

CONTIO INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

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**-FILED-**  
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Contio Inc., a corporation organized and existing under and by virtue of the provisions of the Idaho Business Corporation Act ("**IBCA**"), hereby certifies as follows.

1. The name of this corporation is Contio Inc. This corporation was originally incorporated pursuant to the IBCA on November 15, 2024 under the name Contio Inc.

2. The Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the Articles of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows.

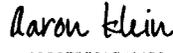
RESOLVED, that the Articles of Incorporation of this corporation be amended and restated in its entirety to read as set forth on Exhibit A attached hereto and incorporated herein by this reference.

3. Exhibit A referred to above is attached hereto as Exhibit A and is hereby incorporated herein by this reference. This Amended and Restated Articles of Incorporation was approved by the holders of the requisite number of shares of this corporation in accordance with the IBCA.

4. This Amended and Restated Articles of Incorporation, which restates and integrates and further amends the provisions of this corporation's Articles of Incorporation, has been duly adopted in accordance with the IBCA.

IN WITNESS WHEREOF, this Amended and Restated Articles of Incorporation has been executed by a duly authorized officer of this corporation on December 13, 2024.

By: Aaron Klein  
 Name: Aaron Klein  
 Title: Chief Executive Officer

Signed by:  
  
39C8E5E8AF404B2

B0959-4192 12/16/2024 2:00 PM Received by Office of the Idaho Secretary of State

**Exhibit A**

**CONTIO INC.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**ARTICLE I**  
**NAME**

The name of this corporation is Contio Inc. (the “*Corporation*”).

**ARTICLE II**  
**REGISTERED OFFICE**

The address of the registered office of the Corporation in the State of Idaho is 784 S. Clearwater Loop STE R in the City of Post Falls, County of Kootenai. The name of its registered agent at such address is Registered Agents Inc.

**ARTICLE III**  
**DEFINITIONS**

As used in these Restated Articles (this “*Restated Articles*”), the following terms have the meanings set forth below:

“*Board*” means the Board of Directors of the Corporation.

“*Board Composition*” means that the Board will consist of five directors of the Corporation with holders of record of the shares of Class B Stock exclusively and as a separate class, entitled to elect two directors of the Corporation for so long as at least 25% of the initially issued shares of Class B Stock remain outstanding (the “*Class B Directors*”) and the holders of record of the shares of Class C Stock, exclusively and as a separate class, entitled to elect three directors of the Corporation (the “*Class C Directors*”), provided that in its sole discretion and without any vote or other action required by holders of record of the shares of capital stock of the Corporation, the Board may expand the Board Composition to consist of seven directors with holders of record of the shares of Class B Stock, exclusively and as a separate class, entitled to elect one additional Class B Director of the Corporation for so long as at least 25% of the initially issued shares of Class B Stock remain outstanding, and the holders of record of the shares of Class C Stock, exclusively and as a separate class, entitled to elect one additional director of the Corporation. Notwithstanding anything to the contrary herein and to the maximum extent permitted under applicable law, holders of record of the shares of Class A Stock, exclusively and as a separate class, are not entitled to elect any directors of the Corporation. For administrative convenience, the initial Class B Directors may also be appointed by the Board in connection with the approval of the initial issuance of Class B Stock without a separate action by the holders of a majority of Class B Stock.

“*Capitalization Change*” means any stock splits, stock dividends, combinations, recapitalizations or the like with respect to capital stock.

“*Original Issue Price*” means \$0.99489788 per share for Class B Stock.

“*Requisite Holders*” means the holders of a majority of the outstanding shares of an applicable class or series of capital stock of the Company (as applicable, voting as a single class on an as-converted basis).

“*Requisite Directors*” means (a) four or more directors of the Board so long as the Board Composition consists of five directors of the Corporation or (b) six or more directors of the Board so long as the Board Composition consists of seven directors of the Corporation.

Any references in this Restated Articles to any number will be deemed to be appropriately adjusted for any Capitalization Changes.

**ARTICLE IV**  
**PURPOSE**

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the IBCA.

