

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7711613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SINTER PRINT, INC.	05/28/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ELEMENTUM 3D, INC.
<b>Street Address:</b>	400 YOUNG COURT
<b>Internal Address:</b>	UNIT 1
<b>City:</b>	ERIE
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80516
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18087037
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)291-3201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	3032913200
<b>Email:</b>	ip@fennemorelaw.com
<b>Correspondent Name:</b>	FENNEMORE CRAIG, P.C.
<b>Address Line 1:</b>	1700 LINCOLN STREET
<b>Address Line 2:</b>	SUITE 2400
<b>Address Line 4:</b>	DENVER, COLORADO 80203
<b>ATTORNEY DOCKET NUMBER:</b>	E3D-1USCIP-CON-37872-0041
<b>NAME OF SUBMITTER:</b>	BRUCE E. DAHL
<b>SIGNATURE:</b>	/Bruce E. Dahl/
<b>DATE SIGNED:</b>	12/23/2022
<b>Total Attachments: 16</b>	
source=5-28-29-Statement_of_Principal_Office_Address_Change#page1.tif	
source=5-28-29-Statement_of_Principal_Office_Address_Change#page2.tif	
source=5-28-29-Statement_of_Principal_Office_Address_Change#page3.tif	
source=5-28-19_Name_Change_Amended_and_Restated_Articles_of_Incorporation#page1.tif	

source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page2.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page3.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page4.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page5.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page6.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page7.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page8.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page9.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page10.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page11.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page12.tif  
source=5-28-19\_Name\_Change\_Amended\_and\_Restated\_Articles\_of\_Incorporation#page13.tif

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Statement of Change

with Document # 20191446202 of  
Elementum 3D, Inc.

Colorado Corporation

(Entity ID # 20141603464 )

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/30/2019 that have been posted, and by documents delivered to this office electronically through 07/31/2019@ 11:43:12.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/31/2019 @ 11:43:12 in accordance with applicable law. This certificate is assigned Confirmation Number 11715244.



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Colorado Secretary of State  
Date and Time: 05/28/2019 01:27 PM  
ID Number: 20141603464

Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Document number: 20191446202  
Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Change  
Changing the Principal Office Address**

filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20141603464  
(Colorado Secretary of State ID number)

Entity name or True name Elementum 3D, Inc.

2. The entity's principal office address has changed.

Such address, as changed, is

Street address 400 Young Court, Unit 1  
(Street number and name)

Erie CO 80516  
(City) (State) (ZIP/Postal Code)

United States  
(Province – if applicable) (Country)

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City) (State) (ZIP/Postal Code)

United States  
(Province – if applicable) (Country)

3. (If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in

conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Wainer</u>	<u>Sandra</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1550 17th Street, Suite 500</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Denver</u>	<u>CO</u>	<u>80202</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country)</small>	

(If applicable, adopt the following statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Amended and Restated Articles of Incorporation

with Document # 20191445914 of  
Elementum 3D, Inc.

Colorado Corporation

(Entity ID # 20141603464 )

consisting of 12 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/30/2019 that have been posted, and by documents delivered to this office electronically through 07/31/2019@ 11:46:05.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/31/2019 @ 11:46:05 in accordance with applicable law. This certificate is assigned Confirmation Number 11715264 .



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 05/28/2019 12:52 PM  
 ID Number: 20141603464  
 Document number: 20191445914  
 Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

### Amended and Restated Articles of Incorporation

filed pursuant to §7-90-301, et seq. and §7-110-107 and §7-90-304.5 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20141603464  
(Colorado Secretary of State ID number)  
 Entity name Sinter Print Inc.

