

**MEMORANDUM OF ASSOCIATION
OF
Lido Labs BORG Foundation**

A foundation company limited by guarantee without any share capital

Registered Office:

c/o [insert name and address of RO service provider]

**MEMORANDUM OF ASSOCIATION
OF
Lido Labs BORG Foundation**

A foundation company limited by guarantee without any share capital

1. The name of the foundation company is Lido Labs BORG Foundation (the "**Foundation Company**").
2. The Foundation Company shall at all times have and maintain a registered office in the Cayman Islands. The registered office of the Foundation Company will be situated at the offices of [insert], or, at the offices of its secretary for the time being.
3. The Foundation Company's initial secretary shall be [insert name] of [insert address] or such other qualified person (as defined in the Foundation Companies Act) as the directors may at any time decide.
4. The Foundation Company is a company within the meaning of the Companies Act (as amended) and a foundation company within the meaning of the Foundation Companies Act.
5. The objects for which the Foundation Company is established are restricted to doing all such things as in the opinion of the directors are in accordance with, or in the furtherance of, or which are incidental or conducive to, any or all of the Purposes as such term is defined in the Bylaws from time to time.
6. The Foundation Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by section 27(2) of the Companies Act (as amended).
7. The Foundation Company may not carry on a business for which a licence is required under the Acts of the Cayman Islands unless duly licensed.
8. No portion of the income or property of the Foundation Company from whatever place or source shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of distribution of profit to the members, directors, supervisors or emergency supervisors of the Foundation Company, as such, apart from authorised remuneration for services to the Foundation Company.
9. The liability of the members is limited to the undertaking as set out in clause 11.
10. The Foundation Company may cease to have members.
11. Each person who is a member undertakes to contribute to the assets of the Foundation Company in the event of the Foundation Company being wound up during the time that the person is a member, or within one year afterwards, for payment of the debts and liabilities of the Foundation Company contracted before the time at which the person ceases to be a member, and the cost, charges and expenses of the winding-up of the Foundation Company,

and for the adjustments of the rights of the contributories amongst themselves, such amounts as may be required, not exceeding the sum of one United States dollar (US\$1.00).

12. If on the winding-up or dissolution of the Foundation Company there remain surplus assets after the satisfaction of its debts and liabilities the same shall be paid or transferred as shall be decided by Community Module Approval, which may include another foundation company or similar entity governed by Community Module Approval.
13. This memorandum and the articles of association may be altered by the directors by directors' resolution or by Community Module Approval (or to the extent required by law, by Special Resolution), except that neither clause 8 nor clause 12 of this memorandum may be altered in any way such that distributions of assets from the Foundation Company are, or will be, made for the benefit of the members or future members of the Foundation Company.
14. Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association.
15. Dated this [#] day of [Month] 2025.

**NAME, ADDRESS AND DESCRIPTION
OF SUBSCRIBER**

[Registered Office Provider], [Address]

[Cayman Signatory]
as Authorised Signatory of [Registered Office
Provider]

Dated: [Date]

Signature of Witness

Name: [Name]

Address: [Insert]

Occupation: [Insert]

**ARTICLES OF ASSOCIATION
OF
Lido Labs BORG Foundation**

A foundation company limited by guarantee without any share capital

Registered Office:

c/o [insert name and address of RO service provider]

**ARTICLES OF ASSOCIATION
OF
Lido Labs BORG Foundation**

A foundation company limited by guarantee

1. INTERPRETATION

1.1. In **these** Articles, unless the context requires otherwise:

"Acts" means the Foundation Companies Act, the Companies Act applicable to foundation companies, and every statutory modification or re-enactment of them;

"Adverse Event" has the meaning given in the Bylaws;

"Articles" means these articles of association of the Foundation Company dated the date hereof;

"Bylaws" means the bylaws of the Foundation Company dated on or around the date hereof (and as may be amended or revised from time to time);

"Votable Community Tokens" has the meaning given in the Bylaws;

"Community Module Approval" has the meaning given in the Bylaws;

