

**ZEUS ELECTRIC CHASSIS, INC.
SUBSCRIPTION AGREEMENT
(Including investment representations)**

**IMPORTANT:
This document contains significant representations.
Please read carefully before signing.**

Zeus Electric Chassis, Inc.
Attn: Wayne J. Kugel
2320 Leibel Street
White Bear Lake, MN 55110
wayne.kugel@zeuselectricchassis.com

Ladies and Gentlemen:

I commit and subscribe to purchase from Zeus Electric Chassis, Inc., a Delaware corporation (the “Company”) a Crowd-funding Simple Agreement for Future Equity (“REG-CF SAFE”) in the dollar amount set forth below and upon the terms and conditions set forth herein.

I understand that this Subscription Agreement is conditioned upon Company’s acceptance of subscriptions. If this Subscription Agreement has been accepted, the REG-CF SAFE subscribed to hereby shall be issued to me in the form of REG-CF SAFE attached to the Form C (as that term is defined herein).

With respect to such commitment and subscription to purchase, I hereby represent and warrant to the Company, that:

1. Residence.

I am a bona fide resident of (or, if an entity, the entity is organized or incorporated under the laws of, and is domiciled in) the state identified on my signature page.

2. Subscription.

- a. I hereby subscribe to purchase a REG-CF SAFE in the dollar amount set forth below, representing the purchase price for the REG-CF SAFE subscribed.

Dollar Amount of REG-CF SAFE \$2,000⁽¹⁾

⁽¹⁾ A minimum purchase of \$2,000 is required per investor. Amounts may be subscribed for in \$500 increments above such minimums.

- b. I have funded my purchase in an amount equal to the dollar amount of REG-CF SAFE set forth in Section 2.a. above via the process provided on the Company’s offering portal platform provided by Silicon Prairie Holdings, Inc. (the “Intermediary”).
- c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part. I understand that, should this subscription be accepted only in part, my total purchase price and the dollar amount of the REG-CF SAFE to be issued to me shall be reduced to reflect such partial acceptance.

3. Representations of Investor.

In connection with the sale of the REG-CF SAFE to me, I hereby acknowledge and represent to the Company as follows:

- a. I hereby acknowledge receipt of a copy of the Form C, and all exhibits and appendices thereto, filed by the Company with the U.S. Securities and Exchange Commission on June 14, 2021 (as such Form C may be amended, updated or supplemented from time to time, the "Form C") relating to the Company's offering of REG-CF SAFEs pursuant to Section 4(a)(6) of the Securities Act of 1933, as amended (the "Securities Act"), as well as a copy of the form of REG-CF SAFE attached thereto. I hereby specifically accept and adopt each and every provision of the REG-CF SAFE and agreed to be bound thereby.
- b. I have carefully read the Form C, including the section thereof titled "Risks Factors," and have carefully reviewed the information and documents contained therein and attached thereto. I understand that the information and documents contained in and attached to the Form C are important to a review and understanding of the Company's offering of REG-CF SAFEs. I have relied solely upon the Form C and investigations made by me or my representatives in making the decision to purchase a REG-CF SAFE. No statement, printed material or inducement has been given or made by any person associated with the offering of the REG-CF SAFEs which was contrary to the information in the Form C.
- c. I have been given access to full and complete information regarding the Company (including the opportunity to meet with members of management of the Company, and review all of the documents described in the Form C and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Form C.
- d. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in a REG-CF SAFE, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative who has such knowledge and experience in financial or business matters who it is capable of evaluating the merits and risks of the investment in a REG-CF SAFE in connection with my decision to purchase a REG-CF SAFE).
- e. I understand that an investment in the REG-CF SAFE is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the REG-CF SAFE. I can bear the economic risk of an investment in the REG-CF SAFE for an indefinite period of time and can afford a complete loss of such investment.
- f. I understand that there will be no market for the REG-CF SAFE or any shares of capital stock of the Company issuable upon conversion of the REG-CF SAFE (the REG-CF SAFE and any such shares of capital stock, the "Securities"), that there are significant restrictions on the transferability of the Securities and that for these and other reasons, I may not be able to liquidate an investment in the Securities for an indefinite period of time.
- g. I have been advised that the REG-CF SAFE has not been registered under the Securities Act or under applicable state securities laws (the "State Laws") and is offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company's reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- h. I understand that, except as outlined in the Form C or as permitted by applicable law, I am not entitled to cancel, terminate or revoke this subscription or any agreements hereunder and that this subscription and any such agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.