**ARTICLE V**  
**AUTHORIZED SHARES**

The total number of shares of all classes of stock that the Corporation has authority to issue is 32,600,000, consisting of (a) 17,400,000 shares of Class A Stock of the Corporation, \$0.0001 par value per share (“*Class A Stock*”), (b) 7,600,000 shares of Class B Stock of the Corporation, \$0.0001 par value per share (“*Class B Stock*”), and (c) 7,600,000 shares of Class C Stock of the Corporation, \$0.0001 par value per share (“*Class C Stock*”). Class B Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. As of the effective date of this Restated Articles, all shares of Class B Stock are hereby designated “*Class B Stock*”.

**A. CLASS A STOCK**

The following rights, powers privileges, restrictions, qualifications, and limitations apply to Class A Stock.

1. **General.** The voting, dividend and liquidation rights of the holders of Class A Stock are subject to and qualified by the rights, powers and privileges of the holders of Class B Stock and Class C Stock set forth in this Restated Articles.

2. **Voting.** The holders of Class A Stock are entitled to one vote for each share of Class A Stock held at all meetings of stockholders (and written consents in lieu of meetings). Unless required by law, there is no cumulative voting. The number of authorized shares of Class A Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more classes of capital stock that may be required by the terms of this Restated Articles) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of any provision to the contrary of the IBCA to the extent permitted under applicable law.

## B. CLASS C STOCK

The following rights, powers privileges, restrictions, qualifications, and limitations apply to Class C Stock.

1. **General.** The voting, dividend and liquidation rights of the holders of Class C Stock are subject to and qualified by the rights, powers and privileges of the holders of Class A Stock and Class B Stock set forth in this Restated Articles.

2. **Voting.** The holders of Class C Stock are entitled to twenty votes for each share of Class C Stock held at all meetings of stockholders (and written consents in lieu of meetings). Unless required by law, there is no cumulative voting. The number of authorized shares of Class C Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more classes of capital stock that may be required by the terms of these Restated Articles) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of the IBCA to the extent permissible under applicable law.

3. **Conversion.**

3.1 Shares of Class C Stock may be voluntarily converted into an equal number of shares of Class A Stock by the submission by the holder of such shares of a notice of election to the Corporation that sets forth the number of shares of Class C Stock to be so converted and upon any such conversion, will be automatically authorized and redesignated as Class A Stock.

3.2 In the event of any conversion of Class C Stock pursuant to Article IV, Section B.3.1, any certificates formerly representing outstanding shares of Class C Stock will thereafter be deemed to represent an equal number of shares of Class A Stock until the certificates representing such shares of Class C Stock are promptly exchanged for new certificates representing an equal number of shares of Class A Stock.

3.3 Upon any conversion of shares of Class C Stock into shares of Class A Stock pursuant to Article IV, Section B.3.1, no adjustment with respect to dividends shall be made; only those dividends shall be payable on the shares so converted as have been declared and are payable to holders of record of shares of Class C Stock as of a record date prior to the conversion date with respect to the shares so converted; and only those dividends shall be payable on shares of Class A Stock issued upon such conversion as have been declared and are payable to holders of record of shares of Class A Stock as of a record date on or after such conversion date.

## C. CLASS B STOCK

The following rights, powers, privileges, restrictions, qualifications and limitations apply to Class B Stock. Unless otherwise indicated, references to "Sections" in this Part C of this Article V refer to sections of this Part C.

1. **Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.**

(a) **Payments to Holders of Class B Stock.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined below), before any payment is made to the holders of Class C Stock by reason of their

ownership thereof, the holders of shares of Class B Stock then outstanding must be paid out of the funds and assets available for distribution to its stockholders, an amount per share equal to the greater of (a) two times the applicable Original Issue Price for such share of Class B Stock, plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Class B Stock been converted into Class A Stock pursuant to Section 3 immediately before such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event, the funds and assets available for distribution to the stockholders of the Corporation are insufficient to pay the holders of shares of Class B Stock the full amount to which they are entitled under this Section 1.1, the holders of shares of Class B Stock will share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Class B Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Payments to Holders of Class A Stock and Class C Stock. 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 Class B Stock as provided in Section 1.1, the remaining funds and assets available for distribution to the stockholders will be distributed among the holders of shares of Class A Stock and Class C Stock, pro rata based on the aggregate number of combined shares of Class A Stock and Class C Stock held by each such holder.

