



HopSkipDrive

Pennsylvania Public Utility Commission
Department of Transportation
400 North Street
Harrisburg, PA 17120

April 8, 2026

To Whom It May Concern:

We appreciate your prompt attention to this matter. HopSkipDrive is pleased to be submitting its 2026 TNC application for operations in Pennsylvania. You will find enclosed the following:

1. Completed and Signed Transportation Network Service Application Checklist
2. Transportation Network Service Application Appendix A
3. CFO Representation – Evidence of Current Financial Position
4. HopSkipDrive, Inc. Summary Cap Table as of 9/30/25
5. Certificate of Incorporation
6. List of Directors and Officers as of 2026
7. PA Certificate of Good Standing
8. Current Certificate of Insurance

We look forward to continuing to serve the vulnerable population of your state. Since launching in PA in 2021, we've helped over 2,500 homeless students, students in foster care, and students with special needs get to school safely. School districts bring us in when they don't have any other feasible option to transport vulnerable students, and we look forward to continuing to serve that population.

Please let me know if you have any questions regarding any information included herein.

Sincerely,

AJ Bayer
Compliance Manager

APPLICATION CHECKLIST **Transportation Network Service**

Use this checklist to make sure you have enclosed all required items or your application will not be processed. You cannot operate in Pennsylvania until you receive a License from the Commission.

- X** The original Application with original signatures (unless e-Filed with the Commission's online e-Filing system at www.puc.pa.gov)
- X** A certified check, money order, or check from your attorney for \$350 made payable to "Commonwealth of Pennsylvania;"

ALL Parties to proceedings pending before the Commission must open and use an e-filing account through the Commission's website, OR you may submit your filing by overnight delivery. If a filing contains confidential or proprietary material, the filing is required to be submitted by overnight delivery.

If not e-Filed, mail your application and attachments to: SECRETARY PA PUBLIC UTILITY COMMISSION, 400 NORTH STREET, 2ND FLOOR, HARRISBURG, PA 17120

Corporate entities (corporations, LPs, LLPs, and LLCs) and fictitious trade names must be registered with the PA Department of State. Companies incorporated in other states must register as a foreign business corporation. Individuals acting as sole proprietors and partnerships do not have to register.

If you are not registered with the PA Department of State, you can apply at its website at www.dos.state.pa.us/corps on how to do business in Pennsylvania as:

PA Corporations (Profit and Non-Profit) – apply for Articles of Incorporation

Foreign Corporations – apply for a Certificate of Authority

PA Limited Partnerships (LPs), Limited Liability Partnerships (LLPs), and Limited Liability Companies (LLCs) – apply for an Application of Registration

Fictitious Name Registration – File ONLY IF Trade Name will be different than the business name you register with the PA Department of State.

General Information for Preparing and Filing the Application for Transportation Network Service License.

1. This application is required to request a License to operate as a Transportation Network Company providing transportation for compensation between points in Pennsylvania using a digital network to facilitate prearranged rides.
2. Prior to providing service in Pennsylvania, acceptable evidence of insurance must be filed with the Pennsylvania Public Utility Commission. **Your permanent evidence of insurance will be a Form E certificate for bodily injury and property damage insurance. The Form E certificate may be filed at the same time this Application is filed, or may be filed later, after the Commission tentatively approves the Application. In either case, the Form E certificate must be filed to complete your Application.**
 - a. Upon approval of the application, you will be notified that prior to providing service in Pennsylvania you must submit evidence of insurance to the Public Utility Commission. **Your permanent evidence of insurance will be a Form E for bodily injury and property damage insurance.** This form is mailed to the Commission directly from the home office of your insurance carrier. The name and address on your Form E must **exactly** match the name and address you have provided on your application. Your insurance company must subscribe to the NIC Insurance Filing website at www.nicinsurancefilings.com . You will request the insurance company (not the agent) to file the required insurance forms electronically through NIC. Mailed insurance forms are no longer acceptable. The minimum limits of insurance are as follows:
 - b. Insurance amounts and coverage must meet or exceed the requirements established by the Public Utility Code. 66 Pa. C.S. § 101 *et seq.*

Application for Transportation Network Service License

THIS APPLICATION IS TO BE USED WHEN PROVIDING TRANSPORTATION FOR COMPENSATION BETWEEN POINTS IN PENNSYLVANIA USING A DIGITAL NETWORK TO FACILITATE PREARRANGED RIDES.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

HopSkipDrive, Inc.

- If you are an individual who has not formed any type of corporate entity, you should enter your name **as it will appear on your insurance documents**.
- If you are filing for a partnership, but **not a limited liability partnership**, the names of all partners must be entered on this line. Those names should be entered **as they will appear on your insurance documents**. This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), **even if you are the sole shareholder member**, you must enter the name **exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State**.

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT**. A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Applicant is:**

- Sole Proprietor
- Partnership
- Limited Partnership (Provide list of partners and copy of Certificate of Limited Partnership)
- Limited Liability Partnership (Provide list of partners and copy of Statement of Registration)
- Limited Liability Company (Provide list of members and copy of Certificate of Organization)
- Corporation (Provide list of shareholders, distribution of shares, officers, and copy of Articles of Incorporation)
- Foreign Association not formed in PA (Provide copy of Foreign Registration Statement)

4. **Registration with the Department of State** - The applicant certifies that the TNC is registered with the Pennsylvania Department of State to do business in the Commonwealth. Please provide a copy of the TNC applicant's registration with this application.

10. **Registered Agent**

<u>Corporation Service Company</u>	
Agent's Name	
<u>5235 North Front Street</u>	
Street Address	
<u>Harrisburg, PA 17110</u>	<u>Dauphin</u>
City, State and Zip Code	County
<u>+1 302 421 6100</u>	<u>SOP@CSCGlobal.com</u>
Telephone Number	E-mail Address

11. **Attorney** (if applicable)

<u>Attorney's Name & Telephone Number for this Filing</u>	
<u>Attorney's Address</u>	<u>E-mail Address</u>

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

12. **Affiliated Interests** – List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

[None](#)

13. **General Description of Nature and Scope of Business** - Provide a general description of the nature and scope of the proposed TNC service to be offered, including the company's business model, the use of independent drivers or employee drivers, the use of driver-owned vehicles or company-owned vehicles, the names and roles of any affiliates involved in providing the service, and other relevant features of the proposed TNC service.

[See Appendix A for the answers to 13-15 and 17-19.](#)

14. **Driver Standards** -- Please explain:

- a. Your standards for drivers;
- b. Your system for ensuring compliance with criminal background and license check requirements;
- c. Your driver training program;
- d. Your policy regarding alcohol and drug use by your drivers;
- e. How your policy or your written policy will ensure that drivers have the necessary insurance coverage;
- f. How your policy or your written policy will ensure your drivers will continuously comply with all requirements under Chapter 26, including providing service to people with disabilities;
- g. How your policy or your written policy will ensure your drivers will be informed of nondiscrimination policies.