4. Investment Intent; Restrictions on Transfer of Securities.

- a. I understand that (i) there will be no market for the Securities, (ii) the purchase of the Securities is a long-term investment, (iii) the transferability of the Securities is restricted, (iv) the Securities may be sold or otherwise transferred by me only as permitted by Rule 501 of Regulation Crowdfunding under the Securities Act or pursuant to registration under the Securities Act and/or applicable State Laws or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register any of the Securities.

- b. I represent and warrant that I am purchasing the REG-CF SAFE for my own account, for long-term investment and without the intention of reselling or redistributing any of the Securities. The REG-CF SAFE is being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Securities. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Securities in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Securities and for which any of the Securities were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of any of the Securities by me (i) will, unless otherwise specifically permitted, require the prior written consent of the Company and compliance with all other applicable transfer restrictions contained in REG-CF SAFE or such other agreements as may be applicable to the Securities from time to time, (ii) will require conformity with the restrictions contained in this Section 4, the Form C, the REG-CF SAFE and such other agreements as may be applicable to the Securities from time to time, and (iii) may be further restricted by a legend placed on any certificate(s) or other instrument representing the Securities containing substantially the following language:

“This instrument has been issued pursuant to Section 4(a)(6) of the Securities Act of 1933, as amended (the “Securities Act”), and neither this instrument nor any securities issuable pursuant hereto have been registered under the Securities Act or the securities laws of any state. These securities may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted by Rule 501 of Regulation Crowdfunding under the Securities Act and applicable state securities laws or pursuant to an effective registration statement or an exemption therefrom.”

- e. I understand that, in addition to the restrictions set forth above, the Company may impose additional restrictions on transfer of the Securities and may place additional legends on any certificate(s) or other instrument(s) representing the Securities if deemed reasonably necessary by the Company for purposes of compliance by the Company with claimed exemptions under the Securities Act or applicable State Laws or foreign laws, including, but not limited to, restricting transfers of Securities to residents of a particular state for a defined period.

5. Additional Representations of Investor.

In connection with the sale of the REG-CF SAFE to me, I further represent and warrant to the Company as follows:

- a. Individual Investor Only: I am of legal age in my state of residence and have legal capacity to execute, deliver and perform my obligations under this Subscription Agreement and the REG-CF SAFE. The Subscription Agreement and the REG-CF SAFE are my legal, valid and binding obligations, enforceable against me in accordance with their respective terms.
- b. Entity Investor Only: The undersigned is duly organized, formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation. The undersigned has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the REG-CF SAFE and to subscribe for and purchase the REG-CF SAFE subscribed hereunder. The undersigned will deliver all documentation with respect to its formation, governance and authorization to purchase the REG-CF SAFE as may be requested by the Company. Execution, delivery and performance of this Subscription Agreement and the REG-CF SAFE by the undersigned have been authorized by all necessary corporate, limited liability company or other action on its behalf, and the Subscription Agreement and the REG-CF SAFE are its legal, valid and binding obligations, enforceable against the undersigned in accordance with their respective terms.
- c. I desire to invest in the REG-CF SAFE for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any law or regulation. The funds to be used to invest in the REG-CF SAFE are derived

from legitimate and legal sources, and neither such funds nor any investment in the REG-CF SAFE (or any proceeds thereof) will be used by me or by any person associated with me to finance any terrorist or other illegitimate, illegal or criminal activity. I acknowledge that, due to anti-money laundering regulations, the Company may require further documentation verifying my identity and the source of funds used to purchase the REG-CF SAFE.

If the undersigned is an entity: The undersigned has in place, and shall maintain, an appropriate anti-money laundering program that complies in all material respects with all applicable laws, rules and regulations (including, without limitation, the USA PATRIOT ACT of 2001) and that is designed to detect and report any activity that raises suspicion of money laundering activities. The undersigned have obtained all appropriate and necessary background information regarding its officers, directors and beneficial owners to enable the undersigned to comply with all applicable laws, rules and regulations respecting anti-money laundering activities.

