

Stargaze Entertainment Group Inc.

Amendment to Quarterly Report for 03/31/2025 originally published through the OTC Disclosure & News Service on [05/14/2025](#)

Explanatory Note:

Amended Quarterly Report to follow OTCQX U.S. and OTCQB Disclosure Guidelines

***This coversheet was automatically generated by OTC Markets Group based on the information provided by the Company. OTC Markets Group has not reviewed the contents of this amendment and disclaims all responsibility for the information contained herein.*

Alternative Reporting Standard:

OTCQX® U.S. and OTCQB® Disclosure Guidelines

Stargaze Entertainment Group Inc.

State of Incorporation:
Wyoming

Company Address:
333 North Green Street, 8th Floor, Chicago, Illinois 60607

312-867-1800
www.stargazestage.com
team@stgz.tv

SIC Code: 7372

Quarterly Report

For the period ending March 31, 2025 (the "Reporting Period")

We previously were a shell company, therefore the exemption offered pursuant to Rule 144 is not available. Anyone who purchased securities directly or indirectly from us or any of our affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.

The number of shares outstanding of our Common Stock is 507,676,969 as of July 7, 2025

The number of shares outstanding of our Common Stock was 148,738,673 as of December 31, 2024

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 and Rule 12b-2 of the Exchange Act of 1934):

Yes: ☐ No: ☒ (Double-click and select "Default Value" to check)

Indicate by check mark whether the company's shell status has changed since the previous reporting period: Yes: ☐ No: ☒

Indicate by check mark whether a Change in Control⁴ of the company has occurred over this reporting period:

Yes: ☐ No: ☒

Part A General Company Information

Item 1 The exact name of the issuer and its predecessor (if any).

The current name of the issuer is Stargaze Entertainment Group Inc.

Name changes which have occurred in respect of the issuer:

- Stargaze Entertainment Group Inc. (January 18, 2015)
- UMining Resources Inc. (September 11, 2009)
- Universal Mining Corporation (December 5, 2008)
- UMining Resources Inc. (April 24, 2007)
- Globex Inc. (June 30, 2004)
- J. Espo's Inc. (June 18, 1999)

Item 2 The address of the issuer's principal executive offices and address(es) of the issuer's principal place of business:

333 North Green Street, 8th Floor,
Chicago, Illinois 60607
312-867-1800
www.stargazestage.com

Check box if principal executive office and principal place of business are the same address: ☒

Item 3 The jurisdiction(s) and date of the issuer's incorporation or organization.

Current State and Date of Incorporation or Registration: Wyoming, June 26, 2024

Standing in this jurisdiction: (e.g. active, default, inactive): Active

⁴ "Change in Control" shall mean any events resulting in:

(i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities;

(ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) A change in the composition of the Board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or

(iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

Prior Incorporation Information for the issuer and any predecessors during the past five years:

New York, 1999

Part B Share Structure

Item 4 **The exact title and class of securities outstanding.**

Publicly Quoted or Traded Securities:

Trading symbol:	STGZ
Exact title and class of securities outstanding:	Common
CUSIP:	855 9E 102

Other classes of authorized or outstanding equity securities that do not have a trading symbol:

Trading symbol:	N/A
Exact title and class of securities outstanding:	Series A Preferred Stock
CUSIP:	N/A

Item 5 **Par or stated value and description of the security.**

A. *Par or Stated Value.*

- Common Stock, No par value
- Series A Preferred Stock, No par value

B. *Common or Preferred Stock.*

1. For common equity, describe any dividend, voting and preemption rights.

Common Stock

Holders of Common Stock are entitled to one vote per share on all matters to be voted upon by shareholders. Subject to preferences that may be applicable to any outstanding shares of preferred stock, holders of Common Stock are entitled to receive ratably such dividends as may be declared by the Board of Directors out of funds legally available for that purpose. In the event of our liquidation, dissolution, or winding up, the holders of Common Stock are entitled to share ratably in all assets remaining after payment of liabilities and the liquidation preference of any outstanding Preferred Stock, if any. The company's Common Stock has no preemptive or conversion rights, other subscription rights, or redemption provisions.

2. For preferred stock, describe the dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provisions.

Series A Preferred Stock

Liquidation Preference. In the event of any Liquidation Event (as defined below), the holders of Series A Preferred Stock shall be entitled to receive, prior in preference to any distribution to other classes of shares, an amount equal to the then fair market value of common stock on an as converted basis. Furthermore, written consent of at least 51% of holders of the Series A Preferred Stock is required to liquidate, dissolve, or wind-up the affairs of the Company or effect any Liquidation Event, or amend, alter or repeal any provision of our Articles of Incorporation or Bylaws in a manner adverse to the Series A Preferred Stock. "Liquidation Event" includes (A) the closing of the sale, transfer or other disposition of all or substantially all of the our assets; (B) our consummation of a merger or consolidation with or into another entity (except a merger or consolidation in which the holders of our capital stock immediately prior to such merger or consolidation continue to hold more than 50% of the voting or economic power of our outstanding capital stock (or the surviving or acquiring entity); (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act") (other than an underwriter of our securities), of our securities if, after such closing, such person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) would own more than 50% of voting or economic power of our outstanding capital stock (or the surviving or acquiring entity); or (D) our liquidation, dissolution or winding up; provided that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the jurisdiction of our incorporation or to create a holding company that will be owned in the same proportions by the persons who held our securities immediately prior to such transaction.

Voting Rights. Holders of Series A Preferred Stock have 150:1 voting rights, wherein for every one share of Series A Preferred Stock held, a holder shall have 150 Common Stock votes.

Conversion of Series A Preferred Stock. Each share of our Series A Preferred Stock is convertible at the option of the holder into 100 shares of Common Stock.

Dividends. Holders of Series A Preferred Stock are not entitled to dividends.

Redemption or Sinking Fund. The Series A Preferred Stock has no redemption or sinking fund provisions.

4. Describe any other material rights of common or preferred stockholders.

N/A

5. Describe any provision in the issuer's charter or by-laws that would delay, defer or prevent a Change in Control of the issuer.

Our Articles of Incorporation and/or Bylaws contain provisions that:

- authorize our Board of Directors to issue Preferred Shares in one or more series, and with respect to each series, to fix the number of shares constituting that

series, the powers, rights, and preferences of the shares of that series, and the qualifications, limitations and restrictions of that series;

- specify that special meetings of our stockholders can be called only by our board of directors or, by holders of 25% of the votes entitled to be cast on the issue proposed to be considered;
- provide that subject to applicable law, our Bylaws may be amended by our board of directors;
- provide that vacancies on our board of directors and newly created directorships resulting from an increase in the number of our directors may be filled by a vote of a majority of directors then in office, even if less than a quorum, or, by a sole remaining director;
- provide that the stockholders may amend or repeal our Bylaws by the affirmative vote of at least 75% of the shares present in person or represented by proxy and entitled to vote on such amendment or repeal; provided that if the Board of Directors recommends that stockholders approve such amendment or repeal, such amendment or repeal shall only require the affirmative vote of a majority of shares present in person or represented by proxy at such meeting and entitled to vote; and
- establish advance notice procedures for stockholders to submit nominations of candidates for election to our board of directors and other proposals to be brought before a stockholders meeting.

Item 6 The number of shares or total amount of the securities outstanding for each class of securities authorized.

