

NAIAD CREATIVE, INC.

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (“Agreement”) is made as of _____, (the “*Effective Date*”) by and between Naiad Creative, Inc., a Montana corporation (the “*Company*”), and _____ (“*Subscriber*”).

1. SUBSCRIPTION. In consideration for Subscriber paying \$_____.00 to Company, Company hereby issues to Subscriber shares of Preferred Stock in Company (the “*Shares*”), based on a price of \$1 per share, on the terms set forth in Company’s Articles of Incorporation, in this Agreement, and on the Crowdfund Montana (MiTec, PBC) regulation crowdfunding platform.

2. REPRESENTATIONS AND WARRANTIES OF COMPANY. Company hereby represents and warrants to each Subscriber as follows:

2.1 Organization, Good Standing and Qualification. Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Montana. Company has all requisite corporate power and authority to execute and deliver this Agreement, to issue and sell the Shares, to carry out the provisions of this Agreement, and to own and operate its properties and assets and carry on its business as presently conducted.

2.2 Authorization; Binding Obligations. All corporate action on the part of Company as necessary for the authorization of this Agreement, the performance of all obligations of Company hereunder, and the authorization, sale, issuance, and delivery of the Shares pursuant hereto has been taken. This Agreement, when executed and delivered, will be a valid and binding obligation of the Company enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application affecting enforcement of creditors’ rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

2.3 Governmental Consents and Filings. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, or local governmental authority is required on the part of Company in connection with the consummation of the transactions contemplated by this Agreement, except for state and federal securities filings required in connection with a private offering.

2.4 Articles of Incorporation. A true and complete copy of Company’s Articles of Incorporation in effect at the time of Company’s execution of this Agreement is attached hereto as Exhibit A.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SUBSCRIBER. Subscriber hereby represents, warrants, and covenants to Company as follows:

3.1 Company May Rely on These Representations. Subscriber understands that Company’s offer and sale of the Shares has not been registered under the Securities Act of 1933, as amended (the “*1933 Act*”), because Company believes, relying in part on Subscriber’s

representations in this Agreement, that an exemption from such registration requirement is available for such sale. Subscriber understands that the availability of this exemption depends in part upon the representations Subscriber is making to Company in this Agreement being true and correct.

3.2 No Resale for One Year. Subscriber understands that the Shares may not be resold for one year after the date of issuance (with limited exceptions) and that even after one year there may not be any market for the Shares.

3.3 No Resale Without Registration or Exemption. Subscriber has been advised that the Shares have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available.

3.4 Subscriber Can Protect Its Interests. Subscriber understands that the purchase of the Shares involves a high degree of risk, and that Company's future prospects are uncertain. Subscriber understands the risks involved in the purchase of the Shares, including (1) the speculative high-risk nature of the investment; (2) the financial hazards involved, including the risk of losing the entire investment; and (3) the lack of liquidity of the investment due to the absence of a trading market for the Shares. Subscriber has fully reviewed Company's information on the Crowdfund Montana platform, including Company's Form C and all amendments thereto, if any. Subscriber has such knowledge and experience in financial and business matters that Subscriber can properly evaluate the merits and risks of purchase of the Shares and can protect Subscriber's own interests in this regard.

3.5 Subscriber Advised to Seek Representation. Subscriber understands that nothing in this Agreement or any other materials presented to Subscriber in connection with the purchase and sale of the Shares constitutes legal, tax, or investment advice. Company has advised Subscriber to consult with such legal, tax, and investment advisors as Subscriber, in its sole discretion, deems necessary or appropriate in connection with its purchase of the Shares.

3.6 Information. Subscriber acknowledges that it has received all the information it has requested from Company and it considers necessary or appropriate for deciding whether to acquire the Shares. Subscriber represents that it has had an opportunity to ask questions and receive answers from Company regarding the terms and conditions of the offering of the Shares and to obtain any additional information necessary to verify the accuracy of the information given to Subscriber.

3.7 Indemnity. Subscriber agrees to indemnify and hold harmless Company and its officers and directors for any claims, judgments, or expenses incurred as a result of any misrepresentation made by Subscriber.

3.8 Authority; Binding Agreement. Subscriber represents and warrants to, and covenants with, Company that (i) Subscriber has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and (ii)

this Agreement constitutes a valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms, except as enforceability may be limited by applicable law.

3.9 **Further Assurances.** Subscriber agrees and covenants that at any time and from time to time it will promptly execute and deliver to Company such further instruments and documents and take such further action as Company may reasonably require in order to carry out the full intent and purpose of this Agreement.