- d. I did not derive any payment to the Company from, or related to, any activity that is deemed criminal under United States law.
- e. I understand that the Company is relying on the accuracy of the statements contained in this Subscription Agreement in connection with the sale of the REG-CF SAFE to me, and the REG-CF SAFE would not be sold to me if any part of this Subscription Agreement were untrue. The Company may rely on the accuracy of this Subscription Agreement in connection with any matter relating to the offer or sale of the REG-CF SAFE.
- f. If any statement contained in this Subscription Agreement becomes, for any reason, inaccurate, I shall immediately notify the Company and I understand and acknowledge that the continued accuracy of the statements contained in this Subscription Agreement are of the essence to the Company's sale of the REG-CF SAFE to me.
- g. I acknowledge and agree that any approval or consent of a REG-CF SAFE holder required under the REG-CF SAFE may be provided by a signature page delivered or provided electronically, whether by e-signature, facsimile, DocuSign, electronic mail in portable delivery format or other similar means. I further acknowledge that the Company may rely on the contact information I have provided in this Subscription Agreement, including for purposes of confirming that information has been delivered to me or that responses received from me are in fact from me.

6. Investor Qualifications.

In the process of submitting my pledge to subscribe for REG-CF SAFE through the Intermediary, I completed an investor profile pursuant to which I provided certain information regarding myself and my desire to invest in the REG-CF SAFE. I hereby represent and warrant to the Company and the Intermediary that any and all such information provided to the Intermediary, including, but not limited to, information regarding my status as an accredited or non-accredited investor, my financial situation, income, net worth and/or assets, my prior investment history and my experience in investing in private placements of securities of this nature, including through offerings of securities in crowdfunding offerings under Rule 4(a)(6) of the Securities Act, is true, complete and accurate in all respects as of the effective date of this Subscription Agreement. I understand and acknowledge that the Company and the Intermediary are relying on the accuracy of the information provided to the Company and the Intermediary in connection with the sale of this REG-CF SAFE to me, and the REG-CF SAFE would not be sold to me if any part of such information were untrue. I hereby agree that the Company and the Intermediary may rely on the accuracy of such information in connection with any matter relating to the offer or sale of the REG-CF SAFE to me.

7. Regulation Crowdfunding and “Bad Actor” Compliance.

I hereby represent that none of the “bad actor” disqualifying events described in Rule 503 of Regulation Crowdfunding promulgated under the Securities Act (a “Disqualification Event”) is applicable to me or any of my Rule 503 Related Parties. For purposes of this Agreement, “Rule 503 Related Party” shall mean with respect to any person, any other person that is a beneficial owner of such first person’s securities for purposes of Rule 503 of Regulation Crowdfunding. I agree that, if I own twenty percent (20%) or more of the Company’s outstanding shares of capital stock at any time, I will complete, and cause any of my directors, officers, managers, partners or owners who is a beneficial owner of twenty percent (20%) or more of the Company’s outstanding shares of capital stock to complete, a “Disqualification Event Questionnaire” containing representations as to potential Disqualification Events, and such questionnaire shall constitute a representation and warranty by me under this Subscription Agreement. I will immediately notify the Company in writing if I become subject to a Disqualification Event at any date after I complete a Disqualification Event Questionnaire. If I become subject to a Disqualification Event at any date after the date that I complete a Disqualification Event Questionnaire, I agree and covenant to use my best efforts to coordinate with the Company (i) to provide documentation as reasonably requested by the Company related to any such Disqualification Event and (ii) to remedy such Disqualification Event such that the Disqualification Event will not affect in any way the Company’s or its affiliates’ ongoing and/or future reliance on the exemptions available under Regulation Crowdfunding promulgated under the Securities Act.

Miscellaneous.

- a. I agree to furnish any additional information that the Company or its counsel deem necessary to verify the responses set forth above.
- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the REG-CF SAFE. I further agree to indemnify and hold harmless the Company, and each current and future officer, director, employee, stockholder and agent of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with Delaware law, without regard to Delaware’s choice of laws provisions.