15. **Vehicle Safety Program** – Please explain:

- a. How your policy or your written policy will ensure that vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) and Chapter 26.
- b. Plans for ensuring that vehicles which no longer meet vehicle age and/or vehicle mileage standards shall be replaced in a timely fashion.
- c. How your policy or your written policy will ensure vehicles engaged in TNC service display their respective TNC placard in accordance with Chapter 26.

16. **Autonomous Vehicle Safety** – Please certify that all autonomous vehicles and their operation in TNC service comply with all applicable PennDOT regulations.

Not applicable

The certification must be signed here by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation)

17. **Customer Service Standards** – Please describe your customer service standards. Within your description, please explain:

- a. Your plan to inform customers of how to file complaints with the PUC;
- b. Your intended customer complaint resolution procedure.

18. **Insurance** – Describe steps you have taken to obtain liability insurance coverage for your business. Upon tentative approval of the application, you will be required to have an acceptable Form E certificate of insurance filed by the insurance carrier. Note: An acceptable Form E certificate may be filed at the time of filing the application.

19. **Financial Data** –You must submit documentation as evidence of your current financial position.

20. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the License for failure to comply with Commission requirements. **TNC applicant certifies that it will comply with all of the requirements under Chapter 26.** (Act 164 of 2016)

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported annual gross Pennsylvania intrastate receipts derived from all fares charged to customers for the provision of TNC service. Applicant acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the certificate.

Verification of Application

I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Joanna McFarland CEO

(Print Name)

DocuSigned by:
Joanna McFarland 4/7/2026

285B0FC513A6432... (Date)
(Signature)

The verification of the application must be completed by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation).

Certificate Of Completion

Envelope Id: 14925212-1D04-49D7-A18D-E30E157470BE

Status: Completed

Subject: Complete with Docusign: HSD_April 2026_App_MC_TNC_100521.pdf, PA TNC_Appendix A_April 2026.docx...

Source Envelope:

Document Pages: 17

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Legal Team

AutoNav: Enabled

360 E. 2nd Street

Envelopeld Stamping: Enabled

Suite 325

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Los Angeles, CA 90012

legal@hopskipdrive.com

IP Address: 2600:1017:b832:

Record Tracking

Status: Original

Holder: Legal Team

Location: DocuSign

4/7/2026 12:56:11 PM

legal@hopskipdrive.com

Signer Events

Signature

Timestamp

Joanna McFarland

DocuSigned by:

 285B0FCS13A6432...

Sent: 4/7/2026 12:58:16 PM

joanna@hopskipdrive.com

Viewed: 4/7/2026 12:59:59 PM

CEO

Signed: 4/7/2026 1:00:04 PM

HopSkipDrive

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 76.246.226.121

Electronic Record and Signature Disclosure:

Accepted: 9/20/2015 10:08:47 PM

ID: 9e78e194-2409-4e2e-b171-6600206a05d0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

AJ Bayer

COPIED

Sent: 4/7/2026 12:58:16 PM

abayer@hopskipdrive.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/4/2025 8:52:09 AM

ID: f48d8a01-a0a7-423f-bf7d-c757751c20c5

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/7/2026 12:58:16 PM

Certified Delivered

Security Checked

4/7/2026 12:59:59 PM

Signing Complete

Security Checked

4/7/2026 1:00:04 PM

Completed

Security Checked

4/7/2026 1:00:04 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, HopSkipDrive (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact HopSkipDrive:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: carolyn@hopskipdrive.com

To advise HopSkipDrive of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at carolyn@hopskipdrive.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from HopSkipDrive

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to carolyn@hopskipdrive.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with HopSkipDrive

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to carolyn@hopskipdrive.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

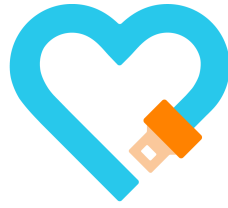
** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify HopSkipDrive as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by HopSkipDrive during the course of my relationship with you.



HopSkipDrive

General Description of Nature of and Scope of Business

Business Model

As a TNC, HopSkipDrive arranges rides between ride requesting passengers and qualified drivers through use of an application. As the leading solution provider of safe, flexible door-to-door transportation services for youth, HopSkipDrive's approach, product and technology provide the highest-quality service that Pennsylvania families, schools, and youth support organizations require. While we primarily arrange rides for youth, we are a service for anyone in need of extra care during a ride, such as seniors who need a ride to the grocery store or to doctors' appointments.

HopSkipDrive is more than just another transportation solution provider. What started as the struggle of three working moms trying to get their busy kids to and from school and all their activities more than ten years ago has grown into a proven transportation solution that helps give kids easier access to the opportunities they deserve. We understand that transportation can be the difference between success and struggle, which is why we're on a mission to use technology, operational expertise, and new thinking to help kids reach their full potential by providing a safe, dependable way to get them where they need to be, and to remove the barriers of access to other vulnerable populations as well.

HopSkipDrive has arranged hundreds of thousands of rides to date. Drivers that utilize our platform are independent contractors and utilize their own vehicles. We implement the highest levels of protocols and safety procedures designed to keep children safe while providing the greatest level of assistance. HopSkipDrive does not have any corporate affiliates involved in providing TNC service. HopSkipDrive does, however, contract with independent, third-party Non-Emergency Medical Transportation (NEMT) fleet operators, known as CarePartners, who may fulfill specialty rides, such as wheelchair-accessible vehicle rides, through the HopSkipDrive platform.

Driver Standards

Standards for drivers

In order to drive with HopSkipDrive, an individual must meet the following minimum qualifications, referred to as our 15-point certification:

- 1. Experience:** Has caregiving experience with children.
- 2. Criminal Record Check:** Pass a comprehensive search of county, state, and national records, including the global watchlist and sex offender registries.
- 3. Fingerprinted:** Pass a fingerprint-based background check.
- 4. Child Abuse and Neglect Scan:** Receive state-level clearance from the Department of Human Services' database.
- 5. Valid Driver's License:** Submit proof of a valid driver's license.
- 6. Driving Experience:** Have a minimum of 3 years of driving experience.
- 7. Good Driving Record**
Pass an initial motor vehicle history search as well as ongoing monitoring for new driving infractions. Once a CareDriver is certified on the HopSkipDrive platform, HopSkipDrive uses telematics to detect unsafe driving behavior, such as telephone or text use while driving, braking force, and speed.
- 8. Age 21 or Older**
- 9. Own or Lease a Vehicle Not More Than 10 Years Old**, seating 4 to 7 Passengers
- 10. Submit Proof of Vehicle Registration**
- 11. Submit Proof of Automobile Insurance** consistent with State Law
- 12. Pass an Annual 19-Point Vehicle Inspection** expiring annually or every 50,000 miles, whichever comes first
- 13. Complete a Video Screening** to share their caregiving experience and their ability to meet HopSkipDrive's 15-point certification requirements
- 14. Adopt and adhere to the HopSkipDrive Community Guidelines**

15. **Adopt and adhere to Zero Tolerance Policies** for the use of drugs or alcohol while driving, nondiscrimination, no-touching, and no-cell phone usage.

System for ensuring compliance with criminal background and license check requirements

During our CareDriver onboarding process, HopSkipDrive completes all necessary criminal background, license, and automobile insurance check requirements, and requires hopeful CareDrivers to complete an educational program that covers policies and relevant information about working with vulnerable Riders. The onboarding process entails the following steps:

1. **Sign Up:** The hopeful CareDriver signs up to use HopSkipDrive by completing an informational form that checks for basic qualifications required to have access to the platform. Should the person have those basic qualifications, the hopeful CareDriver then completes a more detailed written questionnaire that asks for more information regarding HopSkipDrive's 15-Point Certification Process.
2. **Document Submission:** The hopeful CareDriver then uploads required documentation, including a valid driver's license, vehicle insurance, and proof of registration. This documentation is reviewed to confirm validity and that it meets HopSkipDrive and TNC requirements.
3. **Orientation:** Once documents and caregiving experience have been reviewed and confirmed, the hopeful CareDriver completes an educational training program that is further outlined below under the Driver Training Program section.
4. **CareDriver Video Screening:** After completion of the course, the hopeful CareDriver is invited to complete a video screening, where they share their caregiving experience and their ability to meet HopSkipDrive's 15-point certification requirements.
5. **Background Checks:** Once the hopeful CareDriver has completed their Video Screening, we begin the four-part background check. We run all hopeful CareDriver through Checkr, searching the following:
 - a. Social Security Trace
 - b. National Criminal Records Check
 - c. County Criminal Records Check
 - d. Sex Offender Check
 - e. Global Watchlist

The hopeful CareDriver also completes a fingerprint based criminal background check against state and FBI records.

We run their Motor Vehicle Record through SambaSafety to pull an initial motor vehicle record, and then enroll the operator in ongoing monitoring so HopSkipDrive will be notified of any changes in violation status.

The hopeful CareDriver will also complete a Pennsylvania Child Abuse History Clearance check, searching for reports of the individual being indicated in child abuse and neglect investigations.

6. Vehicle Inspection: The hopeful CareDriver provides proof of requisite vehicle inspection to HopSkipDrive, consistent with PA statute.
7. Activation: Once the hopeful CareDriver completes steps 1-6 and the background checks have been completed and reviewed by a member of the HopSkipDrive Operations Team, the hopeful CareDriver will receive the approved HopSkipDrive vehicle decals and will then be given access to the HopSkipDrive platform.

Driving Training Program

As mentioned above, during the onboarding process, hopeful CareDrivers complete an educational training program that covers using the HopSkipDrive platform and working with youth riders and other vulnerable populations. Specifically, this course includes information covering:

- HopSkipDrive Safety Standards, Community Guidelines, and Zero Tolerance Policies which includes a zero tolerance for being under the influence of drugs or alcohol while using the HopSkipDrive Platform and antidiscrimination policies
- Use of the HopSkipDrive application, including accepting ride requests, pick-up and drop-off protocols, ride departure confirmation procedures, confirming rider identity via photo, birthday, and secret passcode
- Trauma Informed Care, for riders who have experienced trauma
- Maintaining current vehicle information and auto insurance on file
- Working with riders with special needs
- Communicating with the HopSkipDrive Safe Ride Support team, parents, and agencies via phone and text messaging to address last minute changes, trouble locating a rider, emergencies and other issues
- Safe driving practices
- Communication standards and privacy of riders (including no physical contact or photo/video)
- Emergency response procedures
- Mandatory reporting requirements

Policy regarding alcohol and drug use by CareDrivers

HopSkipDrive enforces a strict Zero Tolerance Policy that can be viewed at: <https://www.hopskipdrive.com/zero-tolerance-policy/>. The following conduct is strictly

prohibited: " Impaired driving, including the use, possession, or being under the influence of drugs or alcohol while using the HopSkipDrive Platform."

Should a CareDriver be suspected of violating that policy, the CareDriver's account will be paused pending a full investigation. Any CareDriver found to have violated a Zero Tolerance policy will be deactivated.

Ensuring CareDrivers have the necessary insurance coverage

During the onboarding process described above, the hopeful CareDriver uploads required documentation, including vehicle insurance. This documentation is reviewed to confirm validity and that it meets HopSkipDrive and TNC requirements. HopSkipDrive also provides disclosures in compliance with 66 Pa. Code § 2603.2, which can be found at: <https://www.hopskipdrive.com/driver-disclosures/>

Ensuring CareDrivers will continuously comply with all requirements under Chapter 26, including providing service to people with disabilities

CareDrivers enroll in ongoing monitoring of motor vehicle and criminal records and must maintain clean records while driving with HopSkipDrive. HopSkipDrive is alerted of any changes to records as quickly as that information is released by the state.

While HopSkipDrive was designed with the interests of kids in mind, all individuals can use the platform. In fact, HopSkipDrive has been utilized by agencies that support aging adults - helping get these individuals to and from appointments in a safe manner. We have also partnered with agencies to get vulnerable populations access to COVID-19 vaccinations.

HopSkipDrive's digital network is accessible to customers who are blind, visually impaired, deaf and hard of hearing, and we periodically perform accessibility audits. HopSkipDrive enforces a strict antidiscrimination policy for all Users (CareDrivers, Riders, and ride organizers), which is posted on our website at: <https://www.hopskipdrive.com/zero-tolerance-policy/>. The following conduct is strictly prohibited: "Discrimination against any User on the basis of race, color, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, sexual orientation or any other classification protected by state or federal law." A link to our Zero Tolerance Policy is also included on the electronic receipt the individual who requested the ride receives upon the completion of a ride.

CareDrivers are informed that they must transport a service animal unless they have a documented medical allergy (in which case, a different CareDriver would be matched with that Rider). No additional charge is imposed on the basis of disability status. In order to ensure Riders that use a fixed-frame wheelchair do not face barriers, HopSkipDrive will identify a local partner in the area with the authority and ability to provide a wheelchair accessible vehicle, and will assist the Rider in securing that service.

Ensuring drivers will be informed of nondiscrimination policies

As mentioned above, during the onboarding process, hopeful CareDrivers review HopSkipDrive's Zero Tolerance Policies, which includes a strict antidiscrimination policy. CareDrivers also receive information about accommodating service animals, and information about working with riders with special needs. As in all cases of a suspected Zero Tolerance Policy violation, any CareDriver suspected of violating the antidiscrimination policy (or any other User suspected of violating the policies) will have that CareDriver's account suspended so that they cannot conduct rides during the investigation. Any CareDriver, or other User, found to have violated the antidiscrimination policy will have their account permanently deactivated.

Vehicle Safety Program

Ensuring vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) and Chapter 26

As a Transportation Network Company, all CareDrivers use their own personal vehicles to conduct rides. To qualify to drive using the HopSkipDrive app, CareDriver vehicles must meet the following minimum criteria in Pennsylvania:

- 10 model years old or newer
- 4 door
- Seating capacity not to exceed 8 passengers, including the driver
- Pass inspections as required by 67 Pa. Code, Chapter 175

CareDrivers will be required to submit proof of an annual vehicle inspection that meets Pennsylvania requirements. If their vehicle no longer meets HopSkipDrive standards, their account will be paused until all compliance issues are remedied.

Plans for ensuring vehicles which no longer meet vehicle age and/or mileage standards shall be replaced in a timely fashion

CareDrivers for HopSkipDrive utilize their own personal vehicles. If a vehicle no longer meets HopSkipDrive standards, the CareDriver's account will be paused until all compliance issues are remedied.

Vehicles engaged in TNC service with HopSkipDrive will display placard in accordance with Chapter 26

HopSkipDrive utilizes a placard that meets the requirements of Pennsylvania statute. Specifically, HopSkipDrive utilizes a consistent decal that CareDrivers are required to place

in the front and back windshields, lower right corner, of their vehicles while logged into the HopSkipDrive system. The decal is 6" by 4" and sufficiently large and color contrasted to be visible during daylight hours at a distance of at least 50 feet. The use of this decal helps Riders and enforcement officials to be able to easily identify active HopSkipDrive CareDrivers.

Customer Service Standards

Plan to inform customers of how to file complaints with the PUC

The Zero Tolerance webpage linked above includes information for submitting a complaint to HopSkipDrive or relevant regulatory agency. The PUC is included among the procedures on how to report a complaint about a violation of the policy to the PUC.

Intended customer resolution procedure

The Zero Tolerance web page also includes information for submitting a complaint to HopSkipDrive, along with the complaint resolution procedure. In the case of an allegation that a HopSkipDrive User has violated a Zero Tolerance Policy, the User will not be permitted to access the app pending full investigation of the complaint. Any User found to have violated a Zero Tolerance policy is permanently deactivated and not permitted to access the app.

Insurance

HopSkipDrive exceeds the commercial insurance requirements set by statute, securing comprehensive primary auto insurance, general liability, cyber insurance, sexual abuse and misconduct, and errors & omissions insurance. HopSkipDrive is in the process of obtaining the Form E in order to demonstrate compliance with Pennsylvania statute.

Financial Information

See attached CFO representation letter with Balance Sheet.



April 7, 2026

Pennsylvania Public Utility Commission
Department of Transportation
400 North Street
Harrisburg, PA 17120

Re: CFO Representation — Evidence of Current Financial Position

To Whom It May Concern:

I, Tom Alderman, serve as Chief Financial Officer of HopSkipDrive, Inc. (the “Company”). I submit this letter in response to your request for documentation as evidence of the Company’s current financial position. The representations set forth herein are made to the best of my knowledge and belief, based upon my review of the Company’s books, records, and financial statements.

Financial Position. As of December 31, 2025, the Company’s financial statements, including the balance sheet attached hereto as Exhibit A, have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and fairly present, in all material respects, the financial condition of the Company as of such date. The Company’s total assets were approximately \$55.6 million, including approximately \$8.5 million in cash and cash equivalents. Total current liabilities as of the same date were approximately \$16.5 million, and long-term liabilities, consisting primarily of long-term notes payable, were approximately \$45.4 million.

Ability to Meet Financial Obligations. Based upon my review of the Company’s financial position as of the reporting date, cash flow projections, existing credit facilities, and reasonably anticipated sources of revenue, I represent that the Company is able to meet all of its financial obligations as they become due in the ordinary course of business. As of the reporting date, the Company was not in default under any material agreement, loan covenant, or financial obligation, nor is the Company aware of any circumstance that would reasonably be expected to result in such a default.

Supporting Documentation. Enclosed as Exhibit A is the Company’s balance sheet as of December 31, 2025, which is incorporated herein by reference.

This letter is provided solely for the purpose of satisfying the Pennsylvania Public Utility Commission’s request for evidence of the Company’s current financial position and should not be relied upon for any other purpose. The representations contained herein are made as of the date of this letter, and I undertake no obligation to update or revise them except as may be required by applicable law or regulation.



HopSkipDrive

Should you require any additional information or documentation, please do not hesitate to contact our compliance team at licensing@hopskipdrive.com.

Respectfully submitted,

Signed by:

Tom Alderman

Tom Alderman

Chief Financial Officer
HopSkipDrive, Inc.

Enclosure: Exhibit A — Balance Sheet as of December 31, 2025



HopSkipDrive

EXHIBIT A

HopSkipDrive, Inc.

Balance Sheet

As of December 31, 2025

Assets	<u>31-Dec-25</u>
Current Assets	
Bank	
Total - 110000 - Cash and Cash equivalents	\$8,448,849
Total - 119000 - Cash - Restricted	\$4,994,000
Total Bank	\$13,442,849
Total Accounts Receivable	\$19,860,527
Other Current Asset	
Total - 125000 - Accounts Receivables - Other	\$2,853,527
Total - 141000 - Prepaid expense	\$3,796,346
Total - 145000 - Other Assets - current	\$114,591
Total Other Current Asset	\$6,764,464
Total Current Assets	\$40,067,840
Fixed Assets	
Total - 150000 - Property and equipment - net	\$525,382
Total - 160000 - Capitalized Software	\$7,894,058
Total Fixed Assets	\$8,419,439
Total Other Assets	\$7,080,132
Total Assets	\$55,567,411
Liabilities & Equity	
Current Liabilities	
Total Accounts Payable	\$2,459,848
Total Other Current Liability	\$14,002,267
Total Current Liabilities	\$16,462,114
Long Term Liabilities	
Total - 277000 - Debt - noncurrent	\$33,542,459
Total - 290000 - Other Liabilities - noncurrent	\$11,689,881
Total Long Term Liabilities	\$45,396,849
Total Equity	(\$6,291,552)
Total Liabilities & Equity	\$55,567,411

Certificate Of Completion

Envelope Id: FAC2527B-2ACA-4FDA-8CD2-37E74FCCAF37
 Subject: Complete with Docusign: cfo_representation_letter.docx.pdf
 Source Envelope:
 Document Pages: 3 Signatures: 1
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Legal Team
 360 E. 2nd Street
 Suite 325
 Los Angeles, CA 90012
 legal@hopskipdrive.com
 IP Address: 2600:1017:b832:

Record Tracking

Status: Original Holder: Legal Team Location: DocuSign
 4/7/2026 12:48:45 PM legal@hopskipdrive.com