2. The new entity name (if applicable) is Elementum 3D, Inc.

3. The amended and restated constituent filed document is attached.

4. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_.  
(mm/dd/yyyy hour:minute am/pm)

#### Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing  
 address of the individual causing  
 the document to be delivered for  
 filing are

Wainer Sandra  
(Last) (First) (Middle) (Suffix)  
1550 17th Street, Suite 500  
(Street name and number or Post Office Box information)  
Denver CO 80202  
(City) (State) (Postal/Zip Code)  
United States  
(Province – if applicable) (Country – if not US)

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SINTER PRINT INC.**

\* \* \* \* \*

Pursuant to Section 7-102-102 of the  
Colorado Business Corporations Act

\* \* \* \* \*

Sinter Print Inc. (the "Corporation"), a corporation governed by the Colorado Business Corporation Act (the "CBCA"), hereby certifies as follows:

- A. The original Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Colorado on October 1, 2014, and were amended on December 16, 2014 and May 13, 2016 (collectively, the "Original Articles").
- B. These Amended and Restated Articles of Incorporation (these "Articles"), which amend and restate the Original Articles, have been declared advisable by the Board of Directors of the Corporation (the "Board"), and duly adopted by the holders of shares of common stock of the Corporation (the "Shareholders") in accordance with Sections 7-110-103 of the CBCA.
- C. The Original Articles are hereby amended and restated in their entirety to read as follows:
  - 1. Name. The name of the corporation is Elementum 3D, Inc.
  - 2. Registered and Principal Office; Registered Agent. The address of the Corporation's registered office in the State of Colorado and its principal office address is 405 Young Court, Unit 100C, Erie, Colorado 80516. The name of its registered agent at such address is Jacob Nuechterlein.
  - 3. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the CBCA, as it currently exists or may hereafter be amended.
  - 4. Authorized Shares. The Corporation has the authority to issue a total of 20,010,000 shares of capital stock ("Capital Stock"), of which 20,000,000 shares will be designated common stock, with no par value (the "Common Stock") and 10,000 shares will be designated as preferred stock with no par value (the "Preferred Stock").
  - 5. Common Stock.
    - 5.1 The rights of holders of Common Stock to receive dividends or share in the distribution of assets in the event of liquidation, dissolution or winding up of the affairs of the Corporation shall be subject to the preferences, limitations and relative rights of the Preferred

Stock fixed in the resolution or resolutions which may be adopted from time to time by the Board of Directors providing for the issuance of one or more series of the Preferred Shares.

5.2 The holders of the Common Stock shall be entitled to one vote for each shares of Common Stock held by them of record at the time for determining the holders thereof entitled to vote.

6. Preferred Stock. The Preferred Stock authorized by these Articles may be issued from time to time, in one or more series, as determined by the Board. The Board is expressly authorized, to the full extent now or hereafter provided by these Articles and the CBCA, to adopt a resolution or resolutions providing for the issuance of one or more series of Preferred Stock, and to file a certificate of designation or amendment to the Articles with the Colorado Secretary of State setting forth a copy of such resolution or resolutions, pursuant to Section 7-106-102 of the CBCA. The Board is authorized to determine and alter the designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions, of any series of Preferred Stock (including dividend rights, dividend rates, conversion rights, voting rights, and liquidation preferences), with each such series consisting of such number of shares and having such voting powers relative to other series of Preferred Stock, if any, or the Common Stock, as shall be stated in the resolution or resolutions providing for the issuance of such series Preferred Stock. Except as otherwise provided in these Articles or Section 7-106-102 of the CBCA, no vote of the holders of the Preferred Stock or Common Stock shall be a prerequisite to the designation or issuance of any shares of any series of the Preferred Stock, and the Board is expressly authorized to make, repeal, alter, amend or rescind any Certificates of Designation of the Corporation designating the rights, preferences and privileges of any class or series of Preferred Stock, the right to have such vote being expressly waived by all present and future Shareholders.