"Community Token" has the meaning given in the Bylaws;

"Companies Act" means the Companies Act (as amended) of the Cayman Islands;

"Foundation Companies Act" means the Foundation Companies Act (as amended) of the Cayman Islands;

"Memorandum of Association" means the memorandum of association of the Foundation Company, as amended and substituted from time to time;

"Ordinary Resolution" means a resolution passed at a general meeting of the Foundation Company by a simple majority of votes cast or by a written resolution in writing under Article 9.8;

"Special Resolution" means a resolution passed at a general meeting of the Foundation Company by not less than a two-thirds majority of votes cast or by a resolution in writing under Article 9.8;

"written" and **"in writing"** include all modes of representing or reproducing words in visible form.

1.2. Except as provided above, words and expressions defined or used in the Acts have the same meaning in these Articles.

2. PRELIMINARY

2.1. The business of the Foundation Company may be commenced immediately upon

registration pursuant to the Acts.

- 2.2. The Foundation Company may ratify any contract or other transaction entered into in its name or on its behalf prior to registration.
- 2.3. The preliminary expenses of incorporating the Foundation Company shall be paid by the Foundation Company, including any expenses concerning any contract or transaction ratified under Article 2.2.

3. BYLAWS

- 3.1. The directors by directors' resolution may adopt initial Bylaws that are not inconsistent with the Acts or the Memorandum of Association and these Articles which form shall be in substantially the form presented to the Community for Community Module Approval on or around the date hereof.
- 3.2. The Bylaws may relate to any aspect of the business or affairs of the Foundation Company, or any of the duties or powers of the directors or their delegates, or others who have duties or powers under these Articles including the manner of achieving the Foundation Company's objects, the investment, management and protection of the Foundation Company's assets, the remuneration of directors and their delegates, the delegation of the directors' duties and powers, the supervision of the management of the Foundation Company, and the appointment of advisers and other service- providers.
- 3.3. The Bylaws may be varied or revoked by the directors by directors' resolution subject, as applicable, to Article 3 and Article 5 of the Bylaws, which set out matters that also require prior Community Module Approval.
- 3.4. If any provision of the Bylaws shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of the Bylaws, but the legality, validity and enforceability of the remainder of the Bylaws shall not be affected.
- 3.5. The adoption or variation of the Bylaws shall not render any director or other person liable for prior conduct.
- 3.6. No third party dealing in good faith with the Foundation Company need be concerned with the Bylaws or their observance.

4. MEMBERS

- 4.1. The subscriber to the Memorandum of Association was the first member of the Foundation Company (the "**Initial Member**").
- 4.2. The Initial Member's membership of the Foundation Company terminated when the Initial Member resigned as a member by notice to the Foundation Company.
- 4.3. It is not a condition of these Articles that the Foundation Company continues to have one

or more members.

4.4. There shall be no subsequent admission of members.

5. DIRECTORS AND OFFICERS

5.1. The Foundation Company shall at all times have at least one director.

5.2. The first director(s) may be appointed by the subscriber(s) to the Memorandum of Association.

5.3. The directors together with the holders of voting power of the Votable Community Tokens have the power, exercisable by directors' resolution and Community Module Approval (as applicable), to appoint directors. The directors have the power, exercisable by notice addressed to the relevant director at the relevant director's last known address and signed by all of their co-directors (not being less than two in number), to remove directors. The holders of voting power of the Votable Community Tokens have the power, exercisable by Community Module Approval, to remove directors. The emergency supervisor has the power, exercisable by notice to the Foundation Company, to:

- (a) appoint directors (i) where such emergency supervisors have themselves been appointed by the holders of voting power of the Votable Community Tokens to handle an Adverse Event; and (ii) to fill a vacancy when the Board would otherwise be fully vacant, in each case, in accordance with Article 2.6.1.1(a) of the Bylaws; and
- (b) to remove directors that have committed or knowingly assisted in the commission or furtherance of an Adverse Event in accordance with Articles 2.6.1.1(b).