(c) Deemed Liquidation Events.

1.1.2 Definition. Each of the following events is a “*Deemed Liquidation Event*”:

(a) a merger or consolidation in which (i) the Corporation is a constituent party or (ii) 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 before such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of (1) the surviving or resulting party or (2) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent of such surviving or resulting party; *provided* that, for the purpose of this Section 1.3.1, all shares of Class A Stock issuable upon exercise of options outstanding immediately before such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately before such merger or consolidation are deemed to be outstanding immediately before such merger or consolidation and, if applicable, deemed to be converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Class A Stock are converted or exchanged; 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 of the assets or intellectual property of the Corporation and its subsidiaries taken as a whole, or, if substantially all of the assets or intellectual property of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation, except where such sale, lease, transfer, exclusive license or other disposition is to the Corporation or one or more wholly owned subsidiaries of the Corporation.

1.1.3 Amount Deemed Paid or Distributed. The funds and assets deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer or other disposition described in this Section 1.3 will be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities will be determined in good faith by the Board.

2. Voting.

(a) General. On any matter presented to the stockholders for their action or consideration at any meeting of stockholders (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Class B Stock may cast the number of votes equal to the number of whole shares of Class A Stock into which the shares of Class B Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Fractional votes will not be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Class B Stock held by each holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward). Except as provided by law or by the other provisions of this Restated Articles, holders of Class B Stock will vote together with the holders of Class A Stock and Class C Stock as a single class on an as-converted basis, will have full voting rights and powers equal to the voting rights and powers of the holders of Class A Stock, and will be entitled, notwithstanding any provision of this Restated Articles, to notice of any stockholder meeting in accordance with the bylaws of the Corporation (the "*Bylaws*").

(b) Election of Directors. The holders of record of the Corporation's capital stock are entitled to elect directors as described in the Board Composition. Any director elected as provided in the preceding sentence may be removed with or without cause by the affirmative vote of the holders of the shares of the class, classes, or series of capital stock entitled to elect the director or directors, given either at a special meeting of the stockholders duly called for that purpose or pursuant to a written consent of stockholders. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class, classes, or series entitled to elect the director constitutes a quorum for the purpose of electing the director.

3. Conversion. The holders of Class B Stock have the following conversion rights (the "*Conversion Rights*"):

3.1 Right to Convert.

3.1.1 Conversion Ratio. Each share of Class B Stock is convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Class A Stock as is determined by dividing the Original Issue Price for the series of Class B Stock by the Conversion Price of such series of Class B Stock in effect at the time of conversion. The "*Conversion Price*" for each series of Class B Stock means the Original Issue Price for such series of Class B Stock, which initial Conversion Price, and the rate at which shares of Class B Stock may be converted into shares of Class A Stock, is subject to adjustment as provided in this Restated Articles.

3.1.2 Termination of Conversion Rights. Subject to Section 3.3.1 in the case of a Contingency Event (as defined below), in the event of a liquidation, dissolution, or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights will terminate at the close of business on the last full day preceding the date fixed for the first payment of any funds and assets distributable on such event to the holders of Class B Stock.

3.2 Fractional Shares. No fractional shares of Class A Stock will be issued upon conversion of Class B Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation will pay cash equal to such fraction multiplied by the fair market value of a share of Class A Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion will be determined on the basis of the total number of shares of Class B Stock the holder is at the time converting into Class A Stock and the aggregate number of shares of Class A Stock issuable upon such conversion.