7. Preemptive Rights.

7.1 The Shareholders of the Corporation (who are "accredited investors" and otherwise in compliance with applicable securities laws) shall be entitled to preemptive rights in accordance with Section 7-106-301 of the CBCA to purchase its Pre-emptive Pro Rata Portion of any New Shares of Common Stock that the Corporation may from time to time propose to issue or sell to any party (including in the event that the Corporation first issues the New Shares of Common Stock to a Corporation Subsidiary and then issues or sells to any party in any issuance that would otherwise subject to this Section 7); *provided*, that the provisions of this Section 7 shall only apply to any issuances or sales of New Shares of Common Stock approved by the Board of over 5% of the issued and outstanding shares of Common Stock in a single transaction or, if there are transactions within any two year period that cumulatively issue or sell over 5% of the issued and outstanding shares of Common Stock, each Shareholder will have preemptive rights starting with the first transaction that surpasses 5%; *provided further*, that the provisions of this Section 7.1 shall not apply to any Excluded Issuance. In the event that a Corporation Subsidiary issues shares of its common stock or the Corporation sells shares that it owns of any Corporation Subsidiary in any issuance that would otherwise be subject to this Section 7, at that time the Corporation and/or the applicable Corporation Subsidiary will grant comparable preemptive rights to Corporation Shareholders based on the specific circumstances.

7.2 Additional Issuance Notices. The Corporation shall give written notice (an "Issuance Notice") of any proposed issuance or sale of New Shares of Common Stock described in Section 7.1 to the Shareholders within 5 Business Days following the approval by the Board of the issuance or sale. The Issuance Notice shall set forth the material terms and conditions of the proposed issuance or sale, including:

7.2.1 the number of and description of New Shares proposed to be issued (or the maximum amount of New Shares offered, if applicable);

7.2.2 the proposed issuance date, which shall be at least 10 Business Days from the date of the Issuance Notice (the proposed issuance date may be the date the Corporation plans to receive the final purchase of the New Shares if the New Shares are being purchased by investors on different dates);

7.2.3 the proposed purchase price per share of New Shares; and

7.2.4 if the consideration to be paid by the prospective purchaser(s) includes non-cash consideration, the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of a capitalization table or other shareholders ledger of the Corporation indicating the Shareholders' holdings of Common Stock in a manner that enables each Shareholder to calculate its Pre-emptive Pro Rata Portion of any New Shares.

7.3 Exercise of Pre-emptive Rights. Each Shareholder shall for a period of 10 Business Days following the receipt of an Issuance Notice (the "Pre-emptive Exercise Period") have the right to elect irrevocably to purchase all or any portion of its Pre-emptive Pro Rata Portion of any New Shares on the terms and conditions, including the purchase price, set forth in the Issuance Notice by delivering a written notice to the Corporation (a "Pre-emptive Acceptance Notice") specifying the number of New Shares it desires to purchase up to its Pre-emptive Pro Rata Portion. The delivery of a Pre-emptive Acceptance Notice by a Shareholder shall be a binding and irrevocable offer by such Shareholder to purchase the New Shares described therein. The failure of a Shareholder to deliver a Pre-emptive Acceptance Notice by the end of the Pre-emptive Exercise Period shall constitute a waiver of its rights under this Section 7.3 with respect to the purchase of such New Shares, but shall not affect its rights with respect to any future issuances or sales of New Shares.

7.4 Sales to the Prospective Purchaser. Following the expiration of the Pre-emptive Exercise Period, the Corporation shall be free to complete the proposed issuance or sale of New Shares described in the Issuance Notice with respect to which Shareholders declined to exercise the pre-emptive right set forth in this Section 7.4 on terms no more favorable to the purchaser(s) than those set forth in the Issuance Notice (except that the amount of New Shares to be issued or sold by the Corporation may be reduced); *provided*, that: (i) such issuance or sale is closed within 45 Business Days after the expiration of the Pre-emptive Exercise Period (subject to the extension of such 45 Business Day period for a reasonable time not to exceed 90 Business Days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Shares are sold to the prospective purchaser is at

least equal to or higher than the purchase price described in the Issuance Notice. In the event the Corporation has not sold such New Shares within such time period, the Corporation shall not thereafter issue or sell any New Shares without first again offering such securities to the Shareholders in accordance with the procedures set forth in this Section 7.4.