As of March 31, 2025

Common Stock

Number of shares authorized:	990,000,000
Number of shares outstanding:	501,810,302
Freely tradeable shares (public float):	76,246,849
Number of beneficial shareholders owning at least 100 shares:	80
Total number of shareholders of record:	89

Preferred Stock

Number of shares authorized:	10,000,000
Number of shares outstanding:	2,500,000
Freely tradeable shares (public float):	N/A
Number of beneficial shareholders owning at least 100 shares:	1
Total number of shareholders of record:	1

As of December 31, 2024

Common Stock

Number of shares authorized:	500,000,000
Number of shares outstanding:	148,738,673
Freely tradeable shares (public float):	74,546,849
Number of beneficial shareholders owning at least 100 shares:	47
Total number of shareholders of record:	56

Preferred Stock

Number of shares authorized:	250,000,000
Number of shares outstanding:	2,500,000
Freely tradeable shares (public float):	N/A
Number of beneficial shareholders owning at least 100 shares:	1
Total number of shareholders of record:	1

As of December 31, 2023

Common Stock

Number of shares authorized:	900,000,000
Number of shares outstanding:	123,738,673
Freely tradeable shares (public float):	71,146,849
Number of beneficial shareholders owning at least 100 shares:	44
Total number of shareholders of record:	53

Preferred Stock

Number of shares authorized:	250,000,000
Number of shares outstanding:	2,500,000
Freely tradeable shares (public float):	N/A
Number of beneficial shareholders owning at least 100 shares:	1
Total number of shareholders of record:	1

Item 7 The name and address of the transfer agent*.

Securities Transfer Corporation
(469) 633-0101
info@stctransfer.com
2901 N. Dallas Parkway, Suite 380
Plano, TX 75093

Securities Transfer Corporation is registered under the Exchange Act.

Item 8 The nature of the issuer's business.

In describing the issuer's business, please provide the following information:

A. Business Development.

Stargaze Entertainment Group Inc., a Wyoming corporation ("we," "us," "ours," "Stargaze," or the "Company") has a calendar fiscal year and was originally incorporated in the State of New York on June 18, 1999. The Company was merged into the Wyoming entity for the purpose of changing its domicile on October 25, 2024.

The Company had no material operations until the share purchase by Scenebot Inc. ("Scenebot"), of a significant number of shares of its Common Stock and all of its Series A preferred stock and the appointment of Antonio Dutra as its Chief Executive Officer ("CEO") on May 14, 2024. Mr. Dutra served as the Company's CEO from May 14, 2024, through January 28, 2025, and during his tenure, he shifted the Company's business plan, directed the change of the Company's domicile from New York to Wyoming, and commenced the transaction for the acquisition of Scenebot's assets.

Pursuant to an Asset Transfer Agreement dated February 7, 2025 (the "Asset Transfer Agreement"), between the Company and Scenebot, Scenebot transferred all of its assets, including intellectual property but excluding its equity interest in the Company, and certain of its liabilities to the Company in exchange for the issuance of the Company's Common Stock to Scenebot's shareholders. Scenebot is the developer of the Stargaze Stage app (the "App") (discussed in "Business of the Issuer" below).

To the best knowledge of the Company's management, there are no pending or threatened legal proceedings against the Company.

B. Business of Issuer.

Change in Shell Status to a Non-Shell Company

On May 14, 2024, Scenebot gained control of the Company by purchasing 25,000,000 common shares and 2,500,000 preferred shares of the Company from its then controlling shareholder. In addition, pursuant to the Asset Transfer Agreement, the Company acquired all of Scenebot's assets, excluding its equity interest in the Company, in exchange for the issuance of the Company's Common Stock to Scenebot's shareholders. Prior to the transaction with Scenebot, the Company was a shell company.

The Company attests that it is no longer a Shell Company as defined by the OTCQX U.S. and OTCQB Disclosure Guidelines.

Current Business

Stargaze Entertainment Group Inc. is an entertainment company focused on developing and marketing the Stargaze Stage App and entertainment events. The Company plans to disrupt talent discovery and talent competition programming through its mobile application, "Stargaze Stage." The Company operates under SIC – 7372 "Services – Prepackaged Software."

From the Company's viewpoint, the costs and risks of talent discovery are very high for young performers, including but not limited to the following challenges:

- Talent showcases and talent scouting services are very expensive.
- Travel to New York and Los Angeles disrupts school and home lives and increases costs.
- Other internet platforms (e.g., YouTube, Tik-Tok, Facebook) can be unsafe for young performers.
- Network TV serves itself, and not necessarily the interests of performers or audiences.

The App aims to lower the bar to entry for young performers that are looking to gain a widespread audience. In creating a programming opportunity for streaming and short-term video, the Company believes that this powerful bundled tool may be capable of shifting talent competition viewership away from network TV. Historically, Scenebot Stage (the previous name) had over 300,000 users with over 120 entertainment industry professionals that used it to scout new talent.

The Company currently has two employees.

Item 9 The nature of products or services offered.

A. Principal Products or Services, and Their Markets:

STARGAZE STAGE

Stargaze STAGE is an online content creation and social media platform which aims to allow any person to showcase their talents on the App not only to their fans, but also to professionals in the entertainment industry. The users can post their videos to share with friends, followers, and a wide audience on the Stage platform, and integrate them into established outlets like Instagram and Facebook.

With the introduction of Stargaze STAGE Live, the Company aims to provide a visual and interactive multi-media experience that also takes advantage of the popularity of talent competitions and the related benefits and sponsorships.

Stargaze Stage features:

STARGAZE STAGE LIVE Events and Talent Show

The Company hosts quarterly live events where top talents have flown into Los Angeles to perform live in front of top entertainment industry professionals in addition to a three-day coaching and mentoring program. In the past, these events have been quite successful, where 27 of the 33 performers who performed at the live events are now represented by agents, managers, and/or music professionals as a direct result of their live performances at these events. In the future, the Company expects to stream a talent discovery show which it anticipates will work seamlessly with the App.

#Scouters

The STARGAZE STAGE #Scouters program provides its users a chance to become a talent scout (aka a #Scouter) and compete in a fantasy sports style game where the user starts by drafting a ten-person team of their favorite performers. They then manage their team throughout a full season of STARGAZE STAGE Live shows with the chance to win small prizes each week, and the opportunity for the grand prize during the show's finale. The roster will then reset with the beginning of the next season and the competition will start all over again.

STARGAZE STAGE Awards

STARGAZE STAGE allows fans to gift awards to their favorite artists via in-app purchases. Artists receive 50% of all revenue from the awards that they receive. The company's most generous fans become eligible for its Megafan rewards (e.g., concert tickets, meet and greets, etc.) that are given out during its weekly web show.

B. Distribution Methods of the Products or Services;

Application distribution platforms such as Google Play Store and Apple App Store.

C. Status of any Publicly Announced New Product or Service;

We expect to relaunch the App in early summer 2025. The revamped App will feature new tools designed to help creators turn their passions into real opportunities.

D. Competitive Business Conditions, the Issuer's Competitive Position in the Industry, and Methods of Competition;

The market for digital platforms that connect entertainment talent with opportunities is competitive and rapidly evolving. The Company competes with both established platforms and emerging startups in the areas of talent discovery, and digital creator services.

Key competitors include social media platforms like TikTok, Instagram, and YouTube, which serve as informal channels for talent discovery and self-promotion.

Competition in the Company's sector is based on several factors, including platform usability, access to high-quality talent, relationships with industry professionals, brand reputation, and pricing. Many competitors have substantial financial resources, larger user bases, and more established market positions. However, despite these challenges, the Company believes it holds a meaningful competitive edge. Unlike general-purpose platforms, the App is purpose-built for the entertainment industry, offering an environment focused on discovering, showcasing, and connecting talent. Its competitive advantages include:

- A specialized focus on emerging talent in the entertainment industry;
- A user-friendly platform;
- A growing network of users, including talent scouts; and
- Engaging initiatives such as the Stage Live Events and Talent shows, as well as the Awards.

These interactive initiatives not only differentiate the Company from traditional casting websites, but also offers valuable opportunities for talent to gain exposure and for industry professionals to discover standout individuals in a dynamic, real-time environment.

