Patron Member patronage allocations, and no investment agreement shall provide returns exceeding fair compensation for capital provision; and

(c) Specific Formulas. Specific allocation formulas, timing of distributions, reserve requirements, and calculation methodologies shall be as set forth in the Operating Agreement.

Section 6.04. Allocation of Net Losses

Net losses of the Association shall be allocated to Members in proportion to their COMM token holdings and patronage contribution, as applicable to the source of the loss. Deficit allocations shall be treated as interest-free obligations secured by Member capital accounts and COMM holdings, with future surplus distributions applied first to satisfy outstanding deficit balances. In no event shall Member liability extend beyond capital contributions and COMM holdings to personal assets.

Section 6.05. Methods of Distribution

Allocated amounts may be distributed to Members in any of the following forms, as determined by the Board of Directors in accordance with the Operating Agreement and subject to Member election where practicable:

(a) Cash, digital currency (including JLZ tokens), or cryptocurrency;

(b) Written notices of allocation crediting Member capital accounts;

(c) Qualified written notices of allocation as defined under applicable tax law;

(d) Membership interests, COMM tokens, or other digital tokens issued by the Association; or

(e) Any combination of the foregoing.

ARTICLE VII

CAPITAL STRUCTURE

Section 7.01. Forms of Capital Contribution

Members may make capital contributions to the Association in any of the following forms, subject to valuation procedures established in Article IX hereof and the principle that contribution value shall be determined through transparent, fair processes rather than arbitrary assessment:

- (a) Cash or cash equivalents in United States dollars or other fiat currency;
- (b) Digital assets or cryptocurrency, valued at fair market value as of the date of contribution;
- (c) Real or personal property, valued at fair market value determined through independent appraisal or comparable transaction analysis; or
- (d) Labor, services, or skills (sweat equity), valued through Member consent-based approval and market-rate benchmarking, recognizing labor contribution as legitimate capital formation.

Section 7.02. Member Capital Accounts

The Association shall maintain individual capital accounts for each Member, reflecting capital contributions, patronage allocations, distributions, and all other transactions affecting Member equity position. Capital account records shall be maintained on blockchain-based systems providing real-time Member access, auditability, and transparency, ensuring each Member can verify their economic position at any time.

Section 7.03. Returns on Investment Capital

Investor Members may receive returns on contributed capital according to investment agreements negotiated with Member consent; provided, however, that:

- (a) Such returns shall be subordinate to Patron Member patronage allocations;
- (b) No investment agreement shall grant Investor Members governance rights disproportionate to their patronage contribution;
- (c) No investment agreement shall override the governance rights of Patron Members or diminish Member sovereignty protections; and
- (d) Investment agreements shall not create obligations that would compel the Association to act against Member interests or foundational principles.

Section 7.04. Digital Token Systems

The Association may issue digital tokens representing various economic and governance interests, including without limitation:

(a) Commons Coin ("COMM"). Membership tokens representing proportional economic stake in the local Nexus Node Network commons community, governance weight on operational matters proportional to demonstrated contribution, eligibility for surplus distributions, and staking eligibility for productive deployment. COMM tokens shall be transferable subject to consent mechanisms and right of first refusal provisions as specified in the Operating Agreement.

(b) Patronage Performance Tokens ("PPT"). Non-transferable (soulbound) tokens documenting verified contributions, earned exclusively through completion of Impact Offers or other verified performances. PPT provides dual utility: temporary governance influence enhancement through burning on specific proposals, and conversion to COMM economic stake through the burn-to-mint mechanism, creating the primary pathway from contribution to ownership.

(c) Experience Proof Tokens ("XPT"). Non-transferable (soulbound) portable credentials and reputation records earned through milestone achievements and competency demonstrations, verifiable across the N3 Commons network, retained by Members upon exit, and serving as the foundation for expanded stewardship opportunities across federated cooperatives.

Detailed token functionality, rights, obligations, issuance mechanisms, burning procedures, and transfer restrictions shall be as specified in the Operating Agreement.