SUBSCRIBER SIGNATURE PAGE FOR INDIVIDUALS

Dated: _____

Dated: _____

Signature

Signature of Second Individual, if applicable

Name (Typed or Printed)

Name (Typed or Printed)

Social Security Number

Social Security Number

Telephone Number

Telephone Number

Residence Street Address

Residence Street Address

City, State & Zip Code

City, State & Zip Code

Mailing Address
(Only if different from residence address)

Mailing Address
(Only if different from residence address)

City, State & Zip Code

City, State & Zip Code

Email address

Email address

Individual Subscriber Type of Ownership:

The REG-CF SAFE subscribed for are to be registered in the following form of ownership:

- Individual Ownership
- Joint Tenants with Right of Survivorship (**Note:** If this type of ownership is selected, information and signature of second individual are required to be provided above). Briefly describe the relationship between the parties (e.g., married).
- Tenants in Common (**Note:** If this type of ownership is selected, information and signature of second individual are required to be provided above). Briefly describe the relationship between the parties (e.g., married).

SIGNATURE PAGE FOR TRUSTS AND ENTITIES

Dated: _____

Name of Entity (Typed or Printed)

Telephone Number

Signature of Authorized Person

Entity's Tax Identification Number

Name & Title (Typed or Printed) of Signatory

Contact Person (if different from Signatory)

Principal Executive Office Address

Mailing Address
(If different from principal executive office)

City, State & Zip Code

City, State & Zip Code

Email address

Email address

Entity Subscriber Type of Ownership:

The REG-CF SAFE subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority)
- IRA Trust Account
- Other (Describe)

ACCEPTANCE

This Subscription Agreement is accepted by Zeus Electric Chassis, Inc. on xx/xx/xx.

As to a REG-CF SAFE in the dollar amount set forth in Item 2.a.

ZEUS ELECTRIC CHASSIS, INC.

By:

Name: Wayne J. Kugel

Its: Chief Executive Officer

THIS REG-CF SAFE AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS REG-CF SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

IF THE INVESTOR LIVES OUTSIDE OF THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE OF THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN PURCHASER.

ZEUS ELECTRIC CHASSIS, INC.

REG-CF SAFE (Crowdfunding Simple Agreement for Future Equity)

Investment Amount:
USD \$2,000

Date of Issuance:
xx/xx/xx

THIS CROWDFUNDING SIMPLE AGREEMENT FOR FUTURE EQUITY is issued by Zeus Electric Chassis, Inc., a Delaware corporation (the “**Company**”), to _____ (the “**Investor**”) in exchange for the Investor’s payment of the investment amount set forth above (the “**Investment Amount**”).

This REG-CF SAFE is one of a series of Crowdfunding Simple Agreements for Future Equity (collectively, the “Series 2021 REG-CF SAFEs”) issued by the Company to investors with identical terms and on the same form as set forth herein (except that the holder, investment amount and date of issuance may differ in each Series 2021 REG-CF SAFE and the terms of the Series 2021 REG-CF SAFEs may otherwise vary as provided herein).

1. Treatment in Connection with Next Equity Financing; Liquidity Event

(a) Next Equity Financing

- (i) If there is a Next Equity Financing prior to any Liquidity Event or the earlier termination of this REG-CF SAFE, concurrent with the initial closing of such Next Equity Financing, this REG-CF SAFE will automatically convert into a number of shares of the CF Shadow Series of the Preferred Stock sold in the Next Equity Financing equal to the Investment Amount divided by the Conversion Price.
- (ii) If the Investor fails to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary to effect the conversion of this REG-CF SAFE, as contemplated in this Section 1(a), within 10 calendar days of receipt of notice (whether actual or constructive) from the Company of the closing of the Next Equity Financing and the conversion of this REG-CF SAFE, then the Investor shall only be eligible to receive a cash payment equal to the Investment Amount (or a lesser amount as described below), and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws. If there are not enough funds to pay the Investor and holders of other Series 2021 REG-CF SAFEs that failed to act as required herein (collectively, the “**Cash-Default Investors**”) in full, then all of the Company’s available funds will be allocated with equal priority and pro rata among the Cash-Default Investors to claim in proportion to their Investment Amounts.

(b) Liquidity Event

If there is a Liquidity Event before the termination of this REG-CF SAFE, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(c) below) to receive a portion of Proceeds, due and payable to the

Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the Investment Amount (the “**Cash-Out Amount**”) or (ii) the amount payable on the number of shares of Common Stock equal to the Investment Amount divided by the Liquidity Price (the “**Conversion Amount**”).

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor 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 such Investor and (B) is applied in the same manner and on a pro rata basis to all securityholders who have equal priority to the Investor under Section 1(c).