5.4. A person ceases to be a director if removed under the foregoing provisions or:

- (a) if the person dies or becomes bankrupt or, being a corporation, enters into winding-up or is dissolved; or
- (b) if the person resigns as a director by notice to the remaining directors of the Foundation Company in accordance with the Bylaws.

5.5. Subject to these Articles and the Bylaws, the business and affairs of the Foundation Company shall be managed by or under the control of the directors, who may exercise all the powers of the Foundation Company other than those that are required by these Articles or the Bylaws to be exercised by the holders of voting power of the Votable Community Tokens Approval, the supervisors, the emergency supervisors or others.

5.6. The directors may from time to time appoint any persons as officers of the Foundation Company to manage the day-to-day affairs of the Foundation Company (any such person being an "Officer"). Each Officer shall have all and only the powers that are expressly delegated to such Officer by directors' resolution; provided, however, that the directors shall not delegate any Non-Delegable Powers (as defined in the Bylaws) to the Officers and the Officers must remain under the supervision and authority of the directors

and shall not, without express written authorization of the directors for the particular transaction: (i) be entitled to any action with respect to the Non-Delegable Powers; or (ii) act in lieu of or exercise any right or perform any duty properly belonging to any of the Labs Multisigs (as defined in the Bylaws). The purpose of each Officer is to exercise the powers delegated to them and otherwise carry out the instructions of the directors for such period and subject to such conditions as set out in the directors' resolution.

- 5.7. The directors may from time to time provide for the management of the affairs of the Foundation Company in such manner as they shall think fit and the provisions contained in the three next following articles shall not limit the general powers conferred by this article.
- 5.8. The directors from time to time and at any time may establish any committees, for managing any of the affairs of the Foundation Company and may appoint any person to be a member of any such committees and may fix the remuneration of any such person. Any committee so formed shall in the exercise of the powers so delegated pursuant to Article 5.9 conform to any regulations that may be imposed on it by the written consent of a majority of the directors.
- 5.9. The directors from time to time and at any time may delegate to any such committee, any of the powers, authorities and discretions for the time being vested in the directors, except any Non-Delegable Powers (as defined in the Bylaws), and may authorise the members for the time being of any such committee to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the directors may think fit and the directors may at any time remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- 5.10. The directors shall observe these Articles and the Bylaws, and shall at all times act in the interests of the Foundation Company and its Purposes (as defined in the Bylaws).
- 5.11. The directors shall give to the supervisor(s), the emergency supervisor (or the persons who have the right to attend the general meeting) such reports, accounts, information and explanations concerning the business and affairs of the Foundation Company, and the discharge of the directors' duties and the exercise of their powers, as may be required by:
 - (a) notice from the supervisor(s) or the emergency supervisor; or
 - (b) an Ordinary Resolution of the Foundation Company.
- 5.12. The duties of the directors are owed to the Foundation Company only.
- 5.13. Directors' remuneration shall be at such rates and on such terms as may be agreed by the Directors.
- 5.14. A director who is in any way, whether directly or indirectly, interested in a contract or

proposed contract with the Foundation Company (the “**Interested Director**”) shall declare the nature of his interest at a meeting of the directors. A general notice given to the directors by any director to the effect that he is to be regarded as interested in any contract or other arrangement which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made. An Interested Director may not vote in respect of any contract or proposed contract or arrangement that he may be interested therein and if he does so his vote shall not be counted. The Interested Director may be counted in the quorum at any meeting of the directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

5.15. A director may hold any other office or place of profit under the Foundation Company (other than the office of auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the directors may determine and no director or intending director shall be disqualified by his office from contracting with the Foundation Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Foundation Company in which any director is in any way interested, be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the Foundation Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established. Such director may not vote in respect of such appointment or arrangement and if he does so his vote shall not be counted however such director, notwithstanding his interest, may be counted in the quorum present at any meeting of the directors whereat he or any other director is appointed to hold any such office or place of profit under the Foundation Company or whereat the terms of any such appointment are arranged but he may not vote on any such appointment or arrangement.