ARTICLE VIII

FISCAL YEAR, RECORDS, AND TRANSPARENCY

Section 8.01. Fiscal Year

The fiscal year of the Association shall be the calendar year, commencing January 1 and ending December 31, unless otherwise determined by the Board of Directors and reflected in an amendment to the Operating Agreement.

Section 8.02. Books and Records

The Association shall maintain complete books and records of account, membership, governance proceedings, and all other matters required by law or necessary for transparent operations. Such records shall be accessible to Members as specified in the Operating Agreement and as required by C.R.S. § 7-58-601 et seq., with the default presumption favoring transparency and Member access.

Section 8.03. Radical Financial Transparency

The Association shall maintain real-time financial transparency through blockchain-based systems providing continuous Member access to:

(a) Treasury operations, including all inflows, outflows, and asset holdings, with no hidden accounts or off-ledger transactions;

(b) Patronage allocations, capital account balances, and distribution calculations, enabling Member verification of fair treatment;

(c) Governance proposals, voting records, deliberation summaries, and decision rationale, ensuring accountability of governance participants; and

(d) Economic activity metrics and Association financial health indicators, enabling informed Member participation in governance.

Annual comprehensive financial statements, prepared in accordance with generally accepted accounting principles, shall be provided to Members within one hundred twenty (120) days after the close of each fiscal year for compliance and archival purposes; provided, however, that such annual reporting shall supplement, not replace, the real-time transparency systems required herein.

ARTICLE IX

FOUNDATIONAL PRINCIPLES AND DISPUTE RESOLUTION

Section 9.01. Foundational Principles

The Association is constituted upon and shall operate in accordance with foundational principles, which principles are mutually established through collective commitment and structurally protected through this governance framework:

(a) Non-Aggression. No Member, officer, director, agent, or autonomous system operating under Association authority shall initiate violence, coercion, threat thereof, or fraud against any person. The initiation of force is absolutely prohibited. Defensive force is justified solely in immediate protection of life, bodily safety, and legitimately earned stewardship rights, exercised proportionally to the threat.

(b) Self-Stewardship. Each individual possesses sovereignty over their own person, consciousness, labor, and the outputs thereof—sovereignty that is mutually recognized and collectively guaranteed by participating Members. No authority—whether internal to the Association, governmental, or otherwise—shall claim ownership over, exercise dominion over,

or extract the productive capacity of any individual without that individual's freely given, informed, and revocable consent.

(c) Legitimate Stewardship Through Contribution. Stewardship rights are earned exclusively through contribution, including labor, capital, care, and maintenance. Stewardship claims based on arbitrary authority, inherited status, conquest, political favor, or criteria other than verified contribution are not recognized within the Association. Abandonment of stewardship responsibilities returns associated resources to commons governance.

(d) Voluntary Association. All relationships within the Association are voluntary. No Member may be compelled, coerced, or penalized for declining to participate in any activity, and exit rights are structurally guaranteed. Governance authority derives exclusively from the consent and participation of cooperating Members.

(e) Mutual Constitution of Rights. The rights and protections established through this Association derive their force from the mutual commitment of Members to recognize and protect them for one another. Their authority flows from collective participation, not from transcendent discovery. This grounding in mutual commitment makes these protections more robust, not less—they exist because cooperating individuals continuously choose to maintain them together.

Section 9.02. Dispute Resolution Framework

Disputes arising within the Association shall be resolved through the following framework, emphasizing restoration over punishment and voluntary resolution over imposed judgment:

(a) Voluntary Resolution. Members shall first attempt resolution through direct communication and, if desired, informal facilitated dialogue, recognizing that most disputes are best resolved by the parties themselves.

(b) Mediation. If voluntary resolution fails, Members may request mediation by neutral parties, with non-binding recommendations aimed at restoring relationships and addressing underlying concerns.

(c) Covenant Guardian Investigation. Alleged violations of foundational principles shall be investigated by Covenant Guardians—Members holding credentials earned through demonstrated fairness, principle understanding, and dispute resolution competency as determined through local commons governance—following due process procedures specified in the Bill of Rights and Operating Agreement.