E. Sources and availability of raw materials and the names of principal suppliers;

N/A

F. Dependence on one or a few major customers;

Not applicable as the App is designed to let anyone, anywhere showcase their talents to fans and entertainment industry professionals directly from the App.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration;

We have the following trademark applications pending with the United States Patent and Trademark Office ("USPTO"):

	USPTO Serial No.	Mark
1	99069449	STARGAZE STAGE
2	99069470	STARGAZE STAGE
3	99069563	STARGAZE STAGE
4	99069457	STARGAZE STAGE
5	99069572	STARGAZE STAGE
6	99069439	STARGAZE STAGE
7	99069510	STARGAZE STAGE
8	99056768	STARGAZE
9	99056745	STARGAZE
10	99056626	STARGAZE

11	99056712	STARGAZE
12	99056681	STARGAZE
13	99056575	STARGAZE
14	99056603	STARGAZE
15	99056590	STARGAZE ENTERTAINMENT
16	99056723	STARGAZE ENTERTAINMENT
17	99056762	STARGAZE ENTERTAINMENT
18	99056614	STARGAZE ENTERTAINMENT
19	99056686	STARGAZE ENTERTAINMENT
20	99056774	STARGAZE ENTERTAINMENT
21	99056639	STARGAZE ENTERTAINMENT

H. **The need for any government approval of principal products or services and the status of any requested government approvals.**

N/A

Item 10 The nature and extent of the issuer's facilities.

Not applicable as the Company's business is operated remotely, which allows its personnel to work from their homes or other virtual locations as they deem necessary.

Part D Management Structure and Financial Information

Item 11 Company Insiders (Officers, Directors, and Control Persons).

A. **Officers and Directors.**

Steve Mandell – Chief Executive Officer and Director

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none">• Stargaze Entertainment Group Inc., CEO, January 2025 - present• Self-employed seasoned attorney providing counsel on entertainment, sports, contract negotiations, and marketing. With extensive expertise in business transactions, sports and entertainment, licensing, and brand marketing, Steve has served as a trusted advisor to companies such as Events.com, Pure Green juice brands, and global sports leagues, helping them unlock growth opportunities and foster strategic partnerships.
<i>Board memberships and other affiliations:</i>	-
<i>Compensation by the issuer:</i>	-
<i>Number and class of securities held:</i>	77,000,000 shares of Common Stock

Steven Gintowt – Chief Financial Officer (CFO)

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none">• Stargaze Entertainment Group Inc., CFO, January 2025 - present• HITS, LLC, Chief Financial Officer, August 2023 – present• JumpCrew, LLC, Chief Financial Officer, October 2021 – May 2022
<i>Board memberships and other affiliations:</i>	-
<i>Compensation by the issuer:</i>	-
<i>Number and class of securities held:</i>	-

Antonio Dutra – Secretary and Director

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none">• Stargaze Entertainment Group Inc., Secretary, January 2025 - Present• Scenebot Inc., Chairman of the board, January 2023 – November 2023• Scenebot Inc., CEO, November 2023 - Present• 6Link Inc, CEO/President, January 2016 – Present• Dutra International Inc, CEO, 2013 – Present
<i>Board memberships and other affiliations:</i>	-
<i>Compensation by the issuer:</i>	-
<i>Number and class of securities held:</i>	77,000,000 shares of Common Stock held through Dutra International Inc.

Stuart Alexander – Director

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none">• Eris Talent Agency, Talent Agent, November 2023 – Present• Scenebot Inc, CEO, January 2016 – November 2023
<i>Board memberships and other affiliations:</i>	Audit Committee
<i>Compensation by the issuer:</i>	-
<i>Number and class of securities held:</i>	63,500,000 shares of Common Stock held through Stuart Paul Alexander and Krisha Bullock Alexander Trustees of the Alexander Living Trust dated September 16, 2024, and any amendments thereto

Jamie Snow – Director

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none">• Independent Casting Director for 12 years
<i>Board memberships and other affiliations:</i>	Audit Committee
<i>Compensation by the</i>	-

<i>issuer:</i>	
<i>Number and class of securities held:</i>	-

Sharon Lieblein – Director

<i>Address:</i>	333 North Green Street, 8th Floor, Chicago, Illinois 60607
<i>Employment history for the past 5 years:</i>	<ul style="list-style-type: none"> Independent Casting Director for over 25 years
<i>Board memberships and other affiliations:</i>	Audit Committee
<i>Compensation by the issuer:</i>	-
<i>Number and class of securities held:</i>	-

B. Other Control Persons. In responding to this item, please provide the following information for all persons beneficially owning more than five percent (5%) of any class of the issuer's equity securities as of the date of this information statement. Do not include Officers or Directors previously listed.

Scenebot Inc., Los Angeles, California

Number of Shares	Class	Percentage of Class of Shares Owned
25,000,000	Common	4.9%
2,500,000	Series A Preferred	100%

Note: Antonio Dutra, Steve Mandell, Stuart Alexander, and Mike Hennesey own significant shares in Scenebot and/or serve as its officer or director.

Louis Sapi, Sr., Mono, Ontario, Canada

Number of Shares	Class	Percentage of Class of Shares Owned
44,771,629	Common	8.8%

Mike Hennesey, Thousand Oaks, California

Number of Shares	Class	Percentage of Class of Shares Owned
28,750,000	Common	5.6%

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

No

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

No

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

No

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

No

C. Disclosure of Family Relationships.

None

D. Disclosure of Related Party Transactions.

On February 7, 2025, the Company entered into an Asset Purchase Agreement with Scenebot, pursuant to which Scenebot transferred all of its assets, excluding its equity interest in the Company, to the Company in exchange for the issuance of 250,000,000 shares of Common Stock to Scenebot's shareholders. The closing price of the Company's Common Stock on the OTC Markets on February 7, 2025, was \$0.0657 per share, resulting in an approximate transaction value of \$16,425,000.

Steve Mandell, the Company's Chief Executive Officer and director, Antonio Dutra, the Company's Secretary and director, and Stuart Alexander, the Company's director, are significant shareholders of Scenebot. Steve Mandell and Antonio Dutra each received 77,000,000 shares of the Company's Common Stock in connection with the transaction, and Stuart Alexander received 63,500,000 shares of the Company's Common Stock in connection with the transaction.

E. Disclosure of Conflicts of Interest.

None noted.

Item 12 Financial information for the issuer's most recent fiscal period.

The Financial Statements, prepared in accordance with US GAAP, for the three months ended March 31, 2025, are incorporated herein by reference and is attached to the Company's Quarterly Report for that period which was posted on OTC Markets via the OTCIQ portal on May 14, 2025.

The Financial Statements include:

1. Balance sheet;
2. Statement of income;
3. Statement of cash flows;
4. Statement of changes in stockholders' equity;
5. Financial notes

Item 13 Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The Audited Financial Statements, prepared in accordance with US GAAP, for the years ended December 31, 2024, and 2023, are incorporated herein by reference and have been posted on OTC Markets via the OTCIQ portal on May 27, 2025.

The Audited Financial Statements include:

1. Auditor opinion
2. Balance sheet;
3. Statement of income;
4. Statement of cash flows;
5. Statement of changes in stockholders' equity;
6. Financial notes

Item 14 The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

Securities Counsel

Name:	Lynne Bolduc
Firm:	FitzGerald Kreditor Bolduc and Risbrough LLP
Address:	2 Park Plaza, Suite 850, Irvine, CA
Phone:	949-788-8900
Email:	securities@fkbrlegal.com

Auditor

Name: Benjamin Chung
Firm: BCRG Group Inc.
Address: 200 Spectrum Center Drive, Suite 300,
Irvine, CA 92618
Phone: 714-234-5980
Email: bjc@bcrgcpas.com

Investor Relations Consultant

Name: Elizabeth Landry
Firm: Gameplan Enterprises, LLC
Address: 333 N Green Street, 8th Floor, Chicago,
Illinois 60607
Phone: 312-867-1800
Email: team@stgz.tv

Other Service Providers

Name: Elliot Berman
Firm: Berman Audit & Advisory, P.A.
Nature of Services: Financial Statements Preparation
Address: 11756 Bayou Lane, Boca Raton, FL 33498
Phone: 954-729-3025
Email: eberman@bermanauditadvisorycpa.com

Mr. Berman is a season Certified Public Accountant with over 20 years of accounting experience. He assists companies with preparing financial statements and has performed over 500 audits in a broad array of industries.