(c) Liquidation Priority

In a Liquidity Event, this REG-CF SAFE is intended to operate like standard non-participating Preferred Stock. The Investor’s right to receive its Cash-Out Amount is:

- (i) 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);
- (ii) On par with payments for other Series 2021 REG-CF SAFEs, other SAFEs and/or Preferred Stock issued by the Company, and if the Proceeds are insufficient to permit full payments to the Investor and such other Series 2021 REG-CF SAFEs, other SAFEs and/or Preferred Stock issued by the Company, the applicable Proceeds will be distributed pro rata to the Investor and the holders of such other Series 2021 REG-CF SAFEs, other SAFEs and/or Preferred Stock issued by the Company in proportion to the full payments that would otherwise be due; and
- (iii) Senior to payments for Common Stock.

The Investor’s right to receive its Conversion Amount is (A) on par with payments for Common Stock and other Series 2021 REG-CF SAFEs, other SAFEs and/or Preferred Stock who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Common Stock basis, and (B) junior to payments described in clause (i) above.

(d) Termination

This REG-CF SAFE will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this REG-CF SAFE) immediately following the earliest to occur of: (i) the issuance to the Investor of the CF Shadow Series of the Preferred Stock issued in the Next Equity Financing pursuant to the automatic conversion of this REG-CF SAFE under Section 1(a) (or such alternative disposition following failure of Investor to execute the applicable transaction documents, as contemplated in Section 1(a)(ii)); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the Common Stock and the Preferred Stock.

“**CF Shadow Series**” shall mean a series of Preferred Stock that is identical in all respects to the “shares of Preferred Stock” issued in a Next Equity Financing, except that:

- (i) CF Shadow Series stockholders will have no voting rights and will not be entitled to vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company;
- (ii) Each of the CF Shadow Series shareholders shall enter into a proxy agreement, in the form attached hereto as Exhibit A, appointing the Intermediary as its irrevocable proxy with respect to any matter to which CF Shadow Series stockholders are entitled to vote by law. Entering into such proxy agreement

is a condition to receiving CF Shadow Series shares and such agreement provides that the Intermediary will vote with the majority of the holders of the relevant class of the Company's Capital Stock on any matters to which the proxy agreement applies; and

- (iii) CF Shadow Series stockholders have no information or inspection rights, except with respect to such rights as may not be waived under applicable law; and
- (iv) should the Company so elect, (a) the per share liquidation preference, if applicable, of the CF Shadow Series may be equal to the Conversion Price of the REG-CF SAFE and (b) the basis for any dividend rights may be based upon the Conversion Price of the REG-CF SAFEs. The Company has no obligation to conduct a Next Equity Financing, or otherwise convert the REG-CF SAFEs.

“Change of Control” means (a) the closing of the sale, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, of all or substantially all of the Company's assets; (b) the consummation of a merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of Capital Stock of the Company immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting securities of the Company or the surviving or acquiring entity immediately following the consummation of such transaction); or (c) the closing of the transfer (whether by merger, consolidation or otherwise), in a single transaction or series of related transactions, to a “person” or “group” (within the meaning of Section 13(d) and Section 14(d) of the Exchange Act), of the Company's Capital Stock if, after such closing, such person or group would become the “beneficial owner” (as defined in Rule 13d 3 under the Exchange Act) of more than fifty percent (50%) of the outstanding voting securities of the Company (or the surviving or acquiring entity). For the avoidance of doubt, (i) a transaction will not constitute a “Change of Control” if its sole purpose is to change the state of the Company's formation or incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction, and (ii) notwithstanding anything in the foregoing to the contrary, the sale of Capital Stock in a bona fide financing transaction will not be deemed a “Change of Control.”

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

“Company Capitalization” means the sum, as of immediately prior to the Next Equity Financing, of: (1) all shares of Capital Stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this REG-CF SAFE, (B) all other Series 2021 REG-CF SAFEs, and (C) convertible promissory notes; and (2) all shares of Common Stock reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Next Equity Financing.

“Conversion Price” means either: (1) the SAFE Price or (2) the Discount Price, whichever calculation results in a greater number of shares of Capital Stock.

“Direct Listing” means the Company'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 Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company's board of directors. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services.

“Discount Price” means the lowest price per share of the Preferred Stock sold in the Next Equity Financing multiplied by the Discount Rate.

“Discount Rate” is 90%.