3.3 Mechanics of Conversion.

3.3.1 Notice of Conversion. To voluntarily convert shares of Class B Stock into shares of Class A Stock, a holder of Class B Stock will, (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Class B Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Class B Stock and, if applicable, any event on which such conversion is contingent (a "*Contingency Event*") and (b) if such holder's shares are certificated, surrender the certificate or certificates for the shares of Class B Stock (or, if such registered holder alleges that any such certificate has been lost, stolen or destroyed, 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), at the office of the transfer agent for Class B Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). The conversion notice must state the holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Class A Stock to be issued if certificated. If required by the Corporation, certificates surrendered for conversion will be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder's attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of the certificates (or lost certificate affidavit and agreement) and notice (or, if later, the date on which all Contingency Events have occurred) will be the time of conversion (the "*Conversion Time*"), and the shares of Class A Stock issuable upon conversion of the shares represented by such certificate will be deemed to be outstanding of record as of such time. The Corporation will, as soon as practicable after the Conversion Time, (a) issue and deliver to the holder, or to the holder's nominees, a certificate or certificates or other evidence for uncertificated shares for the number of whole shares of Class A Stock issuable upon the conversion in accordance with the provisions of this Restated Articles and a certificate or other evidence for uncertificated shares for the number (if any) of the shares of Class B Stock represented by the surrendered certificate (or uncertificated shares) that were not converted into Class A Stock, (b) pay in cash such amount as provided in Section 3.2 in lieu of any fraction of a share of Class A Stock otherwise issuable upon such conversion and (c) pay all declared but unpaid dividends on the shares of Class B Stock converted.

3.3.2 Reservation of Shares. For the purpose of effecting the conversion of Class B Stock, the Corporation will at all times and notwithstanding anything to the contrary herein while any share of Class B Stock is outstanding, reserve and keep available (or have the right to authorize, reserve and keep available) out of its authorized but unissued capital stock, that number of its duly authorized shares of Class A Stock as may from time to time be sufficient to effect the conversion of all outstanding shares of Class B Stock; and if at any time the number of authorized but unissued shares of Class A Stock is not be sufficient to effect the conversion of all then-outstanding shares of Class B Stock, the Corporation will have the right to use its best efforts to cause such corporate action to be taken as may be necessary to increase its authorized but unissued shares of Class A Stock to such number of shares as will be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Restated Articles. Before taking any

action that would cause an adjustment reducing the Conversion Price of a series of Class B Stock below the then-par value of the shares of Class Stock issuable upon conversion of such series of Class B Stock, the Corporation will take any corporate action that may be necessary so that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A Stock at such adjusted Conversion Price.

3.3.3 Effect of Conversion. All shares of Class B Stock that have been surrendered for conversion as provided in this Restated Articles will no longer be deemed to be outstanding and all rights with respect to such shares will immediately cease and terminate at the Conversion Time, except only the right of the holders of such shares to receive shares of Class A Stock in exchange for such shares, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 3.2, and to receive payment of any dividends declared but unpaid on such shares. Any shares of Class B Stock so converted will be retired and cancelled by the Corporation and may not be reissued.

3.3.4 No Further Adjustment. Upon any conversion of shares of Class B Stock, no adjustment to the Conversion Price of the applicable series of Class B Stock will be made with respect to the converted shares for any declared but unpaid dividends on such series of Class B Stock or on Class A Stock delivered upon conversion.

3.4 Adjustment for Stock Splits and Combinations. If the Corporation at any time or from time to time after the date on which the first share of a series of Class B Stock is issued by the Corporation (such date referred to herein as the "*Original Issue Date*" for such series of Class B Stock) effects a subdivision of the outstanding shares of Class A Stock, the Conversion Price of each series of Class B Stock in effect immediately before such subdivision will be proportionately decreased so that the number of shares of Class A Stock issuable upon conversion of each share of such series will be increased in proportion to the increase in the aggregate number of shares of Class A Stock outstanding. If the Corporation at any time or from time to time after the Original Issue Date for a series of Class B Stock combines the outstanding shares of Class A Stock, the Conversion Price of each series of Class B Stock in effect immediately before such combination will be proportionately increased so that the number of shares of Class A Stock issuable upon conversion of each share of such series will be decreased in proportion to the decrease in the aggregate number of shares of Class A Stock outstanding. Any adjustment under this Section 3.4 becomes effective at the close of business on the date the subdivision or combination becomes effective.