Item 15 Management's Discussion and Analysis or Plan of Operation.

A. Management's Discussion and Analysis of Financial Condition and Results of Operations.

We anticipate that we will need to raise additional capital in order to continue to fund our operations. We have relied on related parties for the debt-based funding of our operations as well as third party equity-based financing. There is no assurance that we will be able to obtain funds on commercially acceptable terms, if at all. There is also no assurance that the amount of funds we might raise will enable us to complete our initiatives or attain profitable operations.

Our operating needs include the planned costs to operate our business, including amounts required to fund working capital and other necessary operational capital expenditures. Our future capital requirements and the adequacy of our available funds will depend on many factors, including our ability to successfully expand to new markets, competition, and the

need to enter into collaborations with other companies or acquire other companies to enhance or complement our product and service offerings.

There can be no assurances that financing will be available on terms which are favorable, or at all. If we are unable to raise additional funding to meet our working capital needs in the future, we will be forced to delay, reduce, or cease our operations.

Management has evaluated our financial condition and liquidity in accordance with Accounting Standards Codification (ASC) 205-40, Presentation of Financial Statements—Going Concern, which requires management to assess whether there is substantial doubt about our ability to continue as a going concern within one year after the date the financial statements are issued. This assessment considers our inability to generate sufficient revenues from the sales of our products and services, current financial position, results of operations (significant losses since inception), capital structure, cash flow forecasts, and funding obligations.

These factors create substantial doubt about our ability to continue as a going concern within the twelve-month period subsequent to the date that the consolidated financial statements for the period ended March 31, 2025, are issued.

Management's strategic plans include the following:

- Expand into new and existing markets;
- Obtain additional debt and/or equity-based financing for growth;
- Collaborations with other operating businesses for strategic opportunities; and
- Acquire other businesses to enhance or complement our current business model while accelerating our growth

For the three months ended March 31, 2024, and 2023

Results of operations

For the three months ended March 31, 2025, and 2024, we generated total revenue of \$1,093 and \$2,645, respectively. For the three months ended March 31, 2025, and 2024, our cost of revenue was \$120,000 and \$0, respectively. As a result, our gross profit for the three months ended March 31, 2025, and 2024, was \$(118,907) and \$2,645, respectively.

For the three months ended March 31, 2025, and 2024, we incurred general and administrative expenses of \$469,089 and \$3,120 respectively. We also incurred an interest expense of \$1,650 and \$0, for the three months ended March 31, 2025, and 2024, respectively.

Liquidity and Capital Resources

For the three months ended March 31, 2025, we had cash of \$147,072, compared to \$911 for the three months ended March 31, 2024.

Net Cash used in operating activities was \$236,625 for the three months ended March 31, 2025, compared to \$475 for the three months ended March 31, 2024. The increase in cash used reflects a net loss of \$589,646 for the three months ended March 31, 2025,

partially offset by \$250,820 related to stock issued for services, and an increase of \$102,201 in accounts payable and accrued expenses.

We did not pay any cash for interest or income taxes for the three months ended March 31, 2025, and 2024.

Financing Activities

Net cash provided for financing activities was \$175,000 for the three months ended March 31, 2025, compared to no financing activity for the three months ended March 31, 2024. The cash flow during the three months ended March 31, 2025, was the result of proceeds from the issuance of common stock for cash.

For the years ended December 31, 2024, and 2023

Results of operations

For the years ended December 31, 2024, and 2023, we generated total revenue of \$9,612 and \$13,214, respectively. For the years ended December 31, 2024, and 2023, our cost of revenue was \$215,000 and \$0, respectively. As a result, our gross profit for the years ended December 31, 2024, and 2023, was -\$205,388 and \$13,214, respectively.

For the years ended December 31, 2024, and 2023, we incurred general and administrative expenses of \$556,645 and \$14,598 respectively. We also incurred an interest expense of \$4,404 and \$0, for the years ended December 31, 2024, and 2023, respectively.

Liquidity and Capital Resources

As of December 31, 2024, we had cash of \$208,697, compared to \$1,386 as of December 31, 2023. The increase in our cash position was due to proceeds received from equity and loan financing activities during the year.

Net cash used in operating activities was \$747,689 for the year ended December 31, 2024, compared to \$1,383 for the year ended December 31, 2023. The increase in operating cash outflows reflects a net loss of \$766,437 in 2024, partially offset by \$223,858 in stock issued for services and \$61,360 from increased accounts payable and accrued expenses. Additionally, we recorded a recapitalization adjustment of \$(266,470) for the year end December 31, 2024.

We did not pay any cash for interest or income taxes for the years ended December 31, 2024, and 2023.

Financing Activities

Net cash provided by financing activities was \$955,000 for the year ended December 31, 2024, compared to no financing activity for the year ended December 31, 2023. For the year ended December 31, 2024, we received proceeds from multiple sources, including: \$165,000 from loan payable; \$105,000 from common stock payable; \$200,000 from common stock issued for cash; \$265,000 from common stock issuable for cash; and \$220,000 in contributed capital from a related party.

B. Off-Balance Sheet Arrangements.

As of March 31, 2025, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Part E Issuance History

Item 16 List of securities offerings and shares issued for services in the past two years.

- A. List below any events, in chronological order, that resulted in direct changes to the total shares outstanding by the issuer (1) within the two-year period ending on the last day of the issuer's most recent fiscal year and (2) since the last day of the issuer's most recent fiscal year.

Shares Outstanding Opening Balance			*Right-click the rows below and select “Insert” to add rows as needed.						
Date <u>12-31-2023</u> Common: <u>123,738,673</u> Preferred: <u>2,500,000</u>									
Date of Transaction	Transaction type (e.g., new issuance, cancellation, shares returned to treasury)	Number of Shares Issued (or cancelled)							
<u>01-27-2023</u>	<u>Return to Treasury</u>	<u>50,000</u>	<u>Common</u>	<u>0.0001</u>	<u>Yes</u>	<u>Hariklia Tsoukalas</u>	<u>Retired</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>02-06-2023</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common</u>	<u>0.0001</u>	<u>Yes</u>	<u>Gordon Hayes</u>	<u>Debt Conversion</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>02-06-2023</u>	<u>New Issuance</u>	<u>15,000</u>	<u>Common</u>	<u>0.0001</u>	<u>Yes</u>	<u>Nikolas Hayes</u>	<u>Debt Conversion</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>04-04-2023</u>	<u>New Issuance</u>	<u>15,000</u>	<u>Common</u>	<u>0.0001</u>	<u>Yes</u>	<u>Stephen Glassburn</u>	<u>Debt Conversion</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>05-14-2024</u>	<u>New Issuance</u>	<u>44,771,629</u>	<u>Common</u>	<u>0.0050</u>	<u>No</u>	<u>Louis Sapi, Sr.</u>	<u>Consideration for Services</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>