(d) Binding Arbitration. Foundational principle violations that cannot be resolved through mediation shall be subject to binding arbitration by neutral arbitrators with no conflict of interest,

with decisions focused on restitution to victims and restoration of injured parties rather than punishment, extraction, or institutional benefit.

(e) Due Process Protections. Accused Members shall be entitled to all due process protections specified in Article IX of the Bill of Rights, including clear written notice of allegations, access to evidence, right to present defense, neutral arbitration, written decision with rationale, and appeal rights.

(f) Maximum Remedies. Exclusion from commons participation shall constitute the maximum non-violent remedy for irreparable violations. Physical force authority is limited to immediate defense of life and bodily safety. SEID vaults remain under Member control regardless of adverse decisions.

Section 9.03. Recognition of State Entities

The Association recognizes governmental entities as optional service providers operating under their own claimed authority, not as authorities possessing supremacy over the mutual commitments Members make to one another. The Association may engage with such entities voluntarily for specific services, legal infrastructure, and liability protection while maintaining that:

(a) Member sovereignty is mutually constituted through this Association and does not depend on governmental recognition or regulation for its validity;

(b) Compliance with governmental requirements, where undertaken, represents strategic accommodation for practical benefit, not acknowledgment of state supremacy over Member commitments; and

(c) In cases of alleged criminal conduct, including acts of violence, that exceed the Association's internal arbitration capacity, or where local jurisdiction statutes mandate reporting, the Association may escalate matters to external state authorities as a last resort when internal resolution mechanisms are insufficient or legally required, while documenting such escalation and its justification for Member review.

Section 9.04. Conflicts of Interest and Related-Party Transactions

Directors, officers, and Members transacting with the Association or possessing interests in matters before the Association shall be subject to the following standards designed to prevent extraction and ensure mutual benefit:

(a) Full Disclosure and Recusal. Interested parties shall disclose all material interests prior to Association consideration of relevant matters, abstain from voting on matters in which they hold direct or indirect financial interest, recuse themselves from deliberations where participation

would compromise objective evaluation, and document all disclosures in records available for Member review.

(b) Fair Market Value Standard. Related-party transactions shall be evaluated based on fair market value determined through independent appraisal, comparable transaction analysis, or competitive bidding, with arms-length equivalence demonstrating that transaction terms mirror those between unrelated parties, and transparent documentation available for Member review and challenge.

(c) Contribution Valuation. Members contributing property, capital, labor, or services shall receive compensation or capital credit at valuations determined through independent assessment where appropriate, Member consent-based approval, and market-rate benchmarking, with transparent documentation in capital accounts and Association records.

(d) Preservation of Mutual Benefit. No provision herein shall prohibit mutually beneficial transactions between Members and the Association when conducted with full transparency, fair dealing, good faith, appropriate consent or approval, and documentation demonstrating mutual value creation rather than extraction by one party at the expense of another.

(e) Enforcement. Violations of conflict of interest standards shall be addressed through dispute resolution procedures, potential voiding of transactions violating fair dealing principles, restitution to the Association or affected Members for demonstrated damages, removal from office or governance roles for systematic violations, and potential involuntary separation following due process for egregious misconduct constituting foundational principle violations.

ARTICLE X

DISSOLUTION

Section 10.01. Voluntary Dissolution

The Association may be voluntarily dissolved upon satisfaction of the following requirements, recognizing that dissolution is a constitutional matter requiring the highest level of Member consent:

(a) Supermajority approval by seventy-five percent (75%) of all Members in good standing, with each Member possessing one vote regardless of contribution level, token holdings, or economic stake;

(b) A minimum deliberation period of sixty (60) days from the date of formal dissolution proposal to the date of final vote, with mandatory distribution of dissolution proposal, rationale, and alternative proposals to all Members;

(c) Opportunity for dissenting Members to present alternatives and for the membership to consider continuation options; and

(d) Filing of Articles of Dissolution with the Colorado Secretary of State in accordance with C.R.S. § 7-58-701 et seq. following Member approval.