3.5 Adjustment for Certain Dividends and Distributions. If the Corporation at any time or from time to time after the Original Issue Date for a series of Class B Stock makes or issues, or fixes a record date for the determination of holders of Class A Stock entitled to receive, a dividend or other distribution payable on Class A Stock in additional shares of Class A Stock, then and in each such event the Conversion Price of such series of Class B Stock in effect immediately before the event will be decreased as of the time of such issuance or, if a record date has been fixed, as of the close of business on such record date, by multiplying such Conversion Price then in effect by a fraction:

(a) the numerator of which is the total number of shares of Class A Stock issued and outstanding immediately before the time of the issuance or the close of business on the record date, and

(b) the denominator of which is the total number of shares of Class A Stock issued and outstanding immediately before the time of such issuance or the close of business on the record date plus the number of shares of Class A Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (i) if such record date has been fixed and the dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price will be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price will be adjusted pursuant to this Section 3.5 as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment will be made if the holders of such series of Class B Stock simultaneously receive a dividend or other distribution of shares of Class A Stock in a number equal to the number of shares of Class A Stock that they would have received if all outstanding shares of such series of Class B Stock had been converted into Class A Stock on the date of the event.

3.6 Adjustments for Other Dividends and Distributions. If the Corporation at any time or from time to time after the Original Issue Date for a series of Class B Stock makes or issues, or fixes a record date for the determination of holders of Class A Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Stock in respect of outstanding shares of Class A Stock), then and in each such event the Corporation will make, simultaneously with the distribution to the holders of Class A Stock, a dividend or other distribution to the holders of the series of Class B Stock in an amount equal to the amount of securities as the holders would have received if all outstanding shares of such series of Class B Stock had been converted into Class A Stock on the date of such event.

3.7 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date for a series of Class B Stock, Class A Stock issuable upon the conversion of such series of Class B Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification, or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation covered by Sections 3.4, 3.5, 3.6 or 3.8 or by Section 1.3 regarding a Deemed Liquidation Event), then in any such event each holder of such series of Class B Stock may thereafter convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Class A Stock into which such shares of Class B Stock could have been converted immediately before such recapitalization, reclassification or change.

3.8 Adjustment for Merger or Consolidation. Subject to the provisions of Section 1.3, if any consolidation or merger occurs involving the Corporation in which Class A Stock (but not a series of Class B Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 3.5, 3.6 or 3.7), then, following any such consolidation or merger, the Corporation will provide that each share of such series of Class B Stock will thereafter be convertible, in lieu of Class A Stock into which it was convertible before the event, into the kind and amount of securities, cash, or other property which a holder of the number of shares of Class A Stock issuable upon conversion of one share of such series of Class B Stock immediately before the consolidation or merger would have been entitled to receive pursuant to the transaction; and, in such case, the Corporation will make appropriate adjustment (as determined in good faith by the Board) in the application of the provisions in this Section 3 with respect to the rights and interests thereafter of the holders of such series of Class B Stock, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the Conversion Price of such series of Class B Stock) will thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Class B Stock.

3.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Class B Stock pursuant to this Section 3, the Corporation at its expense will, as promptly as reasonably practicable but in any event not later than 15 days thereafter, compute such adjustment or readjustment in accordance with the terms of this Restated Articles and furnish to each holder of such series of Class B Stock that is certificated, a certificate setting forth the adjustment or readjustment (including the kind and amount of securities, cash, or other property

into which such series of Class B Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation will, as promptly as reasonably practicable after the written request at any time of any holder of any certificated series of Class B Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (a) the Conversion Price of such series of Class B Stock then in effect and (b) the number of shares of Class A Stock and the amount, if any, of other securities, cash, or property which then would be received upon the conversion of such series of Class B Stock.

3.10 Mandatory Conversion. Upon either (a) an IPO, or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders of Class B Stock at the time of such vote or consent, voting as a single class on an as-converted basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent, the "*Mandatory Conversion Time*"), (i) all outstanding shares of Class B Stock will automatically convert into shares of Class A Stock, at the applicable ratio described in Section 3.1.1 as the same may be adjusted from time to time in accordance with Section 3 and (ii) such shares may not be reissued by the Corporation.