<u>07-23-2024</u>	<u>New Issuance</u>	<u>3,125,000</u>	<u>Common</u>	<u>.008</u>	<u>Yes</u>	<u>James Blackwell</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>07-23-2024</u>	<u>New Issuance</u>	<u>3,125,000</u>	<u>Common</u>	<u>.008</u>	<u>Yes</u>	<u>William Stover</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>07-23-2024</u>	<u>New Issuance</u>	<u>12,500,000</u>	<u>Common</u>	<u>.008</u>	<u>Yes</u>	<u>Konop Enterprises Incorporated</u> <u>Thad Konop</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>07-23-2024</u>	<u>New Issuance</u>	<u>3,125,000</u>	<u>Common</u>	<u>.008</u>	<u>Yes</u>	<u>Kristine Plowman</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>08-21-2024</u>	<u>New Issuance</u>	<u>3,125,000</u>	<u>Common</u>	<u>.008</u>	<u>Yes</u>	<u>William Stover</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>02-07-2025</u>	<u>New Issuance</u>	<u>250,000,000</u>	<u>Common</u>	<u>0.0001</u>	<u>Yes</u>	<u>Shareholders of Scenebot, Inc. (1)</u>	<u>Consideration for Asset Transfer</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>02-26-2025</u>	<u>New Issuance</u>	<u>3,000,000</u>	<u>Common</u>	<u>0.07</u>	<u>No</u>	<u>Elie Samaha</u>	<u>Consideration for Advisory Services</u>	<u>Restricted</u>	<u>Securities Act of 1933, Section 4(a)(2)</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Randall Warren Osuch</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Douglas Leyland</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>James Sapi</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>10,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Paul Cloutier</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Louis G. Sapi, Jr.</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>

<u>02-28-2025</u>	<u>New Issuance</u>	<u>3,750,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Nicholas Manos</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Svetlana Sonia Vaknin</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>4,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Gary Hall</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Greg Suitor</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>3,750,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Anastasia Dellaportas</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Stephano Manos</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Patricia Manos</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Alexia Manos</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Joshua Hartway</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Kirk Stover</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>7,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Colin Tiltack</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Gerard J. Lawlor</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b) Regulation D</u>

<u>02-28-2025</u>	<u>New Issuance</u>	<u>2,500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Laurie E. Lawlor</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b)</u> <u>Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>MDH Data Inc.</u> <u>(Mark A.</u> <u>Hinchcliffe)</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b)</u> <u>Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Samantha Sapi</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b)</u> <u>Regulation D</u>
<u>02-28-2025</u>	<u>New Issuance</u>	<u>500,000</u>	<u>Common</u>	<u>0.01</u>	<u>Yes</u>	<u>Louis G. Sapi, Jr.</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(b)</u> <u>Regulation D</u>
<u>03-19-2025</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common</u>	<u>0.0373</u>	<u>No</u>	<u>Arthur Joseph</u>	<u>Consideration</u> <u>for Advisory</u> <u>Services</u>	<u>Restricted</u>	<u>Securities Act</u> <u>of 1933,</u> <u>Section 4(a)(2)</u>
<u>03-21-2025</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common</u>	<u>0.036</u>	<u>No</u>	<u>Chong Ahn</u>	<u>Consideration</u> <u>for Advisory</u> <u>Services</u>	<u>Restricted</u>	<u>Securities Act</u> <u>of 1933,</u> <u>Section 4(a)(2)</u>
<u>03-21-2025</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common</u>	<u>0.036</u>	<u>No</u>	<u>Mike McVay</u>	<u>Consideration</u> <u>for Advisory</u> <u>Services</u>	<u>Restricted</u>	<u>Securities Act</u> <u>of 1933,</u> <u>Section 4(a)(2)</u>
<u>03-28-2025</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common</u>	<u>0.0348</u>	<u>No</u>	<u>Mike Golic</u>	<u>Consideration</u> <u>for Advisory</u> <u>Services</u>	<u>Restricted</u>	<u>Securities Act</u> <u>of 1933,</u> <u>Section 4(a)(2)</u>
<u>04-03-2025</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common</u>	<u>0.027</u>	<u>No</u>	<u>Jeff Mauro</u>	<u>Consideration</u> <u>for Advisory</u> <u>Services</u>	<u>Restricted</u>	<u>Securities Act</u> <u>of 1933,</u> <u>Section 4(a)(2)</u>
<u>04-13-2025</u>	<u>New Issuance</u>	<u>833,333</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Tyler Robert</u> <u>Smilsky</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c)</u> <u>Regulation D</u>
<u>04-14-2025</u>	<u>New Issuance</u>	<u>666,667</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Amry Packaging</u> <u>Inc.</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c)</u> <u>Regulation D</u>

<u>04-15-2025</u>	<u>New Issuance</u>	<u>1,666,667</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Nenad Zlatek and Heather Zlatek, JTWROS</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c) Regulation D</u>
<u>04-24-2025</u>	<u>New Issuance</u>	<u>1,666,667</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Lehn Goetz and Richard Goetz, JTWROS</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c) Regulation D</u>
<u>05-27-2025</u>	<u>New Issuance</u>	<u>500,000</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Denyse Hartway</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c) Regulation D</u>
<u>05-29-2025</u>	<u>New Issuance</u>	<u>333,333</u>	<u>Common</u>	<u>0.03</u>	<u>Yes</u>	<u>Vladimir Malovic</u>	<u>Purchase</u>	<u>Restricted</u>	<u>Rule 506(c) Regulation D</u>
Shares Outstanding on Date of This Report:									
<u>Ending Balance:</u>									
Date 05-13-2025 Common: <u>507,676,969</u>									
Preferred: <u>2,500,000</u>									

(1) Shareholders of Scenebot, Inc.:

<u>Name</u>	<u>Number of shares issued</u>
Dutra International Inc. (Antonio Dutra)	77,000,000
Steve Mandell	77,000,000
Stuart Paul Alexander and Krisha Bullock Alexander Trustees of the Alexander Living Trust dated September 16, 2024, and any amendments thereto (Stuart Alexander)	63,500,000
The Breladdi Irrevocable Trust (Mike Hennessy)	28,750,000
Larry Lafond	2,000,000
William Mann	825,000
Sat Bisla	825,000
NetCapital Funding Portal, Inc.	100,000

- B. List below and describe any issuance of Promissory Notes, Convertible Notes, or Convertible Debentures. In responding to this item, please provide the date of execution of the Note or the Agreement, a description of the reason for the issuance, the outstanding balance and any interest accrued. Provide the maturity dates for each Note or Agreement, their conversion terms, names of beneficial owners or holders and the exact class of security such Notes or Agreement may be converted to. Also, specify if the Note is Secured or Unsecured and whether or not it is in Default.

N/A

Part F Exhibits

The following exhibits must be either described in or attached to the disclosure statement:

Item 17 Material Contracts.

The document below has been attached hereto as an exhibit to this disclosure statement:

- Asset Transfer Agreement dated February 7, 2025, between Stargaze Entertainment Group Inc. and Scenebot, Inc.

Item 18 Articles of Incorporation and Bylaws.

The following documents have been attached hereto as exhibits to this disclosure statement:

- Amended and Restated Articles of Incorporation of Stargaze Entertainment Group Inc. filed 04/17/2025
- Articles of Amendment for Designation of Series A Preferred Stock of Stargaze Entertainment Group Inc. filed 05/08/2025
- Second Amend and Restated Bylaws of Stargaze Entertainment Group Inc. dated 05/15/2025

Item 19 Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

None noted.

Item 20 Issuer's Certifications.

Chief Executive Officer

I, Steve Mandell, certify that:

1. I have reviewed this quarterly disclosure statement of Stargaze Entertainment Group Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

July 7, 2025

/s/ Steve Mandell

Chief Executive Officer

Chief Financial Officer

I, Steven Gintowt, certify that:

1. I have reviewed this quarterly disclosure statement of Stargaze Entertainment Group Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

July 7, 2025

/s/ Steve Gintowt

Chief Financial Officer

ASSET TRANSFER AGREEMENT

This Agreement (“Agreement”) is effective as of February 7, 2025 (the “Effective Date”) and is made by and between Stargaze Entertainment Group Inc., a Wyoming corporation (“Stargaze”), and Scenebot, Inc., a California corporation (“Scenebot”) (Stargaze and Scenebot are individually referred to herein as “Party” and collectively as “Parties”).