5.16. Any director may act by himself or his firm in a professional capacity for the Foundation Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director; provided that nothing herein contained shall authorise a director or his firm to act as auditor to the Foundation Company.

6. SUPERVISORS

6.1. The first supervisor of the Foundation Company may be appointed by the subscriber(s) to the Memorandum of Association.

6.2. During the six-month period starting from the date of the Foundation Company's incorporation, the directors have the power exercisable by directors' resolution, to appoint supervisors to supervise the management of the Foundation Company. From and after the end of such six-month period:

- (a) the directors have the power, exercisable by directors' resolution, to appoint supervisors to supervise the management of the Foundation Company; and
- (b) the holders of voting power of the Votable Community Tokens have the power,

exercisable by Community Module Approval, to appoint supervisors to supervise the management of the Foundation Company.

- 6.3. At any time the holders of voting power of the Votable Community Tokens have the power, exercisable by Community Module Approval, to appoint an emergency supervisor to supervise the management of the Foundation Company if there has been an Adverse Event in accordance with in accordance with Article 2.6.2 of the Bylaws.
- 6.4. The directors have the power exercisable by directors' resolution, to remove supervisors. The holders of voting power of the Votable Community Tokens have the power, exercisable by Community Module Approval, to remove supervisors. An emergency supervisor appointed by the holders of voting power of the Votable Community Tokens has the power, exercisable by notice to the Foundation Company, to remove supervisors.
- 6.5. The Community Module Approval or the directors' resolution (as applicable) may:
 - (a) restrict, enlarge or exclude any or all of the voting and other rights or powers of supervisors under these Articles (save in respect of the right to attend and vote at general meetings);
 - (b) impose any supervisory or other duty or disability, grant a related exculpation, and waive conflicting interests or duties;
 - (c) give the supervisor rights to remuneration or indemnity by the Foundation Company; and
 - (d) provide for the termination of the supervisor's appointment at a specified time or in specified circumstances.
- 6.6. A person ceases to be a supervisor:
 - (a) if the person dies or becomes bankrupt or, being a corporation, enters into winding-up or is dissolved;
 - (b) if the person resigns as a supervisor by notice to the Foundation Company in accordance with the Bylaws;
 - (c) if the person becomes a director or acquires any interest or duty that conflicts with any duty of the person as a supervisor, unless authorised by Community Module Approval;
 - (d) as provided in the person's terms of appointment as a supervisor, including any supervisor appointed pursuant to Article 6.2, which shall cease to be a supervisor at the end of the six-month period starting from the date of the Foundation Company's incorporation; or
 - (e) if removed in accordance with these Articles.

6.7. For such time as the Foundation Company has no members, the Foundation Company is required to have at least one supervisor who is able and willing to supervise the management of the Foundation Company. If this requirement is not met and the holders of voting power of the Votable Community Tokens have not appointed (and cannot be reasonably expected to promptly appoint) a supervisor by Community Module Approval in accordance with the Bylaws, the directors shall appoint one or more supervisors, on such terms as they think fit, to make up the shortfall, failing which the directors shall apply to the Court under section 19(2) of the Foundation Companies Act.

6.8. A supervisor:

- (a) may require access during normal working hours to the files, books, accounts and records of the Foundation Company;
- (b) may by notice to the Foundation Company call for such reports, accounts, information and explanations from the directors as to the administration of the Foundation Company as are described in the notice;
- (c) has the right to receive notice of, and attend and vote at, general meetings; and
- (d) shall observe these Articles and the Bylaws.

6.9. The powers granted to a supervisor under these Articles may only be exercised in the interests of the Foundation Company and its objects.

6.10. Any duties of a supervisor are owed to the Foundation Company only.

6.11. The remuneration of the supervisor shall be at such rate and on such terms as set out in the Bylaws.

7. BENEFICIARIES

7.1. The Foundation Company shall not have any person(s) designated as beneficiaries.

8. SECRETARY

8.1. The first secretary is [insert name].

8.2. The directors have the power, exercisable by directors' resolution, to appoint or remove the secretary or any assistant secretary provided always that there shall at all times be a qualified person as defined under the Foundation Companies Act appointed as the secretary and no secretary shall cease to hold office until a qualified person has been appointed in the secretary's place and the Registrar has been notified.