Section 10.02. Distribution of Assets Upon Dissolution

Upon dissolution of the Association, after payment or adequate provision for payment of all debts, obligations, and liabilities of the Association, the remaining assets shall be distributed in the following order of priority:

(a) Return of Member capital accounts in proportion to documented contributions, ensuring that Members receive back what they put in before any other distribution;

(b) Distribution of remaining assets to Members in proportion to their patronage participation over the preceding three (3) fiscal years, as documented through PPT holdings, reflecting the principle that those who contributed most to creating value should receive proportional shares of remaining value; and

(c) Notwithstanding the foregoing, no distribution shall be made that would violate any tax-exempt status requirements applicable to the Association.

Section 10.03. Inviolable Preservation of SEID Rights

Upon dissolution, all Members shall retain complete, unencumbered ownership and control of their SEID infrastructure, credentials, reputation records, XPT tokens, contribution history, and all cryptographic assets stored in their SEID vaults, which rights shall survive dissolution of the Association absolutely. The Association shall not, in the process of dissolution, take any action that would impair Member access to or control over their SEID vaults and contents.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.01. Member Limited Liability

Members of the Association shall not be personally liable for the debts, obligations, or liabilities of the Association, whether arising in contract, tort, or otherwise, beyond their capital contributions and patronage obligations as set forth herein and in the Operating Agreement, except as may be otherwise required by applicable law or by voluntary agreement separately entered into by such Member. Personal assets beyond capital contributions and COMM holdings shall remain beyond Association reach for satisfaction of Association obligations.

Section 11.02. Director and Officer Limited Liability

Directors and officers of the Association shall not be personally liable to the Association or its Members for monetary damages for breach of fiduciary duty, except for liability arising from:

- (a) Breach of the duty of loyalty to the Association or its Members;
- (b) Acts or omissions not in good faith or involving intentional misconduct, knowing violation of law, or foundational principle violations;
- (c) Any transaction from which the director or officer derived an improper personal benefit; or
- (d) Any act or omission occurring prior to the effective date of these Articles.

Section 11.03. Indemnification

The Association shall indemnify and hold harmless directors, officers, and Members acting in good faith in their official capacities to the fullest extent permitted by Colorado law, as further specified in the Operating Agreement; provided, however, that indemnification shall not extend to knowing violations of foundational principles, intentional misconduct, or actions taken in bad faith.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendment Procedure

These Articles of Organization may be amended upon satisfaction of the following requirements:

- (a) Supermajority approval by seventy-five percent (75%) of all Members in good standing on constitutional matters, with each Member possessing one vote regardless of contribution level or token holdings;
- (b) A minimum deliberation period of sixty (60) days from the date of formal amendment proposal to the date of final vote;
- (c) Distribution of proposed amendment text to all Members in writing, with opportunity for comment, debate, and proposal of alternatives; and
- (d) Filing of Articles of Amendment with the Colorado Secretary of State in accordance with applicable law following Member approval.

Section 12.02. Unamendable Provisions

Notwithstanding Section 12.01, no amendment to these Articles of Organization, regardless of the level of Member approval, shall have the power to:

- (a)** Violate, diminish, condition, or impair the Member sovereignty guarantees established in the Bill of Rights, which guarantees are structurally protected and unamendable;
- (b)** Eliminate, condition, weight, or override the one-member-one-vote protection on constitutional matters established in Section 5.02 hereof;
- (c)** Contradict or violate the foundational principles upon which this Association is constituted as set forth in Section 9.01 hereof; or
- (d)** Grant the Association, its Board, officers, or any external authority access to, control over, or override capability regarding Member SEID vaults.

Any purported amendment in violation of this Section 12.02 shall be void ab initio and of no force or effect, regardless of the approval margin or procedural compliance.

ARTICLE XIII

SUPREMACY OF BILL OF RIGHTS

Section 13.01. Rights Guarantee and Supremacy

The Bill of Rights adopted by this Association shall constitute the supreme governing document of the Cosmic Commons Cooperative Alliance and shall supersede any conflicting provisions in these Articles of Organization, the Operating Agreement, or any other governance document, policy, decision, or action of the Association. The rights guaranteed therein are mutually constituted through collective commitment, structurally protected through this governance framework, and perpetually guaranteed to all Members.