RECITALS

WHEREAS, Stargaze desires to acquire, and Scenebot desires to transfer and assign all of Scenebot’s rights, title, and interest in and to all Scenebot’s assets, including but not limited to all tangible and intangible assets, contracts, accounts receivables, and intellectual property, but excluding Scenebot’s shares of Stargaze (collectively, the “Transferred Assets”), on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, as consideration for the purchase of the Transferred Assets, Stargaze agrees to issue 250,000,000 shares of its common stock (the “Consideration Shares”) to the shareholders of Scenebot on a pro rata basis, as set forth in this Agreement; and

WHEREAS, the Parties intend for this transaction to constitute an acquisition of the Transferred Assets by Stargaze in exchange for the Consideration Shares.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of Assets. Subject to Section 5, Scenebot hereby assigns and transfers to Stargaze the Transferred Assets, and Stargaze hereby accepts such assignment and transfer, assumes all of the Transferred Assets, and agrees to be bound by all of the terms and conditions of Scenebot under the Transferred Assets in each case arising from and after the Effective Date and relating to the period from and after the Effective Date. The Transferred Assets are acquired “as is, where is, with all faults” and Scenebot expressly disclaims any other representations or warranties of any kind or nature, express or implied, as to liabilities, operation, or use of the Transferred Assets, the title, condition, value or quality of the Transferred Assets or the prospects (financial or otherwise), risks and other incidents of the Transferred Assets, and Scenebot specifically disclaims any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose, whether latent or patent, or as to the condition of the Transferred Assets. No exhibit or schedule to this Agreement, nor any other material or information provided by or communications made by Scenebot or any of its affiliates, or by any advisor thereof, whether by use of any information memorandum or otherwise, will cause or create any warranty, express or implied, as to the title, condition, value or quality of the Transferred Assets.

2. Assumed Liabilities and Obligations. Scenebot assigns to Stargaze and Stargaze hereby assumes and agrees to pay, satisfy, perform and discharge all of the obligations and liabilities arising on or after the Effective Date, out of or relating to the Transferred Assets.

3. Consideration. Scenebot hereby acknowledges and agrees that the shares issued to all of its shareholders, as outlined in the Recitals to this Agreement, shall be deemed full and adequate consideration for the transfer of all right, title, and interest in the Transferred Assets to Stargaze.

4. Cooperation in Contract Administration. Scenebot agrees to cooperate with Stargaze and do all things reasonably necessary to novate and assign all contracts, commitments, and agreements related to the Transferred Assets, including but not limited to, executing novation agreements, if necessary. In the event Scenebot receives payment for any costs, fees, or expenses incurred by Stargaze subsequent to the Effective Date under contracts which are novated or assigned to Stargaze hereunder, Scenebot shall promptly pay such amounts to Stargaze.

5. Non-Assignable Contracts. Nothing in this Assignment shall be construed as an attempt to novate or assign to Stargaze any contract, commitment, asset, or other agreement which is by law or its applicable terms non-assignable or the novation or assignment of which would constitute a violation of statute, rule, regulation, contract, commitment or other agreement. If an attempted novation or assignment of any contract, commitment or other agreement would be ineffective or would affect Scenebot's rights thereunder so that Stargaze would not in fact receive all such transferred rights, Scenebot shall cooperate with Stargaze in a mutually acceptable arrangement (which, without limitation, may include entering into subcontracting arrangements with Stargaze), to provide to Stargaze the benefit (including the full economic benefit) of such contract, commitment, asset, or other agreement (other than legal title), provided Scenebot shall have no liability for failure to provide Stargaze such benefit. Stargaze and Scenebot agree to use their best efforts to legally effect the novation or assignment of any such contract commitment or agreement to Stargaze per the terms of this Agreement.

6. Books and Records. Scenebot agrees to transfer and deliver to Stargaze all original contracts, books and records which relate to the Transferred Assets.

7. Indemnification – Transferred Assets. Stargaze hereby agrees to indemnify, defend and hold harmless Scenebot and any shareholder, director, officer, employee, agent or representative of Scenebot (the "Indemnitees") from and against any and all loss, liability, claim, damage, cost or expense asserted against, imposed upon or incurred by the Indemnitees or any Indemnatee, resulting from, relating to or arising out of the Transferred Assets after the Effective Date (the "Claim"). Scenebot shall not be obligated to make demand or seek indemnification from any other third party for any Claim prior to making demand or seeking indemnification from Stargaze for such Claim. In the event that Stargaze is obligated to make any payment under this Section 7, Stargaze will be subrogated to any and all rights that Scenebot has or will have against any other third party with respect to the claim or event giving right to such payment. Such rights of subrogation shall include, but are not limited to, the right to enforce or use any right or remedy which Scenebot now has or may hereafter have against a third party in connection with the claim or event giving rise to such payment.

8. Waiver of Bulk Sale Transfer. Stargaze hereby waives compliance by Scenebot with respect to any applicable Bulk Sales or similar laws of any jurisdiction in connection with the assignment of the Transferred Assets to Stargaze, and Scenebot agrees to indemnify Stargaze and to save and hold Stargaze harmless from, for and against any liability, damage, loss or deficiency (including, without limitation, reasonable attorneys' fees) which Stargaze may suffer or sustain as a result of any claims **unrelated to the Transferred Assets** made by creditors of Scenebot against Stargaze which could have been asserted under the applicable Bulk Sales laws ("Creditor's Claim"). In the event of a Creditor's Claim, Stargaze shall so notify Scenebot and Scenebot shall have 30 days in which to satisfy or discharge the Creditor's Claim, or, to take appropriate defensive action to dispute the claim while holding Stargaze harmless from all consequences of such claim.

9. Representation Regarding Accredited Investor Status. Scenebot represents and warrants to Stargaze that all of its shareholders are "accredited investors" as defined under Rule 501 of Regulation D promulgated under the Securities Act of 1933. Scenebot further represents that it has obtained sufficient and reasonable assurances to confirm the accredited investor status of its shareholders, and acknowledges that Stargaze is relying on this representation in issuing the Consideration Shares to Scenebot's shareholders.

10. Miscellaneous.

10.1. Notices. Any notice, request, instruction, or other document required by the terms of this Agreement, or deemed by any of the Parties hereto to be desirable, to be given to any other party hereto shall be in writing and shall be given by personal delivery, overnight delivery, mailed by registered or certified mail, postage prepaid, with return receipt requested, or sent by electronic mail (with receipt confirmed) to the addresses of the Parties as follows:

If to Scenebot:

Scenebot, Inc.
5641 Lake Lindero Dr.
Agoura Hills, CA 91301
Attn: Antonio Dutra
Email: antonio@6link.ca

If to Stargaze:

Stargaze Entertainment Group Inc.
333 North Green Street, 8th Floor
Chicago, Illinois 60607
Attn: Steve Mandell
Email: stevemandell@me.com

The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. If notice is given by personal delivery or overnight delivery in accordance with the provisions of this Section, such notice shall be conclusively deemed given at the time of such delivery provided a receipt is obtained from the recipient. If notice is given by mail in accordance with the provisions of this Section, such notice shall be conclusively deemed given upon receipt and delivery or refusal. If notice is given by electronic mail transmission in accordance with the provisions of this Section, such notice shall be conclusively deemed given at

the time of delivery if between the hours of 9:00 a.m. and 5:00 p.m. Pacific time on a business day (“business hours”) and if not during business hours, at 9:00 a.m. on the next business day following delivery, provided a delivery confirmation is obtained by the sender.