8.3. The remuneration of the secretary shall be at such rate and on such terms as agreed in writing by the directors.

8.4. The secretary shall at all times comply with the requirements of regulatory laws as defined in section 2 of the Companies Act and shall be entitled to receive from the Foundation Company and any interested person such information as the secretary may reasonably require for such compliance.

8.5. Section 16 of the Foundation Companies Act shall be observed.

9. GENERAL MEETINGS

9.1. The Foundation Company shall hold a general meeting when required to do so in accordance with Article 9.2.

9.2. The secretary shall convene a general meeting of the Foundation Company when required to do so by written requisition of:

- (a) the supervisors;
- (b) the emergency supervisor;
- (c) any person who has the right to attend general meetings; or
- (d) the directors.

9.3. The persons who have the right to receive notice of, and to attend and have one vote each at, general meetings are:

- (a) any members;
- (b) the emergency supervisor; and
- (c) the supervisors.

9.4. General meetings shall be convened by not less than 21 days' notice (exclusive of the day notice was served) to everyone entitled to attend, unless all persons entitled to attend agree to short notice (or no notice). The notice shall state the place, day and hour of the meeting and the general nature of the business to be transacted.

9.5. The accidental omission to give notice of a general meeting to any person so entitled or the non-receipt of a notice of a meeting shall not invalidate the proceedings at that meeting.

9.6. No business shall be transacted at a general meeting unless a quorum is present in person or by proxy when the meeting proceeds to business. The quorum is a majority of the persons entitled to attend and vote.

9.7. At any general meeting of the Foundation Company, unless the Foundation Companies Act or these Articles otherwise provide, every motion proposed shall be decided by

Ordinary Resolution of those present in person or by proxy and entitled to vote.

- 9.8. A resolution in writing signed by all persons for the time being entitled to vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Foundation Company duly convened and held.
- 9.9. A general meeting may be held, and any person may participate in a meeting, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting are capable of hearing each other, and such participation shall be deemed to constitute presence in person at the meeting.

10. PROXIES

- 10.1. Any person entitled to attend and vote at a general meeting of the Foundation Company may by written instrument under hand, or if the appointor is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised, appoint a proxy to represent at the general meeting of the Foundation Company.
- 10.2. The instrument appointing a proxy may be in any usual or common form or as otherwise acceptable to the chairperson of the meeting for which the instrument is first presented.

11. DIRECTORS MEETINGS

- 11.1. The directors may meet together (either within or outside the Cayman Islands) for the despatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A director may, and a secretary or assistant secretary on the requisition of a director shall, at any time summon a meeting of the directors.
- 11.2. The directors may elect a chairperson of their meetings and determine the period for which such chairperson is to hold office but if no such chairperson is elected, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairperson of the meeting.
- 11.3. A director may participate in any meeting of the directors, or of any committee appointed by the directors of which such director is a member, by means of telephone, internet conference or other similar communication equipment by way of which all persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.
- 11.4. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed, if there be two or more directors the quorum shall be two, and if there be one director the quorum shall be one. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. A meeting at which a quorum is initially present may continue to transact

business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

11.5. A resolution in writing signed by all the directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened. When signed a resolution may consist of several documents each signed by one or more of the directors or their duly appointed alternate.

11.6. Whenever notice is required to be given under applicable law, a written waiver thereof, signed by the director entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a director at a directors meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the directors meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Directors, need be specified in any written waiver of notice.

12. ACCOUNTS

12.1. The directors shall cause proper books of account to be kept for:

- (a) all funds received, expended or distributed by the Foundation Company and the matters in respect of which the receipt or expenditure takes place; and
- (b) the assets and liabilities of the Foundation Company,

12.2. and proper books of account shall not be deemed to be kept if there are not kept such books as are necessary to give a true and fair view of the state of the Foundation Company's affairs and to explain its transactions. Such books shall be kept at the registered office or such other place as may be determined by the directors of the Foundation Company.