Signer Events

Tom Alderman
 talderman@hopskipdrive.com
 CFO
 HopSkipDrive, Inc.
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E36B21FD5DC144E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.246.226.121

Timestamp

Sent: 4/7/2026 12:49:57 PM
 Resent: 4/7/2026 2:42:29 PM
 Viewed: 4/7/2026 3:36:06 PM
 Signed: 4/7/2026 3:36:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/7/2026 1:44:22 PM
 ID: 2ee60631-2920-40db-9f6e-bce2bff280f6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

AJ Bayer
 abayer@hopskipdrive.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/7/2026 12:49:58 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/4/2025 8:52:09 AM
 ID: f48d8a01-a0a7-423f-bf7d-c757751c20c5

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	4/7/2026 12:49:58 PM
Envelope Updated	Security Checked	4/7/2026 2:42:19 PM
Envelope Updated	Security Checked	4/7/2026 2:42:19 PM
Certified Delivered	Security Checked	4/7/2026 3:36:06 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/7/2026 3:36:41 PM
Completed	Security Checked	4/7/2026 3:36:41 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, HopSkipDrive (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact HopSkipDrive:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: carolyn@hopskipdrive.com

To advise HopSkipDrive of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at carolyn@hopskipdrive.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from HopSkipDrive

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to carolyn@hopskipdrive.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with HopSkipDrive

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to carolyn@hopskipdrive.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify HopSkipDrive as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by HopSkipDrive during the course of my relationship with you.

HopSkipDrive, Inc. Summary Cap Table

As of 9/30/2025 • Generated by Tom Alderman (talderman@hopskipdrive.c

	Shares Authorized	Shares Issued and Outstanding	Fully Diluted Shares
Common Stock classes			
Common (COM) Stock	300,000,000	25,218,274	25,218,274
Total Common Stock issued and outstanding			25,218,274
Preferred Stock classes			
Series A-2 Preferred (A2) Stock			
Series A-3 Preferred (A3) Stock			
Series A Preferred (PFA) Stock			
Series B-1 Preferred (PSB1) Stock	1,478,094		
Series B Preferred (PSB) Stock (converting at 1 to 1.5334)	49,286,483	49,286,483	75,575,889
Series C Preferred (CPS) Stock	82,861,194	82,644,627	82,644,627
Series Seed Preferred (PFS) Stock			
Series D Preferred (PSD) Stock	67,340,062	62,173,681	62,173,681
Total Preferred Stock issued and outstanding			220,394,197
Series B-1 Preferred Stock Warrants			
Series B-1 Warrant Block (PDBW)			
Total Series B-1 Preferred Stock Warrants issued and outstanding			
Series A-2 Preferred Stock Warrants			
Series A-2 Strategic Warrant (PDW)			
Total Series A-2 Preferred Stock Warrants issued and outstanding			
Common Stock Warrants			
Common Stock Warrant (CSW)			337,143

HopSkipDrive, Inc. Summary Cap Table

As of 9/30/2025 • Generated by Tom Alderman (talderman@hopskipdrive.c

	Shares Authorized	Shares Issued and Outstanding	Fully Diluted Shares
Strategic Warrant (WA)			172,927
Total Common Stock Warrants issued and outstanding			510,070
Series C Preferred Stock Warrants			
Series C Preferred Warrant (PDCW)			216,567
Total Series C Preferred Stock Warrants issued and outstanding			216,567
Series D Preferred Stock Warrants			
Series D Preferred Stock Warrant (PDDW)			144,163
Total Series D Preferred Stock Warrants issued and outstanding			144,163
Series A-3 Preferred Stock Warrants			
Series A-3 Preferred Warrant (PDA3W)			
Total Series A-3 Preferred Stock Warrants issued and outstanding			
Convertibles			
Total Convertibles issued			
2015 Equity Incentive Plan		59,253,873	
RSAs not purchased			
Options and RSUs issued and outstanding			41,132,064
Shares available for issuance under the plan			6,733,465
Totals			294,348,800

com) at 12/02/2025 17:23:50 PDT • Date format: MM/DD/YYYY

Fully Diluted Ownership	Cash Raised (USD)
----------------------------	-------------------

8.567%	\$3,560,665.334
8.567%	\$3,560,665.334

0.000%	\$7,999,973.03
0.000%	\$4,499,993.09
0.000%	\$10,217,404.16
0.000%	\$0.00
25.676%	\$16,161,686.60
28.077%	\$24,999,999.39
0.000%	\$4,274,312.04
21.122%	\$36,181,166.25
74.875%	\$104,334,534.56

0.000%	\$0.00
0.000%	\$0.00

0.000%	\$0.00
0.000%	\$0.00

0.115%	\$119,999.83
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com) at 12/02/2025 17:23:50 PDT • Date format: MM/DD/YYYY

Fully Diluted Ownership	Cash Raised (USD)
0.059%	\$1,201,441.50
0.173%	\$1,321,441.33
0.074%	\$0.00
0.074%	\$0.00
0.049%	\$0.00
0.049%	\$0.00
0.000%	\$99,999.24
0.000%	\$99,999.24
0.000%	
13.974%	
2.288%	
100.000%	\$109,316,640.464

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "HOPSKIPDRIVE, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE FIFTEENTH DAY OF APRIL, A.D. 2021, AT 12:20 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FOURTEENTH DAY OF OCTOBER, A.D. 2021, AT 12:08 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5552544 8100X
SR# 20213609110

Authentication: 204505954
Date: 10-25-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HOPSKIPDRIVE, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

HopSkipDrive, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is HopSkipDrive, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on July 30, 2014 under the name HopSkipDrive, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate 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 Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is HopSkipDrive, Inc. (the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: 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 General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 230,000,000 shares of Common Stock, \$0.001 par value per share (“**Common Stock**”) and (ii) 145,656,816 shares of Preferred Stock, \$0.001 par value per share (“**Preferred Stock**”).

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common 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 series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) 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 Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

The Preferred Stock shall be divided into series. 49,286,483 shares of the authorized Preferred Stock of the Corporation are hereby designated “Series B Preferred Stock” (the “**Series B Preferred Stock**”), 13,725,706 shares of the authorized Preferred Stock of the Corporation are hereby designated “Series B-1 Preferred Stock” (the “**Series B-1 Preferred Stock**” and together with the Series B Preferred Stock, the “**Series B Preferred**”), and 82,644,627 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated “Series C Preferred Stock” (the “**Series C Preferred Stock**”).

The rights, preferences, powers, privileges and restrictions, qualifications and limitations relating to the Preferred Stock are as follows. Unless otherwise indicated, references to “sections” or “subsections” in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends.