10.2. No Assignment. Any assignment of this Agreement without the express written consent of all Parties hereto shall be void.

10.3. Applicable Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

10.4. Exclusive Jurisdiction and Venue. The Parties agree that the state and federal courts in the County of Orange, State of California shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.

10.5. Headings. The section headings used in this Agreement are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof.

10.6. Amendments; Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the Parties.

10.7. Severability. If any terms or provisions hereof or the application thereof to any circumstances shall be found by any court having jurisdiction to be invalid or unenforceable to any extent, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

10.8. Further Assurances. Subject to the provisions hereof, the Parties hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

10.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

10.10. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and will not, except to the extent otherwise expressly stated herein, inure to the benefit of any third party.

10.11. Attorneys' Fees. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover from the losing Party its costs of suit, including reasonable attorneys' fees, as may be fixed by the court.

10.12. Incorporation of Recitals. The recitals set forth on page 1 of this Agreement are incorporated into this Agreement by this reference.

10.13. Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby. This shall specifically include, but shall not be limited to the signing of documents and the making of filings with government agencies.

10.14. Definition of Days. "Days" shall be considered calendar days except where specifically stated otherwise in this Agreement.

10.15. Definition of Affiliate. For purposes of this Agreement, affiliate means the entity and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the entity.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date written above, and as approved by each Board of Directors.

SCENEBOT

SCENEBOT, INC.
a California corporation

Signed by:

Antonio Dutra _____

2E8956067AC5485...ra

Its: Chief Executive Officer

STARGAZE

STARGAZE ENTERTAINMENT GROUP INC.
a Wyoming corporation

DocuSigned by:

Steve Mandell _____

A51121C140D848E...

Its: Chief Executive Officer

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STARGAZE ENTERTAINMENT GROUP INC.**

The undersigned, Steve Mandell, Chief Executive Officer, of Stargaze Entertainment Group Inc., a Wyoming corporation (the "Corporation"), does hereby certify:

1. He is the Chief Executive Officer of the Corporation.
2. The following Amended and Restated Articles of Incorporation have been duly approved by the Board of Directors in accordance with the laws of the State of Wyoming.
3. The following Amended and Restated Articles of Incorporation have been duly approved by the shareholders in accordance with the laws of the State of Wyoming.
4. The Articles of Incorporation of this Corporation are amended and restated in their entirety to read as follows and supersede and take the place of the existing Articles of Incorporation and all prior amendments thereto:

**ARTICLE I
NAME**

The name of the corporation is Stargaze Entertainment Group Inc. (the "Corporation").

**ARTICLE II
REGISTERED AGENT AND ADDRESS**

The name and address of the registered agent of this Corporation is:

Northwest Registered Agent Service Inc.
30 N Gould Street, Ste. N
Sheridan, WY 82801

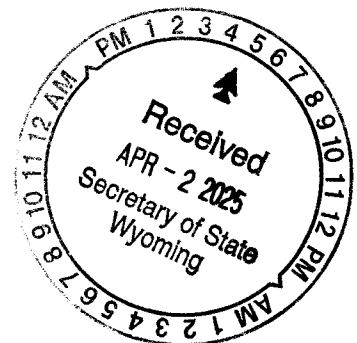
**ARTICLE III
MAILING ADDRESS AND PRINCIPAL OFFICE ADDRESS
AND INCORPORATOR AND ADDRESS**

The mailing address and principal office address of this Corporation is:

333 North Green Street, 8th Floor
Chicago, Illinois 60607

The name and the address of the incorporator of this Corporation is:

Weintraub Law Group PC
10085 Carroll Canyon Road, Ste. 230
San Diego, California 92131



ARTICLE IV

AUTHORIZED STOCK

The total number of shares which the Corporation is authorized to issue is 1,000,000,000, consisting of 990,000,000 shares of common stock, with no par value ("Common Stock"), and 10,000,000 shares of preferred stock, with no par value ("Preferred Stock"), with 2,500,000 shares of Preferred Stock designated as Series A Preferred Stock with the designations, powers, preferences, and rights and the qualifications, limitations, or restrictions thereon set forth in Article V hereof.

The Preferred Stock may be issued from time to time in one or more series in any manner permitted by law and the provisions of these Articles of Incorporation of the Corporation, as determined from time to time by the board of directors and stated in the resolution or resolutions providing for the issuance thereof, prior to the issuance of any shares thereof. The board of directors shall have the authority to fix and determine and to amend, subject to the provisions hereof, the rights and preferences of the shares of any series that is wholly unissued or to be established. Unless otherwise specifically provided in the resolution establishing any series, the board of directors shall further have the authority, after the issuance of shares of a series whose number it has designated, to amend the resolution establishing such series to decrease the number of shares of that series, but not below the number of shares of such series then outstanding.

ARTICLE V

DESIGNATION OF SERIES A PREFERRED STOCK

Section 1. Designation and Amount. The shares of the Class of Preferred Stock hereby and herein created shall have no par value and shall be designated as Series A Preferred Stock (the "Series A Preferred Stock") and the number of shares constituting the Series A Preferred Stock shall be 2,500,000.

Section 2. Conversion of Preferred Shares to Common. The Series A Preferred Stock shall be convertible into Common Stock as follows:

(a) Voluntary Conversion. Subject to and upon compliance with the provisions of this Section 2, a holder of any shares of Series A Preferred Stock shall have the right at such holder's option, at any time or from time to time, to convert any of such shares of Series A Preferred Stock into fully paid and nonassessable shares of Common Stock upon the terms hereinafter set forth.

(b) Shares Issuable Upon Conversion. Each share of Series A Preferred Stock shall be convertible into 150 shares of Common Stock.

(c) Mechanics of Conversion. A holder of any shares of Series A Preferred Stock may exercise the conversion right specified in subsection 2(a) as to any part thereof by surrendering to the Company or its transfer agent the certificate or certificates for the shares to be converted (to the extent the Series A Preferred Stock is certificated) accompanied by written notice stating that the holder elects to convert all or a specified portion of the shares represented thereby.

Conversion of the Series A Preferred Stock shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made, and such date is referred to herein with respect to the Series A Preferred Stock as the "Series A Conversion Date." As promptly as practicable thereafter (and after surrender of the certificate or certificates representing shares of Series A Preferred Stock to the Company or its transfer agent), the Company shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled or make an appropriate book entry in its books and records evidencing the holder's ownership of the converted Common Stock.

The person in whose name the shares of Common Stock are to be issued shall be deemed to have become a holder of record of such Common Stock on the applicable Series A Conversion Date. To the extent the Series A Preferred Stock is certificated, upon conversion of only a portion of the number of shares covered by a certificate representing shares of Series A Preferred Stock surrendered for conversion, the Company shall, issue and deliver to the holder of the certificate so surrendered for conversion, at the expense of the Company, a new certificate covering the number of shares of Series A Preferred Stock representing the unconverted portion of the certificate so surrendered.

(d) Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered by such holder. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of any shares of Series A Preferred Stock, the Company shall round such fraction to the nearest whole share (such that any fraction equal to or greater than one-half shall be rounded up and any fraction less than one-half shall be rounded down) and shall issue such additional share, if any, after such rounding.

(e) Merger or Consolidation. If at any time or from time to time there shall be an acquisition of the Company by another entity by means of merger, consolidation, or otherwise, resulting in the exchange of the outstanding shares of the Company for securities or consideration issued or caused to be issued by the acquiring entity or any of its affiliates, then, as a part of such acquisition, provision shall be made so that the holders of Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock, the number of shares of stock or other securities or property of the acquiring Company resulting from such acquisition, to which such holder would have been entitled if such holder had converted its shares of Series A Preferred Stock immediately prior to such acquisition.