12.3. The books of account shall be open at any time in ordinary business hours to inspection by a supervisor or by an emergency supervisor, and any other person to whom a right of access has been granted pursuant to these Articles.

12.4. By notice to the Foundation Company a supervisor, an emergency supervisor or the holders of voting power of the Votable Community Tokens by Community Module Approval may call for such reports, accounts, information and explanations from the directors as to the administration of the Foundation Company as are described in the notice.

13. FINANCIAL YEAR END

13.1. The financial year of the Foundation Company shall end on 31 December of each year or such other date as the directors may determine.

14. AUDITORS

- 14.1. The Foundation Company may by directors' resolution at any time appoint or replace an auditor or auditors of the Foundation Company. The remuneration of an auditor shall be fixed by the directors.
- 14.2. Every auditor shall have a right of access at all times in ordinary business hours to the books of account of the Foundation Company and shall be entitled to require from the directors and officers of the Foundation Company such information and explanation, and access to vouchers and other documents, as the auditor considers necessary for the performance of the auditor's duties.

15. WINDING-UP

- 15.1. The Foundation Company shall be wound-up if the directors pass a resolution declaring that it is to be wound-up and such wind up is approved by Community Module Approval.
- 15.2. Following the directors' resolution approving the winding up and the Community Module Approval described in Article 15.1, the Board (or any member thereof) will deliver a notice to the Foundation Company at its registered office declaring that the Foundation Company is to be wound-up. The person designated in the notice shall be the liquidator, or if no liquidator is so appointed, then the directors or such person as they shall appoint shall be the liquidator. Following the receipt of such notice, the Foundation Company shall be wound-up in accordance with the provisions of the Companies Act.
- 15.3. Surplus assets shall be distributed in accordance with clause 12 of the Memorandum of Association. In no event may any surplus assets of the Foundation Company be distributed to any of the members, directors, supervisors or emergency supervisors.
- 15.4. Members and supervisors as such have no power or authority to wind-up the Foundation Company or petition the Court to wind-up the Foundation Company, except:
- (a) in the case of insolvency;
 - (b) for the purposes of a bona fide reorganisation intended to enable the Foundation Company to carry out its objects more efficiently; or
 - (c) where the Foundation Company has no present Community Token holders.

16. INDEMNITY

- 16.1. To the fullest extent permitted by law, and subject to the terms and limitations set forth in the indemnification provisions of the contracts entered into with the Foundation Company, the directors, supervisors, the emergency supervisor, secretary and other officers of the Foundation Company shall not be liable for and shall be indemnified out of the Ops Fund (as defined in the Bylaws) from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them would

otherwise be liable for or shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duties in their respective offices, except such as they shall incur or sustain by or through their dishonesty, wilful default or fraud.

17. ALTERATION OF ARTICLES

17.1. Subject to provisions of the Memorandum of Association and Articles restricting alterations, in particular Article 17.2, these Articles may be altered by approval of the directors by directors' resolution or by Community Module Approval (or to the extent required by law, by Special Resolution).

17.2. Without limiting or waiving any other approval that may be required under the Bylaws (including, as applicable, approval of the Board), the Memorandum of Association and/or the Articles shall not be amended so as to modify the rights, powers or duties of the supervisor without the prior written consent of such supervisor, nor shall either be amended to remove or otherwise adversely alter the rights or powers conferred on the holders of voting power of the Votable Community Tokens unless such amendment has been approved by Community Module Approval.

**NAME, ADDRESS AND DESCRIPTION OF
SUBSCRIBER**

[Registered Office Provider], [Address]

[Cayman Signatory]
as Authorised Signatory for and on behalf of [Registered
Office Provider]

Dated: [Date]

Signature of Witness

Name: [Name]

Address [Insert]

Occupation [Insert]

: