

CERTIFICATE OF INCORPORATION
of
XXXX, INC.

ARTICLE I

The name of the Corporation is XXXX, Inc.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 108 Lakeland Avenue, Dover, Kent County, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

Authorized Shares

A. Classes of Stock. The Corporation is authorized to issue three classes of stock to be designated, respectively, "Common Stock" and "SAFE Preferred Stock" and "Preferred Stock." The total number of shares that the Corporation is authorized to issue is XXXX (XXXX) shares, of which XXXX (XXXX) shares shall be Common Stock, \$0.0001 par value ("Common Stock"), XXXX (XXXX) shares shall be SAFE Preferred Stock, \$0.0001 par value ("SAFE Preferred Stock"), and XXXX (XXXX) shares shall be Preferred Stock, \$0.0001 par value ("Undesignated Preferred Stock").

B. Safe Preferred Stock.

1. Dividends. If the Corporation pays a dividend on outstanding shares of Common Stock (that is not payable in shares of Common Stock) while shares of SAFE Preferred Stock are outstanding, the Corporation will pay an amount equal to the Dividend Amount to each holder of SAFE Preferred Stock at the same time.

2. Conversion of SAFE Preferred Stock in connection with an Equity Financing. All issued and outstanding shares of SAFE Preferred Stock will automatically convert upon the initial closing of an Equity Financing into the number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the lesser of (a) the Discount Price, and (b) the SAFE Price. The Certificate of Designations shall provide that shares of Standard Preferred Stock issued to a SAFE

Preferred Stockholder upon conversion of the SAFE Preferred Stock shall have identical rights, privileges, preferences, seniority, liquidation amount per share, and restrictions as shares of Standard Preferred Stock issued to investor in the Equity Financing.

3. Liquidity Event.

(a) If there is a Liquidity Event before conversion of all shares of SAFE Preferred Stock into Standard Preferred Stock, then SAFE Preferred Stockholders will automatically be entitled (subject to the liquidation priority set forth in Article IV.B.5.) to receive a portion of Proceeds, which shall be due and payable to SAFE Preferred Stockholders immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the Purchase Amount or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (as applicable, the “Liquidity Amount”). If any of the Corporation’s securityholders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, SAFE Preferred Stockholders will be given the same choice, provided that SAFE Preferred Stockholders may not choose to receive a form of consideration that SAFE Preferred Stockholders would be ineligible to receive as a result of such holder’s failure to satisfy any requirement or limitation generally applicable to the Corporation’s securityholders, or under any applicable laws.

(b) Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Corporation may reduce the cash portion of Proceeds payable to SAFE Preferred Stockholders by the amount determined by its Board of Directors in good faith for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, provided that such reduction (A) does not reduce the total Proceeds payable to SAFE Preferred Stockholders and (B) is applied in the same manner and on a pro rata basis to all securityholders who have equal priority to SAFE Preferred Stockholders under Article IV.B.5.

(c) The Corporation shall not, by amendment of this Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Article IV.B. and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of SAFE Preferred Stockholders against impairment.

4. Dissolution Event. If there is a Dissolution Event before conversion of shares of SAFE Preferred Stock into Standard Preferred Stock, then Safe Preferred Stockholders will automatically be entitled (subject to the liquidation priority set forth in Article IV.B.5.) to receive a portion of Proceeds equal to the Liquidity Amount, due and payable to SAFE Preferred Stockholders immediately prior to the consummation of the Dissolution Event.

5. Priority. In a Liquidity Event or Dissolution Event, shares of SAFE Preferred Stock are intended to operate like standard non-participating preferred stock. The right of Safe

Preferred Stockholders to receive the amount payable to them in such Liquidity Event or Dissolution Event is:

(a) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);

(b) On par with payments for other shares of SAFE Preferred Stock and/or preferred stock, and if the applicable Proceeds are insufficient to permit full payments to the SAFE Preferred Stockholders, the applicable Proceeds will be distributed pro rata to the holders of SAFE Preferred Stock and/or other Corporation preferred stock in proportion to the full payments that would otherwise be due; and

(c) Senior to payments for Common Stock.

Upon the completion of the distributions required by this Article IV.B.5. to any holders of SAFE Preferred Stock and other Corporation preferred stock, the remaining assets of the Corporation available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each such holder.

6. SAFE Preferred Stock is Nonvoting. Shares of SAFE Preferred Stock shall be nonvoting; provided, however, the approval of the holders of a majority of the issued and outstanding shares of SAFE Preferred Stock shall be required in connection with any amendment, modification or deletion of the rights and preferences of the holders of SAFE Preferred Stock set forth in this Certificate of Incorporation, except that SAFE Preferred Stockholders shall not have any voting rights with respect to the terms of the Standard Preferred Stock or, pursuant to Section 151 of the DGCL, an amendment of this Certificate of Incorporation adopting the terms of the Standard Preferred Stock in a certificate of designations adopted by the Board of Directors and filed with the Delaware Secretary of State.