3.10 **Complete Information.** All information provided by Subscriber to Company herein, and all information provided by Subscriber to Company in connection with the purchase and sale of the Shares, is true, correct and complete as of the date hereof, and if there should be any change in such information, Subscriber will immediately provide Company with such information.

4. MISCELLANEOUS.

4.1 **Binding Agreement.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.2 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Montana.

4.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.5 **Notice.** Any notice or demand which either party may or must give to the other under this Agreement shall be made in writing and shall be either hand delivered or sent via email or U.S. certified mail to the following addresses, or at such other addresses which each party may later designate in writing to the other party:

If to Company:

Naiad Creative, Inc.
225 East Kootenai Ave
Troy, MT 59935

Phone Number: 406-890-4353
Email: naiadcreative@protonmail.com

If to Subscriber:

4.6 **Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no severance shall be effective if it materially changes the economic benefit of this Agreement to any party.

4.7 **Entire Agreement.** This Agreement, along with the agreements completed on the Crowdfund Montana platform, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to Subscriber's purchase of the Shares from Company and supersedes all prior and contemporaneous understandings or agreements of the parties.

4.8 **Amendments.** Any term of this Agreement may be amended either retroactively or prospectively, with the written consent of Company and Subscriber. All amendments shall be effective only when in writing signed by the parties.

4.9 **Expenses.** Company and Subscriber shall each be responsible for bearing their own expenses incurred on their behalf (including attorney's fees) with respect to this Agreement and the transaction contemplated hereby.

4.10 **Further Assurances.** Each party to this Agreement hereby covenants and agrees, without the necessity of any further consideration, to execute and deliver any and all such further documents and take any and all such other actions as may be necessary or appropriate to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated herein.

4.11 **Company's Right to Accept or Reject Investments.** Company may accept or reject any investments, in whole or in part. This means that Company may sell to Subscriber a smaller number of Shares than Subscriber subscribes to purchase or may choose not to sell Shares to Subscriber. If Company accepts Subscriber's investment, in whole or in part, except as otherwise set forth on the Crowdfund Montana platform, this Agreement will constitute an irrevocable commitment by Subscriber to purchase the Shares, and a copy of this Agreement will be executed by Company and returned to Subscriber. If Company rejects Subscriber's investment in whole or in part, Company will return the payment tendered for any unissued portion of the investment.

4.12 **Tax Withholding.** Subscriber hereby authorizes Company to make any withholding required by law. Subscriber agrees to provide to Company a Form W-9 or comparable form.

4.13 **Electronic Signatures.** Each party to this Agreement agrees that electronic signatures, whether digital or encrypted, to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

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IN WITNESS WHEREOF, the parties have executed this **SUBSCRIPTION AGREEMENT** as of the date first written above.

COMPANY:

Naiad Creative, Inc.
a Montana corporation

By:_____

Name: Shawna Kelsey

Title: CEO

SUBSCRIBER:

IF SUBSCRIBER IS AN INDIVIDUAL:

PRINT NAME

SIGNATURE

SUBSCRIBER:

IF SUBSCRIBER IS AN ENTITY:

PRINT NAME OF ENTITY

By:

(Signature)

(Print Name)

Its:

(Print Title)

EXHIBIT A

Articles of Incorporation



14941496

**STATE OF MONTANA**

SECRETARY OF STATE

ARTICLES OF INCORPORATION FOR DOMESTIC PROFIT CORPORATION

For Office Use Only
STATE OF MONTANA**-FILED-**

SECRETARY OF STATE

File Number: 14941496

Date Filed: 8/11/2021 4:09:07 PM

FILING FEE: \$70.00

Filing Fees & Processing Options		Standard Processing - \$70.00 - Up to 7-10 business days processing		
Fees and Processing Options				
Filing Effective Date		when filed with the Secretary of State		
The corporation will be effective:				
Corporate Type		General For Profit Corporation		
Corporation Type				
Corporate Name		Naiad Creative, Inc.		
Entity name				
Term		Perpetual / Ongoing		
Term Expiration				
Business Purpose		all legal business		
Purpose				
Business Mailing Address of Principal Office				
<input checked="" type="checkbox"/> Add Postal Address				
Address		P.O. BOX 252 TROY, MT 59935		
Business Physical Address of Principal Office				
<input checked="" type="checkbox"/> Add Physical Address				
Address		225 EAST KOOTENAI AVE. TROY, MT 59935		
Shares				
Share Type	Series	Shares Authorized	Shares Issued	Share Par Value
Common		100	70	0.01
Registered Agent In Montana				
Registered Agent		Kristina Boyd Non-Commercial Registered Agent Agent Number RA00028277 Email Address boyd.kristina@yahoo.com Website Physical Address 212 MILNOR LAKE RD TROY, MT 59935 Mailing Address 212 MILNOR LAKE RD TROY, MT 59935		



- ☒ The appointment of the registered agent listed above is an affirmation by the represented entity that the agent has consented to serve as a registered agent.