3.11 Procedural Requirements. The Corporation will notify in writing all holders of record of shares of Class B Stock of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Class B Stock pursuant to Section 3.10. Unless otherwise provided in this Restated Articles, the notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of the notice, each holder of certificated shares of Class B Stock will surrender such holder's certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, 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 at the place designated in such notice, and will thereafter receive certificates for the number of shares of Class A Stock to which such holder is entitled pursuant to this Section 3. If so required by the Corporation, certificates surrendered for conversion will be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder's attorney duly authorized in writing. All rights with respect to Class B Stock converted pursuant to Section 3.10, including the rights, if any, to receive notices and vote (other than as a holder of Class A Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or before such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 3.11. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Class B Stock, the Corporation will issue and deliver to such holder, or to such holder's nominee(s), a certificate or certificates for the number of whole shares of Class A Stock issuable upon such conversion in accordance with the provisions hereof, together with cash as provided in Section 3.2 in lieu of any fraction of a share of Class A Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Class B Stock converted. Such converted shares of Class B Stock will be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Class B Stock (and the applicable series thereof) accordingly.

4. Dividends. The Corporation will declare all dividends pro rata on Class A Stock, Class B Stock, and Class C Stock on a pari passu basis according to the aggregate number of shares of Class A Stock and Class C Stock held by such holders. For this purpose, each holder of shares of Class B Stock

will be treated as holding the greatest whole number of shares of Class A Stock then issuable upon conversion of all shares of Class B Stock held by such holder pursuant to Section 3.

5. **Redeemed or Otherwise Acquired Shares.** Any shares of Class B Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries will be automatically and immediately cancelled and retired and will not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Class B Stock following any such redemption.

6. **Waiver.** Any of the rights, powers, privileges and other terms of Class B Stock set forth herein may be waived prospectively or retrospectively on behalf of all holders of Class B Stock by the affirmative written consent or vote of the Requisite Holders of Class B Stock.

7. **Notice of Record Date.** In the event:

(a) the Corporation takes a record of the holders of Class A Stock (or other capital stock or securities at the time issuable upon conversion of Class B Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security;

(b) of any capital reorganization of the Corporation, any reclassification of Class A Stock, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary liquidation, dissolution or winding up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of Class B Stock a written notice specifying, as the case may be, (i) the record date for such dividend, distribution, or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Class A Stock (or such other capital stock or securities at the time issuable upon the conversion of Class B Stock) will be entitled to exchange their shares of Class A Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up, and the amount per share and character of such exchange applicable to Class B Stock and Class A Stock. The Corporation will send the notice no less than 20 days before the earlier of the record date or effective date for the event specified in the notice.

8. **Notices.** Except as otherwise provided herein, any notice required or permitted by the provisions of this Article V to be given to a holder of shares of Class B Stock must be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the IBCA, and will be deemed sent upon such mailing or electronic transmission.

**D. Protective Provisions**

The Corporation will not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Restated Articles) the written consent or affirmative vote of the Requisite Directors:

(a) appoint or remove the Chief Executive Officer or Chair of the Board;

(b) alter the compensation of the Chief Executive Officer or directors of the Corporation;

(c) liquidate, dissolve, or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, effect a material divestiture or other sale of the Corporation's assets or lines of business, or consent, agree or commit to do any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Article V, Section D;

(d) undertake any acquisitions (whether by the purchase of assets or stock or by merger, consolidation or combination or otherwise) for consideration with a fair market value in excess of \$500,000 as determined by the Board at the time of any such acquisition;

(e) other than equipment leases, bank lines of credit or trade payables incurred in the ordinary course of business, unless the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would not exceed the greater of (x) three times EBITDA as determined by the Board or (y) \$500,000, create, or issue, any debt security, create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business), or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees, or permit any subsidiary to take any such action with respect to any debt security lien, security interest or other indebtedness for borrowed money

(f) authorize or create (by reclassification or otherwise) any new class or series of capital stock unless the same ranks junior to or pari passu with the Class B Stock with respect to its special rights, powers and preferences, or issue any securities directly or indirectly convertible into or exchangeable for capital stock of the Corporation unless the capital stock potentially issuable upon such conversion would rank junior to or pari passu with the Series B Stock with respect to its special rights, powers and preferences;