7.5 Closing of the Issuance. The closing of any purchase by any Shareholder shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice (which, for the avoidance of doubt, may be the date the Corporation receives the final purchase of the New Shares if the New Shares are being purchased by investors on different dates). Upon the issuance or sale of any New Shares in accordance with this Section 7.5, the Corporation shall deliver the New Shares free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof). Each Shareholder shall deliver to the Corporation the purchase price for the New Shares purchased by it by wire transfer of immediately available funds. Each party to the purchase and sale of New Shares shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

7.6 This Section 7, and the covenants contained herein, shall terminate upon a Qualified Public Offering or Change of Control of the Corporation.

7.7 Definitions.

**"Business Day"** means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Denver, Colorado are authorized or required to close.

**"Change of Control"** means: (a) the sale of 70% or more of the consolidated assets (as measured on a Fair Market Value basis) of the Corporation and the Corporation Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Common Stock (or other voting stock of the Corporation) on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Corporation with or into a Third Party Purchaser that results in the inability of the Shareholders to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

**"Corporation Subsidiary"** means a Subsidiary of the Corporation.

**"Excluded Issuance"** means an issuance or sale of any Capital Stock or Stock Equivalents in connection with: (a) a grant to any existing or prospective members of the Board, officers or other employees or consultants of the Corporation or any Corporation Subsidiary pursuant to an equity-based plan or other compensation agreement for so long as the Corporation does not issue more than 5% per year of the number of issued and outstanding shares of Common Stock of the Corporation (any year in which the Corporation does issue over 5%, the amount over 5% will not be an Excluded Issuance); (b) the conversion or exchange of any securities of the Corporation into Capital Stock, or the exercise of any warrants or other rights to acquire Capital Stock; (c) any acquisition by the Corporation or any Corporation Subsidiary of any equity interests, assets, properties or business of any Person; (d) any merger, consolidation or other business combination involving the Corporation or any Corporation Subsidiary; (e) the commencement of any Qualified

Public Offering or any transaction or series of related transactions involving a Change of Control; (f) any subdivision of Capital Stock (by a split of Capital Stock or otherwise), payment of stock dividend, reclassification, reorganization or any similar recapitalization; (g) any private placement of Capital Stock or warrants to purchase Capital Stock to lenders in any arm's length transaction in which such lenders provide debt financing to the Corporation or any Corporation Subsidiary; (h) a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Corporation or any Corporation Subsidiary) relating to the operation of the Corporation's or any Corporation Subsidiary's business and not for the primary purpose of raising equity capital; or (i) any office lease or equipment lease or similar equipment financing transaction in which the Corporation or any Corporation Subsidiary obtains from a lessor or vendor the use of such office space or equipment for its business.

**"Fair Market Value"** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

**"Fully Diluted Basis"** means, as of any date of determination: (a) with respect to all Capital Stock, all issued and outstanding Capital Stock of the Corporation and all Capital Stock issuable upon the exercise or conversion of any outstanding Stock Equivalents as of such date, whether or not such Stock Equivalent is at the time exercisable or convertible; or (b) with respect to any specified type, class or series of Capital Stock, all issued and outstanding shares of Capital Stock designated as such type, class or series and all such designated shares of Capital Stock issuable upon the conversion or exercise of any outstanding Stock Equivalents as of such date, whether or not such Stock Equivalent is at the time exercisable or convertible.

**"Governmental Authority"** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

**"New Shares"** means any authorized but unissued Shares or any Stock Equivalents.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**"Pre-emptive Pro Rata Portion"** means, for any Shareholder as of any particular time, a fraction determined by dividing (a) the number of shares of Common Stock on a Fully Diluted Basis owned by such Shareholder immediately prior to such time by (b) the aggregate number of shares of Common Stock on a Fully Diluted Basis owned by all of the Shareholders immediately prior to such time (such amount shall include the number of New Shares that the Corporation is proposing to issue or sell to any party).

**"Qualified Public Offering"** means the sale, in a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective registration

statement under the Securities Act of 1933, of Common Stock of the Corporation having an aggregate offering value (net of underwriters' discounts and selling commissions) of at least \$50 million following which at least 50% of the total Common Stock of the Corporation on a Fully Diluted Basis shall have been sold to the public and shall be listed on any national securities exchange.