The Corporation shall not declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of such share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such

dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Applicable Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of each series of Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend to the holders of such series of Preferred Stock. The “**Series B Original Issue Price**” shall mean \$0.9107 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The “**Series B-1 Original Issue Price**” shall mean \$1.8214 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B-1 Preferred Stock. The “**Series C Original Issue Price**” shall mean \$0.3025 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock. The “**Applicable Original Issue Price**” shall mean, as applicable, the Series C Original Issue Price with respect to the Series C Preferred Stock, the Series B Original Issue Price with respect to the Series B Preferred Stock and the Series B-1 Original Issue Price with respect to the Series B-1 Preferred Stock. Notwithstanding anything to the contrary contained in the Certificate of Incorporation, any and all dividends (if any) previously accrued or declared and unpaid on any shares of the Corporation’s capital stock prior to the date of filing of the Certificate of Incorporation are hereby cancelled, rescinded and terminated effective as of the filing of the Certificate of Incorporation.

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

2.1 Preferential Payments to Holders of Preferred Stock. 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, on a pari passu basis, to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock, or any other class or series of capital stock of the Corporation, by reason of their ownership thereof, an amount per share equal to the greater of (i) the Applicable Original Issue Price of such share of Preferred Stock, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the aggregate amount which a holder of a share of Preferred Stock is entitled to receive pursuant to this subsection (i) is hereinafter referred to as the “**Liquidation Amount**”). 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 stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, 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.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment in full of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Common Stock, pro rata, based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a “**Deemed Liquidation Event**” unless both (x) the holders of at least a majority of the outstanding shares of Series C Preferred Stock, voting together as a separate series of Preferred Stock, and (y) the holders of at least 55% of the outstanding shares of Series B Preferred Stock, voting together as a separate series of Preferred Stock, elect otherwise by written notice sent to the Corporation at least three (3) days prior to the effective date of any such 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 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 (1) the surviving or resulting corporation; or (2) 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, consolidation or otherwise, and whether in a single transaction or a series of related transactions) 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.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “**Merger Agreement**”) provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the holders of a majority of the then outstanding shares of Preferred Stock, voting together as a single class (but not on an as-converted basis), so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation, which determination shall include the affirmative vote of two of the Preferred Directors), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder’s shares of Preferred Stock in accordance with Subsection 2.1 (in proportion to the full preferential amount that each such holder of the relevant series of Preferred Stock is otherwise entitled to receive upon such redemption, were such preferential amount to be paid in full) to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall 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 shall be determined in good faith by the Board of Directors of the Corporation, which determination shall include the affirmative vote of two of the Preferred Directors.

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon the satisfaction of contingencies (the

“**Additional Consideration**”), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.3.4, consideration placed into escrow or similar holdback, and/or is otherwise payable to the stockholders of the Corporation on a deferred basis or only upon the satisfaction of certain conditions, obligations or contingencies, including any earn-out in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted basis.

3.2 Election of Directors.

3.2.1 For so long as at least 8,200,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) are outstanding, the holders of record of the shares of Series C Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the “**Series C Preferred Director**”) and to remove from office such director in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such director.

3.2.2 For so long as at least 4,900,000 shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock) are outstanding, the holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the “**Series B Preferred Directors**”) and collectively with the Series C Preferred Director, the “**Preferred Directors**”) and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

3.2.3 The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the “**Common Director**”) and to remove from office such director in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such director.

3.2.4 The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), voting together as a single class on an as-converted basis, shall be entitled to elect the balance of the total number of directors of the Corporation (the “**Joint Directors**”) and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

3.2.5 Any director elected as provided in this Subsection 3.2 may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock and/or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock and/or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship in accordance with this Subsection 3.2. 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 or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. For administrative convenience, the initial Preferred Directors specifically identified in that certain Amended and Restated Voting Agreement of the Corporation, dated as of the Series C Original Issue Date (as the same may be amended and/or restated from time to time), by and among the Corporation and the other parties thereto, may also be appointed by the Board on the Series C Original Issue Date without any separate action, vote or written consent by the holders of shares of Preferred Stock.

3.3 Preferred Stock Protective Provisions. At any time when at least 13,200,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, recapitalization, reclassification or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class (but not on an as-converted basis), and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.3.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation in a manner that adversely affects the rights, preferences, privileges or powers of the Preferred Stock or any series thereof;

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue (whether by recapitalization, reclassification, redemption or otherwise), any equity security (or any security directly or indirectly convertible into, or exercisable or exchangeable for, any equity security) unless the same ranks junior to each series of Preferred Stock with respect to its rights, preferences, powers and privileges;

3.3.4 increase or decrease the authorized number of shares of any class or series of capital stock of the Corporation;

3.3.5 (i) reclassify, alter or amend any existing security of the Corporation that is *pari passu* with any series of Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to any series of Preferred Stock in respect of any such right, preference, power or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to any series of Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or *pari passu* with any series of Preferred Stock in respect of any such right, preference, power or privilege;

3.3.6 create, or authorize the creation of, or issue, or authorize the issuance of any debt security or 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, make any loans or guarantees, or otherwise permit any subsidiary to take any such action with respect to any loan, guarantee, debt security, lien, security interest or other indebtedness for borrowed money (other than equipment leases or trade payables incurred in the ordinary course of business);

3.3.7 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or permit any subsidiary to create, or authorize the creation of, or issue or obligate itself to issue, any shares of any class or series of capital stock, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary or otherwise acquire any business (including any joint venture and whether by stock or asset purchase, merger consolidation or otherwise);

3.3.8 increase or decrease the authorized number of directors constituting the Board of Directors;

3.3.9 consummate any transaction, or series of related transactions, resulting in the sale, exclusive license or other disposition of any material technology,

material intellectual property and/or material asset of the Corporation and/or any subsidiary thereof (excluding licenses granted by the Corporation and/or any subsidiary thereof in the ordinary course of business), other than to a wholly-owned subsidiary;

3.3.10 increase the number of shares of Common Stock reserved for issuance under the Corporation's 2015 Equity Incentive Plan (as amended to date), authorize or create any new management carveout, equity, phantom equity, or similar equity-based incentive plan, or amend or waive any of the terms of any option or other grant pursuant to such plans;

3.3.11 commence any bankruptcy proceeding, conservation, delinquency, receivership or similar proceeding;

3.3.12 enter into, or amend, alter, waive, supplement or terminate, any transaction or commercial arrangement with any officer, director, employee, or stockholder of the Corporation or any of its subsidiaries, or any family member, "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act of 1934, as amended) or affiliate of any such person or entity, other than (i) compensation, equity or other incentive arrangements with, or expense reimbursements to, non-management employees of the Corporation or its subsidiaries entered into in the ordinary course of business upon fair and reasonable terms, (ii) compensation, equity or other incentive arrangements with, indemnification agreements with, or expense reimbursements to, directors, officers or management employees of the Corporation or its subsidiaries that are approved by the Board of Directors (including the approval of the Series C Preferred Director and at least one Series B Preferred Director), or (iii) any other transaction or series of related transactions approved by the Board of Directors (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);

3.3.13 change the principal business of, or enter into a new line of business by, the Corporation and/or any subsidiary of the Corporation, unless approved by the Board of Directors (including the approval of at least two Preferred Directors); or

3.3.14 waive, amend, alter, change, terminate or repeal (other than as contractually provided) the right of any person or entity to designate a board observer to the Board of Directors.