Section 13.02. Resolution of Conflicts with External Law

Where conflict exists between Member rights guaranteed in the Bill of Rights and external legal obligations imposed by governmental authorities, the Association shall:

- (a)** Pursue all available legal remedies to challenge requirements that violate Member sovereignty;

(b) Implement structural modifications that preserve Member rights while maintaining legal standing;

(c) Employ strategic compliance measures that minimize infringement of Member rights; and

(d) Document all accommodations of external requirements and their justification for Member review.

In no event shall external legal requirements be used as justification for permanent elimination of Member sovereignty protections. Should compliance with external requirements become fundamentally incompatible with Member sovereignty, dissolution and reconstitution under alternative legal frameworks shall be preferable to perpetual subordination.

Section 13.03. Institutional Purpose and Member Primacy

The Association exists to serve Member sovereignty, not to subordinate Members to institutional authority. The Association is a tool created by cooperating individuals for their mutual benefit and may be dissolved, restructured, or abandoned by its Members at will. Should the Association structure ever serve to diminish rather than protect Member rights, dissolution shall be preferable to perpetuation of such subordination, and Members shall have the right to initiate dissolution proceedings in accordance with Article X hereof.

ARTICLE XIV

ORGANIZER, INITIAL DIRECTORS, AND FOUNDING MEMBERS

Section 14.01. Organizer

The name and address of the Organizer of this Association, who executes these Articles of Organization in the capacity of incorporator, is:

Plausible Potentials Consulting DACO

14272 FM 421 Rd. Kountze, TX 77625

Section 14.02. Initial Board of Directors

The initial Board of Directors of the Association, who shall serve until the first annual meeting of Members or until their successors are duly elected and qualified, shall consist of:

Director Data is protected information for member security, only available by request:

Director 1 -Sovereign Entity Identifier:DID:SEID:HASH:XXXXX

Director 2 -Sovereign Entity Identifier:DID:SEID:HASH:XXXXX

Director 3 -Sovereign Entity Identifier:DID:SEID:HASH:XXXXX

Section 14.03. Founding Members

The Founding Members who adopt these Articles of Organization, consent to the Bill of Rights, establish their SEID infrastructure, and constitute the initial membership of the Association are identified in Schedule A attached hereto and incorporated herein by reference.

Section 14.04. Community Land Trust Coordination

The Founding Members hereby authorize the Board of Directors to establish, coordinate with, or participate in Community Land Trust entities for perpetual land stewardship, as follows:

(a) Land Trust Formation. The Board is authorized to establish or participate in one or more Community Land Trust entities organized as nonprofit corporations or similar perpetual stewardship structures under applicable law for the purpose of removing real property from speculative markets, securing Member access to land, and ensuring intergenerational stewardship independent of individual ownership cycles.

(b) Governance Coordination. Land trust entities coordinated with the Association shall maintain shared membership or overlapping board representation ensuring accountability, transparent reporting to Association membership regarding operations and stewardship decisions, and governance processes respecting Member sovereignty while preserving appropriate legal separation.

(c) Property Transactions. The Board is authorized to facilitate transfer of real property to land trust entities at fair market value, issuance of long-term or perpetual ground leases from land trust to Association or Members, tokenization of leasehold interests through blockchain systems enabling transparent stewardship records, and documentation of capital contributions related to improvements.

(d) Stewardship Principles. Land trust relationships shall be structured to ensure that land stewardship derives from contribution and care rather than speculative ownership, that absentee extraction is prevented, and that intergenerational access is preserved for future Members and communities.

EXECUTION AND ATTESTATION

IN WITNESS WHEREOF, the undersigned Organizer, being duly authorized to execute these Articles of Organization on behalf of the Cosmic Commons Cooperative Alliance and acting in recognition of the sovereignty that founding Members mutually constitute for one another through this cooperative enterprise, does hereby adopt and establish these Articles of Organization, intending to be legally bound thereby, as of the date set forth below.

Executed this 22 day of December, 2026, in the State of Colorado.

ORGANIZER:

Plausible Potentials Consulting DACO- JWB

[Organizer Name]

Title: Pioneer - Authorized Organizer

END OF ARTICLES OF ORGANIZATION