Incorporators

Name Of Individual Or Business Entity	Business Mailing Address	Email Address
Shawna L Kelsey	316 KALISPELL AVE. TROY, MT 59935	shawna.kelsey@gmail.com

Directors

Full Name	Business Mailing Address	Position	Email Address
None Entered			

Officers

Full Name	Business Mailing Address	Position	Email Address
Shawna L Kelsey	316 KALISPELL AVE. TROY, MT 59935	Secretary	shawna.kelsey@gmail.com
Kristina L Boyd	212 MILNOR LAKE ROAD TROY, MT 59935	Treasurer	boyd.kristina@yahoo.com

Declarations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

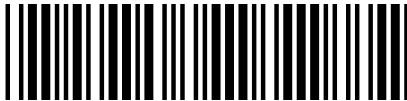
Signature

Self Shawna Kelsey 08/11/2021
Signer's Capacity Sign Here Date

Position Incorporator

Daytime Contact

Phone Number (406) 291-9895
Email shawna.kelsey@gmail.com



15285361

**STATE OF MONTANA**

SECRETARY OF STATE

RESTATED ARTICLES OF INCORPORATION - DOMESTIC
PROFIT CORPORATION/RAILROAD COMPANYFor Office Use Only
STATE OF MONTANA**-FILED-**

SECRETARY OF STATE

File Number: 15285361

Date Filed: 5/24/2022 4:46:00 PM

FILING FEE: \$15.00

Filing Fees & Processing Options																			
Fees and Processing Options	Standard Processing - \$15.00 - Up to 7 - 10 business days processing																		
Filing Effective Date																			
The corporation will be effective:	when filed with the Secretary of State																		
Entity Details																			
The name of the business entity is:	Naiad Creative, Inc.																		
Montana File Number:	D1233302																		
Entity Type:	Domestic Profit Corporation																		
Entity Subtype:	General For Profit Corporation																		
Entity Status:	Active-Good Standing																		
Formation Date:	08/12/2021																		
Corporate Type																			
Corporation Type	General For Profit Corporation																		
Corporate Name																			
Do you need to amend your entity name or provide name consent?	No																		
Entity name	Naiad Creative, Inc.																		
Term																			
Term Expiration	Perpetual / Ongoing																		
Business Purpose																			
Purpose	all legal business																		
Business Mailing Address of Principal Office																			
Address	P.O. BOX 252 TROY, MT 59935																		
Business Physical Address of Principal Office																			
Address	225 EAST KOOTENAI AVE. TROY, MT 59935																		
Amendment Approval and Vote Details																			
Amendment Adoption:	The amendment required approval by the shareholders in the manner required by Title 35 Chapter 14 and by the articles of incorporation.																		
Other Details																			
Other Amendment Details:																			
Date of amendment's adoption:	05/23/2022																		
Shares																			
<table><thead><tr><th>Share Type</th><th>Series</th><th>Shares Authorized</th><th>Shares Issued</th><th>Share Par Value</th></tr></thead><tbody><tr><td>Common</td><td></td><td>10,000,000</td><td>1,400,000</td><td>0.00001</td></tr><tr><td>Preferred</td><td></td><td>6,000,000</td><td>0</td><td>0.00001</td></tr></tbody></table>					Share Type	Series	Shares Authorized	Shares Issued	Share Par Value	Common		10,000,000	1,400,000	0.00001	Preferred		6,000,000	0	0.00001
Share Type	Series	Shares Authorized	Shares Issued	Share Par Value															
Common		10,000,000	1,400,000	0.00001															
Preferred		6,000,000	0	0.00001															
The registered agent on record is:																			

**Registered Agent**

Kristina Boyd
Non-Commercial Registered Agent

Agent Number

RA00028277

Email Address

boyd.kristina@yahoo.com

Website

Physical Address

212 MILNOR LAKE RD
TROY, MT 59935

Mailing Address

212 MILNOR LAKE RD
TROY, MT 59935

Amend the appointed registered agent?