3.4 Series C Protective Provisions. At any time when at least 8,200,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, recapitalization, reclassification or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series C Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a separate series of Preferred Stock, and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect:

3.4.1 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation in a manner that adversely affects the rights, preferences, privileges or powers of the Series C Preferred Stock;

3.4.2 increase or decrease the total number of authorized shares of Series C Preferred Stock;

3.4.3 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases by the Corporation of capital stock or other equity securities from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary, in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, pursuant to a written agreement approved by the Board of Directors, including the approval of the Series C Preferred Director, or (iv) as otherwise approved by the Board of Directors, including the approval of the Series C Preferred Director;

3.4.4 at any time on or after the Series C Original Issue Date: (x) incur any indebtedness under any “Note Documents” (as such term is defined in that certain Note Purchase Agreement, dated as of July 3, 2019 (as amended and/or restated from time to time), by and among the Corporation, Cyrus Capital Partners L.P. and the other parties identified therein) in an aggregate principal amount in excess of \$15,000,000, or (y) amend, alter, modify or supplement any provision of, or waive any of the Corporation’s rights under, any of the Note Documents; or

3.4.5 reincorporate, form or invest in, or conduct business through, any tax haven or sanction list jurisdiction.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Applicable Original Issue Price for such series of Preferred Stock by the Conversion Price (as defined below) in effect at the time of conversion for such series of Preferred Stock. The conversion price for the Series C Preferred Stock shall initially be the Series C Original Issue Price (the “**Series C Conversion Price**”). The conversion price for the Series B Preferred Stock shall initially be \$0.5940 (the “**Series B Conversion Price**”). The conversion price for the Series B-1 Preferred Stock shall initially be the Series B-1 Original Issue Price (the “**Series B-1 Conversion Price**”), and, for the avoidance of doubt, the Series B-1 Conversion Price shall continue to be the Series B-1 Original Issue Price as of the Series C Original Issue Date, and the Series B-1 Preferred Stock will not be subject to any anti-dilution adjustments in connection with the issuance of any shares of Series C Preferred Stock pursuant to the Purchase Agreement (as defined below). The Series C Conversion Price, the Series B Conversion Price and the Series B-1 Conversion Price shall be respectively referred to herein as the “**Conversion Price**,” as applicable). Each such initial Conversion Price,

and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock unless such amounts are not fully paid on such day, in which case the Conversion Rights for such shares shall continue until such amounts are paid in full.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation (including the approval of both the Series C Preferred Director and at least one Series B Preferred Director). Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred 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 Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered 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), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall 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 his, her or its 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 such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any

fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price of any series of Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series of Preferred Stock, 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 such series of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any conversion of shares of any series of Preferred stock, no adjustment to the Conversion Price of such series of Preferred Stock shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) **“Option”** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) **“Series C Original Issue Date”** shall mean the date on which the first share of Series C Preferred Stock was issued pursuant to that certain Series C Preferred Stock Purchase Agreement, dated as of April 15, 2021, by and among the Corporation and the purchasers of Series C Preferred Stock identified therein (as amended from time to time, the **“Purchase Agreement”**).

(c) **“Convertible Securities”** shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock (including securities convertible into or exchangeable for Preferred Stock that is convertible into Common Stock in accordance herewith), but excluding Options.

(d) **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, **“Exempted Securities”**):

- (i) shares of Common Stock issued upon conversion of the Preferred Stock;
- (ii) as to any series of Preferred Stock, shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on such series of Preferred Stock;
- (iii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;
- (iv) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);
- (v) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock

actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

- (vi) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);
- (vii) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Corporation (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);
- (viii) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors of the Corporation (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);
- (ix) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation (including the approval of the Series C Preferred Director and at least one Series B Preferred Director);
or

- (x) shares of Series C Preferred Stock issued pursuant to the terms of the Purchase Agreement.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Conversion Price of a series of Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of such series of Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series C Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price of such series of Preferred Stock computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Conversion Price of any series of Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price of such series of Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price of such series of Preferred Stock that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price of such series of Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, the Conversion Price of such series of Preferred Stock shall be readjusted to the Conversion Price of such series of Preferred Stock as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price of any series of Preferred Stock provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price of any series of Preferred Stock that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of

Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Conversion Price of such series of Preferred Stock in effect immediately prior to such issue, then the Conversion Price of such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) “CP₂” shall mean the Conversion Price of such series of Preferred Stock in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock

(b) “CP₁” shall mean the Conversion Price of such series of Preferred Stock in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) “B” shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(e) “C” shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of

Directors of the Corporation, including at least two Preferred Directors; and

- (iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation, including at least two Preferred Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

- (i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by
- (ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price of such series of Preferred Stock pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price of such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series C Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series C Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price of each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price of each such series of Preferred Stock then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price for a given series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of such series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock

in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of any series of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price of any series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock. For the avoidance of doubt, nothing in this Section 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Section 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of any series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than thirty (30) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation

shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than thirty (30) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect for such series of Preferred Stock, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such shares of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred 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; or

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

(c) of the voluntary or involuntary dissolution, liquidation 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 the Preferred Stock a 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 Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common 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 the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public, in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$50,000,000 of proceeds, net of the underwriting discount and commissions, to the Corporation and in connection with such offering the Common Stock is listed for trading on a nationally recognized U.S. stock exchange or quotations system, or (b) the date and time, or the occurrence of an event, specified by vote or written consent of both (i) at least fifty-five percent (55%) of the then outstanding shares of Series B Preferred Stock, voting together as a separate series of Preferred Stock, and (ii) at least a majority of the then outstanding shares of Series C Preferred Stock, voting together as a separate series of Preferred Stock (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the “**Mandatory Conversion Time**”), then all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion

rate as calculated pursuant to Subsection 4.1.1 and such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock in certificated form shall surrender his, her or its 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. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall 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 Preferred Stock accordingly.

6. Redemption. The shares of Preferred Stock are not redeemable by the Corporation.

7. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed, converted or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall 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 Preferred Stock following redemption, conversion or acquisition.

8. Waiver. Except as otherwise set forth herein, (a) any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the holders of at least fifty-five percent (55%) of the shares of Series B Preferred Stock then outstanding, voting together as a separate series of Preferred Stock, and (b) any of the rights, powers, preferences and other terms of the Series C Preferred Stock set forth herein may be waived

on behalf of all holders of Series C Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series C Preferred Stock then outstanding, voting together as a separate series of Preferred Stock.

9. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall 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 General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one (1) vote on each matter presented to the Board of Directors; provided, however, that, so long as the holders of Preferred Stock are entitled to elect a Preferred Director, the affirmative vote of at least two of the Preferred Directors shall be required for the authorization by the Board of Directors of any of the matters set forth in Section 5.5 of the Amended and Restated Investors' Rights Agreement of the Corporation, dated as of the Series C Original Issue Date, by and among the Corporation and the other parties thereto, as such agreement may be amended from time to time.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall 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 of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: 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 General Corporation Law 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 Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) 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, or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “**Excluded Opportunity**” is 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 Preferred Stock (or Common Stock that was previously converted from shares of Preferred Stock) or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “**Covered Persons**”), 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. Without limiting the foregoing renunciation, the Corporation acknowledges that certain of the stockholders are in the business of making investments in, and have investments in, other businesses similar to and that may compete with the Corporation’s businesses (“**Competing Businesses**”), and agrees that each such stockholder shall have the right to make additional investments in or have relationships with other Competing Businesses independent of its investment in the Corporation. No stockholder that has designated a director shall be obligated to present to the Corporation any particular Excluded Opportunity that such director or stockholder gains access to, other than by reason of such director’s status as a director (and other than those directors who are employees of the Corporation), even if such opportunity is of a character that, if presented to the Corporation or one of its subsidiaries, could be taken by the Corporation or such subsidiary, and such director or stockholder shall continue to have the right to take for such director’s or stockholder’s own respective account or to recommend to others any such particular investment opportunity. The provisions of this Article Eleventh shall in no way limit or eliminate any such stockholder’s or their direct or indirect equityholders’ duties, responsibilities and obligations with respect to the protection of any proprietary information of the Corporation and any of its subsidiaries, including any applicable duty not to disclose or use such proprietary information improperly or to obtain therefrom an improper personal benefit. No amendment or repeal of this Article Eleventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to opportunities of which such director becomes aware prior to such amendment or repeal.

TWELFTH: The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses provided by a stockholder of the Corporation or its affiliates (directly or through insurance obtained by any such entity) (collectively, the “**Stockholder Indemnitors**”). The Corporation hereby agrees and acknowledges

that (i) it is the indemnitor of first resort with respect to the Covered Persons, (ii) it shall be required to advance the full amount of expenses incurred by the Covered Persons, as required by law, the terms of the Certificate of Incorporation, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise, without regard to any rights the Covered Persons may have against the Stockholder Indemnitors and (iii) to the extent permitted by law, it irrevocably waives, relinquishes and releases the Stockholder Indemnitors from any and all claims against the Stockholder Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Stockholder Indemnitors on behalf of the Corporation with respect to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Stockholder Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right.

THIRTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Thirteenth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Thirteenth (including, without limitation, each portion of any sentence of this Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 15th day of April, 2021.

By:  _____
Joanna McFarland, President

**CERTIFICATE OF AMENDMENT TO
THE AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
HOPSKIPDRIVE, INC.**

HopSkipDrive, Inc. (the “**Corporation**”), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. The name of the Corporation is HopSkipDrive, Inc. The Corporation was originally incorporated pursuant to the General Corporation Law on July 30, 2014 under the name HopSkipDrive, Inc.

2. This Certificate of Amendment (the “**Certificate of Amendment**”) amends the provisions of the Amended and Restated Certificate of Incorporation.

3. The first paragraph of Article Fourth of the Amended and Restated Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 230,000,000 shares of Common Stock, \$0.001 par value per share (“**Common Stock**”) and (ii) 158,220,520 shares of Preferred Stock, \$0.001 par value per share (“**Preferred Stock**”)

4. The first paragraph of Article Fourth Section B. Preferred Stock of the Amended and Restated Certificate of Incorporation is hereby amended and restated in its entirety as follows:

The Preferred Stock shall be divided in to series. 49,286,483 shares of the authorized Preferred Stock of the Corporation are hereby designated “Series B Preferred Stock” (the “**Series B Preferred Stock**”), 13,725,706 shares of the authorized Preferred Stock of the Corporation are hereby designated as “Series B-1 Preferred Stock” (the “**Series B-1 Preferred Stock**” and together with the Series B Preferred Stock, the “**Series B Preferred**”), and 82,861,194 shares of the authorized Preferred Stock of the Corporation are hereby designated “Series C Preferred Stock” (the “**Series C Preferred Stock**”).

5. This Certificate of Amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

6. All other provisions of the Amended and Restated Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Joanna McFarland, its Chief Executive Officer, this 13 day of October 2021.

DocuSigned by:
Joanna McFarland
By: _____
285B0FC513A6432
Name: Joanna McFarland
Title: Chief Executive Officer

HopSkipDrive, Inc.

Name	Title		Primary Business Address
Ben Birnbaum	Director	Board of Director	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Cassie Bowe	Director	Board of Director	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Rick Heitzmann	Director	Board of Director	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Dave Lissy	Director	Board of Director	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Joanna McFarland	Director	Board of Director	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Joanna McFarland	Chief Executive Officer	Officer of Corporation	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Loni Mahanta	Chief Legal & Corp Affairs Officer	Officer of Corporation	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Tom Alderman	Chief Financial Officer	Officer of Corporation	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Loni Mahanta	Secretary	Officer of Corporation	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012
Tom Alderman	Treasurer	Officer of Corporation	Suite 200 360 E. 2nd Street, Los Angeles, CA 90012

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

11/18/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

HopSkipDrive, Inc.

is duly registered to do business under the laws of the Commonwealth of Pennsylvania and remains a registered Foreign Business Corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Certificate of Registration shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

A handwritten signature in cursive script that reads "Veronica W. Desrosiers".

Acting Secretary of the Commonwealth

Certification Number: TSC211118151963-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2025

5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED HopSkipDrive, Inc. 1541598 360 E. 2nd Street, Suite 200 Los Angeles, CA 90012	INSURER A: Crum & Forster Specialty Insurance Co NAIC # 44520	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 20552339 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CPA-108703	7/2/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX CSL (NV) \$ 1,500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Auto Policy CPA-107935 details attached. As further described in the policy, an insured auto is an auto being operated by a TNC driver, but only when the TNC driver is logged on to the named insured's ride-share application, has recorded acceptance in the named insured's ride-share application of a request, and is either traveling to the pick-up location or traveling from the pick-up location to the final destination location. Uninsured / Underinsured Bodily Injury as further described in the policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20552339 For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Lockton Insurance Brokers LLC		NAMED INSURED HopSkipDrive, Inc. 360 E. 2nd Street, Suite 200 Los Angeles CA 90012	
POLICY NUMBER CPA-107935		EFFECTIVE DATE:	
CARRIER Crum & Forster Specialty Co	NAIC CODE 44520		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Auto Policy CPA-107935

Insurance Coverages	Limits	Deductible
Comprehensive	Actual Cash Value	\$2,500
Collision	Actual Cash Value	\$2,500