**"Shares"** means shares of Capital Stock purchased, owned or otherwise acquired by a Shareholder as of or after the date hereof, and any securities issued in respect of any of the foregoing, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

**"Stock Equivalents"** means any stock option and any other security or obligation that is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Shares, and any option, warrant or other right to subscribe for, purchase or acquire Shares or Stock Equivalents (disregarding any restrictions or limitations on the exercise of such rights).

**"Subsidiary"** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**"Third Party Purchaser"** means any Person who, immediately prior to the contemplated transaction: (a) does not directly or indirectly own or have the right to acquire any outstanding Capital Stock (or applicable Stock Equivalents); or (b) is not a permitted transferee (as defined in any shareholders agreement between the Corporation and the Shareholders) of any Person who directly or indirectly owns or has the right to acquire any Capital Stock (or applicable Stock Equivalents).

8. Board of Directors.

8.1 Number of Directors. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. The number of directors and the terms of such directors shall be fixed from time to time in accordance with the bylaws of the Corporation (the "Bylaws").

8.2 Voting for Directors. Unless and except to the extent that the Bylaws so provide, the election of directors need not be by written ballot. Cumulative voting shall not be allowed in the election of directors of the Corporation and every Shareholder entitled to vote at such election shall have the right to vote the number of shares owned by him for as many persons as there are directors to be elected, and for whose election he has a right to vote.

8.3 Vacancies and Newly Created Directorships. Any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, disability, resignation, disqualification or removal of any director or from any other cause may be filled by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall hold office for the remaining term of his or her predecessor.

8.4 Directors Tie-Break Voting. The Board shall have the power to designate, in the Bylaws or by resolution adopted from time to time, one member of the Board who shall be the tie-breaker in the event of a tie vote.

9. Shareholder Action.

9.1 Special Meetings of Shareholders. Special meetings of the Shareholders may be called as provided in the Bylaws and by applicable law.

9.2 Action by Non-Unanimous Written Consent. Subject to Section 9.3 below, any action required or permitted to be taken at a shareholders meeting may be taken without a meeting, without prior notice and without a vote of Shareholders, if a consent or consents in writing, setting forth the action so taken, is or are signed by the Shareholders having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

9.3 Greater Voting or Consent Requirement for Increase in Authorized Common Stock and Preferred Stock. Pursuant to Section 7-107-208 of the CBCA, an increase in authorized Common Stock or Preferred Stock shall be approved a minimum of 2/3 of all the votes or consents entitled to be cast on the increase.

10. Adoption, Amendment or Repeal of Bylaws. In furtherance of, and not in limitation of, the powers conferred by the laws of the State of Colorado, the Board is expressly authorized to adopt, amend or repeal the Bylaws.

11. Adoption, Amendment or Repeal of Articles. The Corporation shall have the right, subject to any express provisions or restrictions contained in these Articles or the Bylaws, from time to time, to amend these Articles or any provision hereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a Shareholder by these Articles or any amendment hereof are subject to such right of the Corporation.

12. Limitation of Liability. No director of the Corporation shall be liable to the Corporation or the Shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the CBCA as it now exists. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the preceding sentence, a director of the Corporation shall not be liable to the fullest extent permitted by any amendment to the CBCA hereafter enacted that further limits the liability of a director.

13. Indemnification.

13.1 Right to Indemnification. Subject to the other requirements of this Section 13.1, 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 (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any proceeding by reason of the fact that he or she, or a person for whom he or she 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, agent, associate,

fiduciary, manager, member, partner, promoter or trustee of, or in any similar position with, another domestic or foreign entity or an employee benefit plan, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person.

13.2 Advancement of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) reasonably incurred by a Covered Person who is party to any proceeding in advance of its final disposition, provided that: (i) the Covered Person has delivered a written affirmation to the Corporation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 7-109-102 of the CBCA, (ii) the Covered Person has delivered a written undertaking to the Corporation, executed personally or on the Covered Person's behalf, to repay all amounts advanced if it should be ultimately determined that the Covered Person did not meet such standard of conduct, and (iii) the requirements of Section 7-109-104(c) of the CBCA are satisfied.