7. Amendments. The provisions of this Article IV.B. may be amended by a written amendment approved by Board of Directors and the holders of a majority of the outstanding SAFE Preferred Stock and Common Stock, voting separately, and any such written amendment will be binding upon the Corporation and holders of Capital Stock; provided, however, that no such amendment shall establish priorities over other series of outstanding preferred stock without approval of the holders of a majority of the shares of such other series of preferred stock.

C. Standard Preferred Stock. The Board of Directors is hereby expressly authorized to provide for in a Certificate of Designations, out of the unissued shares of Undesignated Preferred Stock, one or more series of Undesignated Preferred Stock, and with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the preferences and relative, participating, optional, or other special rights, if any, and any qualifications, limitations, or restrictions thereof, of the shares of such series, which as adopted, is referred in this Certificate of Incorporation as Standard Preferred Stock.

The powers, preferences, and relative, participating, optional, and other special rights of each series of Standard Preferred Stock, and the qualifications, limitations, or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

- (i) the designation of the series, which may be by distinguishing number, letter or title;
- (ii) the number of shares of the series, which number the Board of Directors may thereafter increase or decrease (but not below the number of shares thereof then outstanding);
- (iii) whether dividends, if any, shall be cumulative or noncumulative and the dividend rate of the series;
- (iv) dates at which dividends, if any, shall be payable;
- (v) the redemption rights and price or prices, if any, for shares of the series;
- (vi) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;
- (vii) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;
- (viii) whether the shares of the series shall be convertible into shares of any other class or series, or any other security, of the Corporation or any other entity, and, if so, the specification of such other class or series of such other security, the conversion price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible and all other terms and conditions upon which such conversion may be made;
- (ix) restrictions on the issuance of shares of the same series or of any other class or series;
- (x) the voting powers, if any, of the holders of shares of the series; and
- (xi) such other powers, privileges, preferences and rights, and qualifications, limitations and restrictions thereof, as the Board shall determine.

An amendment to a Certificate of Designations with respect to a series of Standard Preferred Stock established by such Certificate of Designations may be approved by the Board of Directors and vote of the holders of outstanding shares of such series of Standard Preferred Stock, without approval of the common stockholders or SAFE Preferred Stockholders.

D. Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes and series of stock at the time outstanding having prior rights as to dividends, the holders of Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. Any dividends paid to the holders of shares of Common Stock shall be paid pro rata, on an equal priority, *pari passu* basis.

2. Liquidation Rights. Upon a Liquidation Event, the assets of the Corporation shall be distributed as provided in Article IV.B.5.

3. Voting Rights. The holders of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any stockholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

E. Definitions. The following definitions are applicable to this Article IV.

“Board of Directors” means the Corporation’s Board of Directors.

“Capital Stock” means the Common Stock and Standard Preferred Stock, and excludes the SAFE Preferred Stock.

“Certificate of Designations” means a certificate of designations as contemplated in Section 151 of the DGCL and filed in accordance with Section 103 of the DGCL.

“Change of Control” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Corporation having the right to vote for the election of members of the Corporation’s Board of Directors, (ii) any reorganization, merger or consolidation of the Corporation, other than a transaction or series of related transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or

resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Corporation.

“Common Stock” means the Corporation’s common stock, par value \$0.0001 per share, of the Corporation.

“Corporation Capitalization” is calculated as of immediately prior to an Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- includes all issued and outstanding shares of Capital Stock;
- excludes all Converting Securities;
- includes all (i) issued and outstanding Options and (ii) Promised Options; and
- includes the Unissued Option Pool.

“Converting Securities” includes issued and outstanding shares of SAFE Preferred Stock and other convertible securities issued by the Corporation, including but not limited to: (i) convertible promissory notes and other convertible debt instruments; and (ii) convertible securities that have the right to convert into shares of Capital Stock.

“Direct Listing” means the Corporation’s initial listing of its Common Stock (other than shares of Common Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Corporation with the SEC that registers shares of existing capital stock of the Corporation for resale, as approved by the Corporation’s Board of Directors. For the avoidance of doubt, a Direct Listing will not be deemed to be an underwritten offering and will not involve any underwriting services.

“Discount Price” means an amount equal to the Discount Rate multiplied by the lowest price per share of the Standard Preferred Stock issued in the Equity Financing.

“Discount Rate” is 80%.