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

“Intermediary” means Silicon Prairie Capital Partners, LLC, a registered securities crowdfunding portal CRD# 226591, or a qualified successor.

“Liquidity Capitalization” means the number, as of immediately prior to the Change of Control, of shares

of Capital Stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan; (ii) this REG-CF SAFE; (iii) other series of SAFEs; and (iv) convertible promissory notes.

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

“**Liquidity Price**” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“**Next Equity Financing**” means the next sale (or series of related sales) by the Company of its Preferred Stock following the date of issuance of this REG-CF SAFE, in one or more offerings relying on Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder for exemption from the registration requirements of the Securities Act, from which the Company receives gross proceeds of not less than USD\$5,000,000 (excluding, for the avoidance of doubt, the Investment Amount, the aggregate investment amounts of all Series 2021 REG-CF SAFEs, the aggregate investment amounts of any other REG-CF SAFEs issued by the Company and the aggregate principal amount of any convertible promissory notes or other convertible debt issued by the Company).

“**Preferred Stock**” means any class or series of preferred stock of the Company.

“**Proceeds**” means cash and other assets (including without limitation stock consideration) that are proceeds from the Liquidity Event and legally available for distribution.

“**Requisite Investors**” means the holders of at least a majority in interest of the aggregate Investment Amounts of all Series 1 REG-CF SAFEs.

“**SAFE**” means any simple agreement for future equity (or other similar agreement), including a REG-CF SAFE, issued by the Company for bona fide financing purposes and which may convert into Capital Stock in accordance with its terms.

“**SAFE Price**” means the price per share equal to the Valuation Cap divided by the Capitalization.

“**Standard Preferred Stock**” means the shares of a series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Next Equity Financing.

“**Valuation Cap**” means USD\$200,000,000.

3. Company Representations

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this REG-CF SAFE is within the power of the Company and, other than with respect to the actions to be taken when Capital Stock is to be issued to Investor, has been duly authorized by all necessary actions on the part of the Company. This REG-CF SAFE constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this REG-CF SAFE do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation

or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this REG-CF SAFE, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of shares of CF Shadow Series issuable pursuant to Section 1(a).

(e) The Company shall, prior to the conversion of this REG-CF SAFE, reserve from its authorized but unissued shares of Capital Stock for issuance and delivery upon the conversion of this REG-CF SAFE, such number of shares of the Capital Stock as necessary to effect the conversion contemplated by this REG-CF SAFE, and, from time to time, will take all steps necessary to amend its charter to provide sufficient authorized numbers of shares of the Capital Stock issuable upon the conversion of this REG-CF SAFE. All such shares shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.

(f) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**"), (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

4. Investor Representations

(a) The Investor has full legal capacity, power and authority to execute and deliver this REG-CF SAFE and to perform its obligations hereunder. This REG-CF SAFE constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this REG-CF SAFE and any securities to be acquired by the Investor hereunder (the "Securities") have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this REG-CF SAFE nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

(c) The Investor is purchasing this REG-CF SAFE and any Securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.

(d) The Investor acknowledges, and is purchasing this REG-CF SAFE in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this REG-CF SAFE and any underlying Securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this REG-CF SAFE and any underlying Securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this REG-CF SAFE, the Investor is not relying on the advice or recommendations of the Company or of the

Intermediary and the Investor has made its own independent decision that an investment in this REG-CF SAFE and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this REG-CF SAFE and any underlying Securities or made any finding or determination concerning the fairness or advisability of this investment.

(f) The Investor understands and acknowledges that as a REG-CF SAFE investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

(g) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this REG-CF SAFE and any Securities to be acquired by the Investor hereunder.

(h) The Investor is not (i) a citizen or resident of a geographic area in which the purchase or holding of the REG-CF SAFE and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Investor hereby represents and agrees that if Investor's country of residence or other circumstances change such that the above representations are no longer accurate, Investor will immediately notify Company. Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the REG-CF SAFE or any underlying Securities to a party subject to U.S. or other applicable sanctions.

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the REG-CF SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription and the purchase of its beneficial interest in the REG-CF SAFE; (ii) any foreign exchange restrictions applicable to such subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its beneficial interest in the REG-CF SAFE and any underlying Securities. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the REG-CF SAFE (and the Investor's beneficial interest therein) and any underlying Securities.