13.3 Board Authorization. Notwithstanding the provisions of Sections 13.1 and 13.2, except as otherwise provided in Section 13.4, the Corporation shall not be required to indemnify or advance expenses to a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person, unless the commencement of such proceeding (or part thereof) by the Covered Person was authorized in advance by the Board.

13.4 Determination of Right to Indemnification.

13.4.1 If indemnification or advancement is requested pursuant to Section 13.1 or 13.2, as applicable, the Corporation shall promptly, but in no event more than 30 days after receipt of such request, make a determination as to whether such indemnification or advancement is permissible under Article 109 of the CBCA, and, if it is permissible, pay the requesting Covered Person within 45 days of such request. Such determination shall be made as provided in Section 7-109-106 of the CBCA.

13.4.2 Notwithstanding a determination under Section 13.4.1 that a Covered Person is not entitled to indemnification or advancement with respect to a proceeding, such Covered Person will have the right to apply to any court of competent jurisdiction for the purpose of enforcing such Covered Person's right to indemnification or advancement pursuant to this Section 13.4 or by applicable law. Neither the failure of the Corporation (including by the Board, the shareholders, or independent legal counsel) to have made a determination prior to the commencement of such action that such Covered Person is entitled to indemnification or advancement hereunder, nor an actual determination by the Corporation (including by the Board, the shareholders or independent legal counsel) that such Covered Person is not entitled to indemnification or advancement hereunder, will be a defense to the action or create any presumption that such Covered Person is not entitled to indemnification or advancement hereunder.

13.4.3 The Corporation shall indemnify any Covered Person against all expenses reasonably incurred in connection with any hearing or proceeding under this Section 13.4 if such person prevails on the merits or otherwise.

13.5 Presumptions and Effect of Certain Proceedings.



13.5.1 In making a determination with respect to entitlement to indemnification or advancement under Section 13.4, the person or persons making such determination will presume that such Covered Person is entitled to indemnification under this Section 13 and the Corporation will have the burden of proof to overcome that presumption in connection with the making by any Person or Persons of any determination contrary to that presumption.

13.5.2 The termination of any proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not (except as otherwise expressly provided by this Section 13 or by applicable law) of itself adversely affect the right of any Covered Person to indemnification or advancement or create a presumption that such Covered Person did not meet the standard of conduct set forth in Section 7-109-102 of the CBCA.

13.6 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Section 13 shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of these Articles, the Bylaws, agreement, vote of Shareholders or disinterested directors or otherwise. This Section 13 shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to any Person when and as authorized by appropriate corporate action.

13.7 Definitions. Capitalized terms used in this Section 13 but not otherwise defined herein shall have the meanings ascribed to them in Article 109 of the CBCA.

14. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign entity or an employee benefit plan, against liability asserted against or incurred by the Person in that capacity or arising from the person's status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have the power to indemnify such person against the same liability under Sections 7-109-102, 7-109-103, or 7-109-107 of the CBCA.

15. Forum for Adjudication of Disputes. Unless the Corporation consents in writing to the selection of an alternative forum, the United States District Court for the District Court of Colorado, if available, and if not, the District Court of Denver County, Colorado, shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of, or purportedly on behalf of, the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's shareholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the CBCA, these Articles, or the Bylaws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, in each such case subject to said Court having personal jurisdiction over the indispensable parties named as defendants therein. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 15.

16. Amendment or Repeal. Neither the amendment nor repeal of Section 12 or 13 of these Articles, nor the adoption of any provision of these Articles or the Bylaws, nor, to the fullest extent permitted by Colorado law, any modification of law, shall eliminate, reduce or otherwise adversely affect any right or protection of any Person granted pursuant to Section 12 or 13 of these Articles, existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

17. Severability. If any provision or provisions of these Articles shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Articles shall not in any way be affected or impaired thereby.