“Dissolution Event” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Corporation’s creditors or (iii) any other liquidation, dissolution or winding up of the Corporation (excluding a Liquidity Event), whether voluntary or involuntary.

“Dividend Amount” means, with respect to any date on which the Corporation pays a dividend on its outstanding Common Stock, the amount of such dividend that is paid per share of Common Stock multiplied by (x) the Purchase Amount divided by (y) the Dividend Price.

“Dividend Price” means the price per share equal to 80% of the fair market value of the Common Stock on the date that the applicable dividend is declared, as determined by the Board of Directors in its reasonable discretion.

“Equity Financing” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Corporation issues and sells Standard Preferred Stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation, and which the gross proceeds to the Corporation are at least \$XXXX (which amount may be reduced the Board of Directors upon obtaining the prior consent of the holders of a majority of the issued and outstanding shares of SAFE Preferred Stock).

“Initial Public Offering” means the closing of the Corporation’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“Liquidity Event” means a Change of Control, a Direct Listing or an Initial Public Offering.

“Liquidity Price” means the lower of (i) 80% of the price per share equal to the fair market value of the Common Stock at the time of the Liquidity Event determined by reference to the purchase price payable in connection with such Liquidity Event, as determined by reference to the purchase price payable in connection with such Liquidity Event multiplied by the Discount Rate, or (ii) the SAFE Price.

“Pre-Money Valuation Cap” is \$XXXX

“Proceeds” means cash and other assets (including without limitation stock consideration) that are proceeds from a Liquidity Event or Dissolution Event, as applicable, and legally available for distribution.

“Promised Options” means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Standard Preferred Stock’s price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the calculation of the distribution of the Proceeds.

“Purchase Amount” means the amount paid by an investor for shares of SAFE Preferred Stock.

“Standard Preferred Stock” means shares of Undesignated Preferred Stock with the rights, privileges, preferences, seniority, liquidation multiple and restrictions established in a Certificate of Designations, issued either (i) in connection with the initial closing of an Equity Financing to (A) the investors investing new money in the Corporation, and (B) SAFE Preferred Stockholders upon conversion of their SAFE Preferred Stock, or (ii) thereafter with respect to any remaining authorized

shares of Undesignated Preferred Stock, in one or more additional series of Undesignated Preferred Stock established by the Board of Directors pursuant to the filing of an additional Certificate of Designations.

“SAFE Preferred Stockholders” means the holders of SAFE Preferred Stock.

“SAFE Price” means the price per share equal to the Pre-Money Valuation Cap divided by the Corporation Capitalization.

“Unissued Option Pool” means all shares of Capital Stock that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Corporation plan.

ARTICLE V

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the Bylaws.

B. Directors shall be elected at each annual meeting of stockholders and shall hold office until the next annual meeting. Each director shall hold office either until the expiration of the term for which elected or appointed and until a successor has been elected and qualified, or until such director’s death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide. No person entitled to vote at an election for directors may cumulate votes to which such person is entitled unless required by applicable law at the time of such election. During such time or times that applicable law requires cumulative voting, every stockholder entitled to vote at an election for directors may cumulate such stockholder’s votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder’s shares are otherwise entitled, or distribute the stockholder’s votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder’s votes unless (A) the names of such candidate or candidates have been placed in nomination prior to the voting and (B) the stockholder has given notice at the meeting, prior to the voting, of such stockholder’s intention to cumulate such stockholder’s votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

D. Subject to any limitations imposed by applicable law, the Board of Directors or any director may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote generally at an election of directors.

E. 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.

ARTICLE VI

Subject to any additional vote required by this 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.

ARTICLE VII

A. 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 DGCL or any other law of the State of Delaware is amended after approval by the stockholders of this Article VII 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 DGCL as so amended.

B. The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Article VII.B.3., the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person

only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VII or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article VII is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article VII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VII.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VII shall be prospective and shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE VIII

In the event of a liquidation, dissolution or winding up of the Corporation, the remaining assets of the Corporation legally available for distribution to stockholders shall be distributed on an equal priority, pro rata basis to the holders of Common Stock; provided, however, for the avoidance of doubt, compensation pursuant to any employment, consulting, severance or other compensatory arrangement to be paid to or received by a person who is also a holder of Common Stock does not constitute consideration or a "distribution to stockholders" in respect of Common Stock.

ARTICLE IX

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 DGCL 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 IX 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 IX (including, without limitation, each portion of any sentence of this Article IX 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.

ARTICLE X

[Incorporator Name], whose address is [Address], is the incorporator of the Corporation.

Executed in [City, State], on XXXX.

[Entity Name], as Incorporator

By: _____

Title: _____