(g) increase or decrease the authorized number of shares of any class or series of capital stock that does not rank junior to or pari passu with the Class B Stock or alter the capital structure of the Corporation in a manner that adversely affects the rights, preferences or privileges of the Series B Stock;

(h) (i) create or adopt, any equity (or equity-linked) compensation plan; or (ii) amend any such plan to increase the number of shares authorized for issuance thereunder;

(i) initiate an IPO;

(j) amend, alter or repeal any provision of the Articles of Incorporation or Bylaws of the Corporation in a manner that adversely affects the rights, preferences or privileges of the Series B Stock; or

(k) cause the Corporation to enter into or engage in any non-employment or non-consultant-related transaction with the Chief Executive Officer, any individual reporting directly to the Board, or executive-level individual reporting directly to the Chief Executive Officer, any immediate family member of any of the foregoing individuals, or any entity directly or indirectly controlled by any such individual or with respect to which any such individual is an officer,

director, general partner, trustee, manager, or holds a substantially similar position ((a) through (k), the “*Protected Actions*”).

Notwithstanding the foregoing, the Corporation may undertake a Protected Action without the written consent or affirmative vote of the Requisite Directors with (A) the written consent or affirmative vote of the majority of the directors of the Board and then (B) within thirty days of such written consent or affirmative vote by the majority of the Directors of the Board, the written consent or affirmative vote of the Requisite Holders of each of the Class A Stock as a single class, the Class B Stock as a single class, and the Class C Stock as a single class, provided that if the Requisite Holders of each such class has not so consented or voted for such Protected Action upon the expiration of such thirty day period, the Corporation may undertake such Protected Action with the affirmative vote (or written consent) of the holders of shares of capital stock of the corporation as a single, combined class representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote (for the avoidance of doubt, for the purpose of such vote (or written consent), the holders of Class C Stock shall be entitled to twenty votes for each share of Class C Stock in accordance with this Article V, Section B.2.).

**ARTICLE VI**  
**PREEMPTIVE RIGHTS**

No stockholder has a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and the stockholder.

**ARTICLE VII**  
**STOCK REPURCHASES**

A distribution can be made without regard to any preferential dividends arrears amount or any preferential rights amount in connection with (i) repurchases of capital stock of the Corporation issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of capital stock of the Corporation issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchases of capital stock of the Corporation in connection with the settlement of disputes with any stockholder, or (iv) any other repurchase or redemption of capital stock of the Corporation approved by the Board.

**ARTICLE VIII**  
**BYLAW PROVISIONS**

**A. AMENDMENT OF BYLAWS.** Subject to any additional vote required by this Restated Articles or the Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

**B. NUMBER OF DIRECTORS.** Subject to any additional vote or other action by the Board required by this Restated Articles, the number of directors of the Corporation will be determined in the manner set forth in the Bylaws.

**C. BALLOT.** Elections of directors need not be by written ballot unless the Bylaws so provide.

**D. MEETINGS AND BOOKS.** Meetings of stockholders may be held within or without the State of Idaho, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Idaho at such place or places as may be designated from time to time by the Board or in the Bylaws.

**ARTICLE IX**  
**DIRECTOR LIABILITY**

**A. LIMITATION.** To the fullest extent permitted by law, a director of the Corporation will not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the IBCA or any other law of the State of Idaho is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director will be eliminated or limited to the fullest extent permitted by the IBCA as so amended. Any repeal or modification of the foregoing provisions of this Article IX by the stockholders will not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director with respect to any acts or omissions of such director occurring before, such repeal or modification.

**B. INDEMNIFICATION.** To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which IBCA permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by applicable law.

**C. MODIFICATION.** Any amendment, repeal or modification of the foregoing provisions of this Article IX will not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

**ARTICLE X**  
**CORPORATE OPPORTUNITIES**

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, or in being informed about, an Excluded Opportunity. An “*Excluded Opportunity*” means any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Class B Stock or any affiliate, partner, member, director, stockholder, employee, agent or other related person of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (a “*Covered Person*”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation.

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