(j) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this REG-CF SAFE; (ii) the execution, delivery and performance by the Investor of the Agreement is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current charter or bylaws, any material statute, rule or regulation applicable to the Investor; and (iv) the performance the Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Investment Amount.

(k) The Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's Form C and the offering documentation filed with the SEC and available through the Intermediary.

(l) The Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

5. Transfer Restrictions

(a) Market Stand-off Agreement The Investor hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Initial Public Offering and ending on the date specified by the Company and the managing underwriter(s) (such period not to exceed 180

days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions): (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such units or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Capital Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 5(a) will: (x) apply only to the Initial Public Offering and will not apply to the sale of any Capital Stock to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any Capital Stock to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than five percent (5%) of the outstanding Capital Stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the Initial Public Offering are intended third party beneficiaries of this Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the Initial Public Offering that are consistent with this Section 5(a) or that are necessary to give further effect thereto.

To enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Capital Stock or securities of every other person subject to the foregoing restriction) until the end of such period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company (and the Capital Stock or securities of every other person subject to the restriction contained in this Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(b) Further Limitations on Disposition Without in any way limiting the representations and warranties set forth in this REG-CF SAFE, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:

- (i) there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or
- (ii) the Investor has (A) notified the Company of the proposed disposition; (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act.

(c) The Investor agrees not to make any disposition of any of the Securities to the Company's competitors, as determined in good faith by the Company.

(d) The Investor understands and agrees that the Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this REG-CF SAFE and any certificates evidencing the underlying securities, together with any other legends that may be required by federal or state securities laws, the Company's charter or bylaws, and any other agreement between the Investor and the Company or any agreement between the Investor and any third party:

THIS REG-CF SAFE HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

6. Miscellaneous

(a) The Investor agrees to take any and all actions determined in good faith by the Company’s board of directors to be advisable to reorganize this REG-CF SAFE and any shares of Capital Stock issued pursuant to the terms of this REG-CF SAFE into a special purpose vehicle or other entity designed to aggregate the interest of holders of REG-CF SAFES.

(b) Any provision of this REG-CF SAFE may be amended, waived or modified by written consent of the (i) Company and the Investor or (ii) the Company and the Requisite Investors.

(c) Any notice required or permitted by this REG-CF SAFE will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party’s address listed on the signature page, as subsequently modified by written notice.

(d) The Investor is not entitled, as a holder of this REG-CF SAFE, to vote or receive dividends or be deemed a holder of Capital Stock for any purpose other than tax purposes, nor will anything in this REG-CF SAFE be construed to confer on the Investor, as such, any rights of a Company stockholder or rights to vote for the election of directors or on any matter submitted to Company stockholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described herein.

(e) Neither this REG-CF SAFE nor the rights set forth herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this REG-CF SAFE and/or the rights contained herein may be assigned without the Company’s consent by the Investor (i) to the Investor’s estate, heirs, executors, administrators, guardians and/or successors in the event of Investor’s death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and provided, further, that the Company may assign this REG-CF SAFE in whole, without the consent of the Investor, in connection with a reincorporation to change the Company’s domicile.

(f) If any one or more of the provisions of this REG-CF SAFE is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any one or more of the provisions of this REG-CF SAFE operate or would prospectively operate to invalidate this REG-CF SAFE, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this REG-CF SAFE and the remaining provisions of this REG-CF SAFE will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(g) All securities issued under or upon conversion of this REG-CF SAFE may be issued in whole or fractional parts, in the Company’s sole discretion.

(h) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(i) EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS REG-CF SAFE, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF

THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

(j) In no event will any officer or director of the Company be liable for any amounts due and payable pursuant to this REG-CF SAFE.

(k) The parties acknowledge and agree that for United States federal and state income tax purposes this REG-CF SAFE is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this REG-CF SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(l) This REG-CF SAFE may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(m) From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this REG-CF SAFE and any agreements executed in connection herewith.

(n) The Investor agrees any action contemplated by this REG-CF SAFE and requested by the Company must, unless an earlier date is specified herein, be completed by the Investor within 30 calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

Zeus Electric Chassis, Inc.