No, keep the current agent information listed above

Directors

Full Name	Business Mailing Address	Position	Email Address
Kristina Boyd	212 MILNOR LAKE ROAD TROY, MT 59935	Director	boyd.kristina@yahoo.com
Shawna Kelsey	316 KALISPELL AVENUE TROY, MT 59935	Director	shawna.kelsey@gmail.com

Officers

Full Name	Business Mailing Address	Position	Email Address
Shawna L Kelsey	316 KALISPELL AVE. TROY, MT 59935	Secretary	shawna.kelsey@gmail.com
Kristina L Boyd	212 MILNOR LAKE ROAD TROY, MT 59935	Treasurer	boyd.kristina@yahoo.com

Declarations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

<u>Attorney in Fact</u>	<u>Shawna Kelsey</u>	<u>DawnMarin Dell</u>	<u>05/24/2022</u>
Signer's Capacity	On behalf of	Sign Here	Date
Position	Other Officer		

Daytime Contact

Phone Number

(866) 552-7726

Email

marin@jennykassan.com

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
NAIAD CREATIVE, INC.
a domestic profit corporation**

ARTICLE I

The name of the corporation is Naiad Creative, Inc. (the “**Corporation**”).

ARTICLE II

The address of the registered office of the Corporation in the State of Montana is 225 East Kootenai Ave., City of Troy, County of Lincoln, 59935 and the name of the registered agent of the Corporation in the State of Montana is Kristina Boyd.

ARTICLE III

The Corporation shall be a general for profit corporation as contemplated by the Montana Business Corporation Act.

ARTICLE IV

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Montana Business Corporation Act.

ARTICLE V

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 10,000,000 shares of Common Stock, \$0.00001 par value per share (“**Common Stock**”), and (ii) 6,000,000 shares of Preferred Stock, \$0.00001 par value per share (“**Preferred Stock**”).

The rights, preferences, privileges, and restrictions granted to or imposed on the Common Stock and the Preferred Stock are as follows. Unless otherwise indicated, references to “Sections” in this Article V refer to Sections of this Article V.

1. Definitions.

1.1. “**Deemed Liquidation Event**” means (a) a merger or consolidation in which the Corporation is a constituent party or a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of the surviving or resulting corporation or if the

surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

1.2. **“Original Issue Price”** of a given share of stock of the Corporation means the purchase price for which such share of stock was issued, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to such share.

1.3. **“Permitted Repurchase”** shall mean the repurchase by the Corporation of shares of Common Stock held by employees, officers, directors, consultants, independent contractors, advisors, or other persons performing services for the Corporation or a subsidiary that are subject to restricted stock purchase agreements or stock option exercise agreements under which the Corporation has the option to repurchase such shares: (i) at cost, upon the occurrence of certain events, such as the termination of employment or services; or (ii) at any price pursuant to the Corporation’s exercise of a right of first refusal to repurchase such shares.

1.4. **“Target Preferred Dividend”** shall mean, for any fiscal year, a dividend per share of Preferred Stock equal to or greater than five percent (5%) of the Original Issue Price for each share (prorated as provided in **Section 2.1**).

2. Dividends.

2.1. For any fiscal year of the Corporation, holders of Preferred Stock shall be entitled to receive, solely when, as, and if declared by the Board of Directors, but in preference to any dividend or distribution on shares of Common Stock as provided in **Section 2.2** below, out of assets that are legally available therefor, a cash dividend on each outstanding share of Preferred Stock.

No dividend declared on any share of Preferred Stock shall be cumulative, and for clarity, holders of Preferred Stock shall have no right to receive dividends for any fiscal year except to the extent that a dividend is declared for such fiscal year by the Board of Directors in its sole discretion.

The amount of the dividend on any share of Preferred Stock with respect to a fiscal year shall be prorated for the number of days within such fiscal year such share is held.

2.2. So long as any shares of Preferred Stock are outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on the Common Stock for any fiscal year unless each holder of Preferred Stock has received the Target Preferred Dividend for such fiscal year; provided, however, that neither of the following shall be considered a dividend or distribution for purposes of this **Section 2.2**: (i) any dividend

on shares of Common Stock payable in the form of additional shares of Common Stock and (ii) any Permitted Repurchase.

2.3. For any fiscal year in which each holder of Preferred Stock receives the Target Preferred Dividend and each holder of Common Stock receives a per share dividend equal to that received by the holders of Preferred Stock, the holders of Preferred Stock shall be entitled to fully participate, on a per share basis, in any additional dividends paid to the holders of Common Stock with respect to such fiscal year.

3. Liquidation, Dissolution, or Winding Up; Deemed Liquidation Events.

3.1. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share of Preferred Stock equal to the Original Issue Price for such share, plus the amount of any dividends declared but unpaid thereon. If upon any such liquidation, dissolution, or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this **Section 3.1**, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

3.2. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to **Section 3.1** above, the holders of shares of Common Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, before any distribution of residual assets pursuant to **Section 3.3** below, an amount per share of Common Stock equal to the Original Issue Price per share of the most recently sold Preferred Stock plus the amount of any declared but unpaid dividends on such share of Common Stock. If upon any such liquidation, dissolution, or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Common Stock the full amount to which they shall be entitled under this paragraph, the holders of shares of Common Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

3.3. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to **Section 3.1** above and to the holders of shares of Common Stock pursuant to **Section 3.2** above, the remaining assets of the Corporation available for distribution to its shareholders shall be

distributed among the holders of shares of Preferred Stock and Common Stock, pro rata on an as-converted to Common Stock basis.

4. **Redemption.**

4.1. Following the fifth anniversary of the issuance of any share of Preferred Stock, the holder of such share may request redemption of such share at a per share price equal to the Original Issue Price for such share; provided, however, that if the Board of Directors determines that a requested redemption may violate applicable law or impair the Corporation's ability to operate effectively, the Board of Directors may limit, postpone, or refuse the redemption. Redemptions may be paid in the form of cash or promissory notes, in any case in any reasonable manner determined by the Board of Directors. As a condition to any redemption under this **Section 5.1**, the applicable holder shall (i) if the shares to be redeemed are represented by one or more certificate(s), surrender such certificate(s) (or, if such holder alleges that such certificate(s) has been lost, stolen, or destroyed, deliver a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of such certificate) to the Corporation, in the manner and at the place designated by the Corporation, and (ii) otherwise comply with any reasonable instructions of the Corporation to effectuate such redemption. A redemption may not be made unless, immediately following such redemption, the Corporation shall have an outstanding class of Common Stock that is not subject to redemption.

4.2. In connection with a redemption, if the Corporation redeems less than all of the shares of Preferred Stock represented by a certificate surrendered to the Corporation as contemplated hereby, the Corporation shall promptly issue to the applicable holder a new certificate representing the unredeemed shares.

5. **Voting.** Except as expressly provided herein or otherwise required by applicable law, (a) the holders of Preferred Stock shall have no voting rights with respect to the affairs of the Corporation by reason of their ownership of such shares, and (b) all voting rights with respect to the affairs of the Corporation shall belong to the holders of Common Stock, in proportion to the number of shares of Common Stock held by them.

6. **Information Rights.** The Corporation will deliver to the holders of Preferred Stock un-audited annual financial statements no later than 90 days following the close of the fiscal year.

ARTICLE VI

No person entitled to vote at an election for directors may cumulate votes to which such person is entitled unless otherwise required by applicable law at the time of such election. Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Corporation.

In furtherance and not in limitation of the powers conferred by the laws of the state of Montana, the Board of Directors of the Corporation is expressly authorized to make, amend, or repeal bylaws of the Corporation.

ARTICLE VII

To the fullest extent permitted by applicable law, the personal liability of the directors of the Corporation for monetary damages for breach of fiduciary duty as a director of the Corporation shall be eliminated. If applicable law is hereafter amended to permit a Corporation to eliminate such personal liability to a greater extent than is permitted as of the date of filing hereof, then such personal liability shall be eliminated to such greater extent.

To the fullest extent permitted by applicable law, the Corporation shall indemnify (and provide advancement of expenses to) any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation. If applicable law is hereafter amended to permit a Corporation to provide such indemnification (or advancement of expenses) to a greater extent than is permitted as of the date of filing hereof, then the Corporation shall provide such indemnification (or advancement of expenses) to such greater extent.

Any repeal or modification of this **Article VII** shall be prospective only and shall not affect any rights or protections or increase the liability of any officer or director under this **Article VII** in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

ARTICLE VIII

Unless the Corporation consents in writing to the selection of an alternative forum, the courts of the State of Montana shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (c) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of the Montana Business Corporation Act or the Corporation's certificate of incorporation or bylaws, or (d) any action or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine.

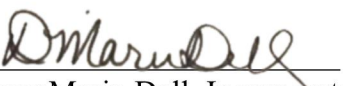
(remainder of page intentionally left blank)

ARTICLE IX

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

DawnMarin Dell
548 Market St., Suite 32053
San Francisco, California 94104

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Montana, 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 day, May 23, 2022.


DawnMarin Dell, Incorporator