By: _____

Name: Wayne J. Kugel

Title: Chief Executive Officer

Address: 2320 Leibel Street

White Bear Lake, MN 55110

Email: wayne.kugel@zeuselectricchassis.com

Agreed to and accepted:

If an **individual**:

By: _____

Name: _____

Address:

Email: _____

If an **entity**:

ENTITY NAME: _____

By: _____

Name: _____

Title: _____

Address:

Email: _____

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EXHIBIT A

Irrevocable Proxy

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**REG-CF SAFE**”) dated [Date of Issuance of REG-CF SAFE] between Zeus Electric Chassis, Inc., a Delaware corporation (the “**Company**”), and [Investor Name] (“**Stockholder**”). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the REG-CF SAFE. In connection with a conversion of Stockholder’s investment in the REG-CF SAFE into Capital Stock of a CF Shadow Series (as defined in the REG-CF SAFE) pursuant to the REG-CF SAFE, the Stockholder and Silicon Prairie Capital Partners, LLC (the “**Intermediary**”), as holder of this proxy, hereby agree as follows:

1. **Grant of Irrevocable Proxy.**

(a) With respect to all of the shares of Capital Stock of CF Shadow Series owned by the Stockholder as of the date of this Irrevocable Proxy or any subsequent date (the “**Shares**”), Stockholder hereby grants to Intermediary an irrevocable proxy under Section 212 of the Delaware General Corporation Law to vote the Shares in any manner that the Intermediary may determine in its sole and absolute discretion. For the avoidance of doubt, the Intermediary, as the holder of the irrevocable proxy (rather than the Stockholder) will vote the Shares with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Shares may be entitled to vote. The Intermediary hereby agrees to vote all Shares consistently with the majority of the class or series of shares of Preferred Stock on which the CF Shadow Series is based. This proxy revokes any other proxy granted by the Stockholder at any time with respect to the Shares.

(b) The Intermediary shall have no duty, liability or obligation whatsoever to the Stockholder arising out of the Intermediary’s exercise of this irrevocable proxy. The Stockholder expressly acknowledges and agrees that (i) the Stockholder will not impede the exercise of the Intermediary’s rights under this irrevocable proxy and (ii) the Stockholder waives and relinquishes any claim, right or action the Stockholder might have, as a stockholder of the Company or otherwise, against the Intermediary or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.

(c) This irrevocable proxy shall expire as to those Shares on the earlier of (i) the date that such Shares are converted into Common Stock of the Company or (ii) the date that such Shares are converted to cash or a cash equivalent, but shall continue as to any Shares not so converted.

2. **Legend.** The Stockholder agrees to permit an appropriate legend on certificates evidencing the Shares or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.

3. **Representations and Warranties.** The Stockholder represents and warrants to the Intermediary as follows:

(a) The Stockholder has all necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and delivered by the Stockholder and constitutes such Stockholder’s legal and valid obligation enforceable against the Stockholder in accordance with its terms.

(b) Upon issuance, the Stockholder will be the record owner of the Shares and the Stockholder will have plenary voting and dispositive power with respect to such Shares; the Stockholder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Stockholder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Stockholder has not entered into any agreement or arrangement inconsistent with this Irrevocable Proxy.

4. **Equitable Remedies.** The Stockholder acknowledges that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a judicial decree of specific performance issued pursuant to the REG-CF SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.

5. **Defined Terms.** All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the REG-CF SAFE.

6. **Amendment.** Any provision of this Irrevocable Proxy may be amended, waived or modified only upon the written consent of the (i) the Stockholder and (ii) the Intermediary.

7. **Assignment.**

(a) If the Stockholder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Stockholder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this Irrevocable Proxy.

(b) The Intermediary may transfer its rights as Holder under this Irrevocable Proxy after giving prior written notice to the Stockholder.

8. **Severability.** If any one or more of the terms or provisions of this Irrevocable Proxy is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or if any one or more of the terms or provisions of this Irrevocable Proxy operate or would prospectively operate to invalidate this Irrevocable Proxy, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Irrevocable Proxy and the remaining terms and provisions of this Irrevocable Proxy will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

IN WITNESS WHEREOF, the undersigned have caused this Irrevocable Proxy to be duly executed and delivered.

INVESTOR

Agreed to and accepted:

If an **individual**:

By: _____

Name: _____

Address:

Email: _____

If an **entity**:

ENTITY NAME: _____

By: _____

Name: _____

Title: _____

Address:

Email: _____

By INTERMEDIARY
Silicon Prairie Capital Partners, LLC

Dated: _____