(f) Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available or make provision to increase, reserve, and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding Series A Preferred Stock into Common Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(g) Approvals. If any shares of Common Stock to be reserved for the purpose of conversion of shares of Series A Preferred Stock require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued or delivered upon conversion, then the Company will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be. If, and so long as, any Common Stock into which the shares of Series A Preferred Stock are then convertible is listed on any national securities exchange or automated quotation system, the Company will, if permitted by the rules of such exchange or automated quotation system, list and keep listed on such exchange or automated quotation system, upon official notice of issuance, all shares of such Common Stock issuable upon conversion.

(h) Valid Issuance. All shares of Common Stock which may be issued upon conversion of the shares of Series A Preferred Stock will be, upon issuance by the Company, duly and validly issued, fully paid and nonassessable and free from all liens with respect to the issuance thereof and the Company shall take no action which will cause a contrary result.

Section 3. Dividends. The Series A Preferred Stock shall bear no dividends, and holders of Series A Preferred Stock shall have no right to receive any dividends.

Section 4. Liquidation/Merger Preference.

(a) So long as a majority of the shares of Series A Preferred Stock are outstanding, the Company will not, without the written consent of the holders of at least 51% of the Company's outstanding Series A Preferred Stock, either directly or by amendment, merger, consolidation, or otherwise:

(i) liquidate, dissolve or wind-up the affairs of the Company, or effect any Liquidation Event (as defined below); or (ii) amend, alter, or repeal any provision of the Articles of Incorporation or Bylaws in a manner adverse to the Series A Preferred Stock. A "Liquidation Event" shall include (A) the closing of the sale, transfer or other disposition of all or substantially all of the Company's assets; (B) the consummation of the 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 more than 50% of the voting or economic power of the outstanding capital stock of the Company (or the surviving or acquiring entity); (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act")) (other than an underwriter of the Company's securities), of the Company's securities if, after such closing, such person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) would own more than 50% of voting or economic power of the outstanding capital stock of the Company (or the surviving or acquiring entity); or (D) a liquidation, dissolution or winding up of the Company; provided that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the jurisdiction of the Company's incorporation or to create a holding company that will be owned in the same proportions by the persons who held the Company's securities immediately prior to such transaction.

(b) In the event of any Liquidation Event, either voluntary or involuntary, the holders of shares of Series A Preferred Stock shall be entitled to receive, prior in preference to any distribution to other classes of shares, an amount per share equal to the then current fair market value of the Common Stock on an as converted basis.

(c) Upon the completion of the distribution required by subsection 4(b), above, if assets remain in the Company, they shall be distributed to holders of Common Stock.

Section 5. Voting Rights.

(a) The holders of the Series A Preferred Stock shall have the right to vote on any matter together with holders of Common Stock and may vote as required on any action which applicable law provides may or must be approved by vote or consent of the holders of the specific classes of voting preferred shares and the holders of shares of Common Stock. The Holders of the Series A Preferred Stock shall have the right to vote on any matter with holders of Common Stock voting together as one class. The Series A Preferred Stock shall have 150:1 voting rights, wherein for every one share of Series A Preferred Stock held, the Holder shall have 150 Common Stock votes.

(b) The Holders of the Series A Preferred Stock shall be entitled to the same notice of any Regular or Special Meeting of shareholders of the Company as may or shall be given to holders of any other classes of preferred shares and the holders of shares of Common Stock entitled to vote at such meetings.


Section 6. Status of Converted Stock. In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 2 hereof, the shares so converted shall be cancelled, and shall return to the status of authorized but unissued Preferred Stock of no designated class, and shall not be issuable by the Company as Series A Preferred Stock.

ARTICLE VI **WRITTEN CONSENT OF SHAREHOLDERS WITHOUT A MEETING**

Any action to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of at least majority of the total votes of the outstanding shares entitled to vote on such action (considered for this purpose as one class) and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Wyoming, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Every written consent shall bear the date of signature of each shareholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Article VI, written consents signed by a sufficient number of holders to take action are delivered to the Company as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those shareholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company.

IN WITNESS WHEREOF, the undersigned has executed Amended and Restated Articles of Incorporation on February 7, 2025.

STARGAZE ENTERTAINMENT GROUP INC.

DocuSigned by:
 _____
A51121C140D848E...

Its: Chief Executive Officer

Email Address: stevemandell@me.com



Wyoming Secretary of State
Herschler Building East, Suite 101
122 W 25th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Email: Business@wyo.gov

WY Secretary of State
FILED: 05/08/2025 02:21 PM
Original ID: 2024-001480945
Amendment ID: 2025-005779391

Profit Corporation Articles of Amendment

1. Corporation name:

(Name must match exactly to the Secretary of State's records.)

Stargaze Entertainment Group Inc.

2. Article number(s)

V

is amended as follows:

**See checklist below for article number information.*

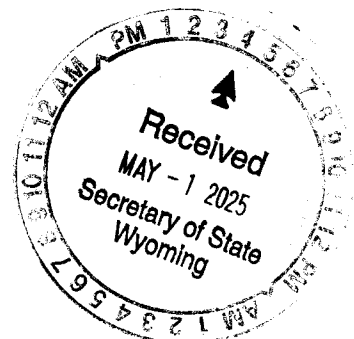
See attached.

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself which may be made upon facts objectively ascertainable outside the articles of amendment.

4. The amendment was adopted on

04/28/2025

(Date – mm/dd/yyyy)



5. Approval of the amendment: (Please check only one appropriate field to indicate the party approving the amendment.)

☐

Shares were not issued and the board of directors or incorporators have adopted the amendment.

OR

☐

Shares were issued and the board of directors have adopted the amendment *without shareholder approval*, in compliance with W.S. 17-16-1005.

OR

☒

Shares were issued and the board of directors have adopted the amendment *with shareholder approval*, in compliance with W.S. 17-16-1003.

Signature: steve mandell
steve mandell (Apr 29, 2025 15:56 CDT)

(May be executed by Chairman of Board, President or another of its officers.)

Date: 04/28/2025
(mm/dd/yyyy)

Print Name: Steve Mandell

Contact Person: Steve Mandell

Title: Chief Executive Officer

Daytime Phone Number: 312-867-1800

Email: stevemandell@me.com

(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)

Checklist

☐

Filing Fee: \$60.00 Make check or money order payable to Wyoming Secretary of State.

☐

Processing time is up to 15 business days following the date of receipt in our office.

☐

*Refer to original articles of incorporation to determine the specific article number being amended or use the next number in sequence if you are adding an article. **Article number(s) is not the same as the filing ID number.**

☐

Please mail with payment to the address at the top of this form. **This form cannot be accepted via email.**

☐

Please review the form prior to submission. **The Secretary of State's Office is unable to process incomplete forms.**

**ARTICLES OF AMENDMENT
FOR
DESIGNATION OF SERIES A PREFERRED STOCK
OF
STARGAZE ENTERTAINMENT GROUP INC.**

It is hereby certified that:

1. The name of the corporation is Stargaze Entertainment Group Inc. (the “Company”).
2. The Articles of Incorporation of the Company authorize the issuance of 10,000,000 shares of blank check Preferred Stock, with no par value.
3. The board of directors (“Board of Directors”) of the Company, pursuant to authority granted to it by the Articles of Incorporation of the Company, previously fixed the rights, preferences, restrictions and other matters relating to a series of the Company’s preferred stock, consisting of 2,500,000 designated shares of preferred stock, classified as Series A Preferred Stock (the “Series A Preferred Stock”) and the designation, preferences, and rights of the Series A Preferred Stock, is contained in the Company’s Amended and Restated Articles of Incorporation (the “Articles of Incorporation”), filed with the Secretary of State of the State of Wyoming on April 17, 2025, evidencing such terms.
4. Pursuant to Article V Section 4(a)(ii) of the Articles of Incorporation, the Company may amend, alter or repeal any provision of the Articles of Incorporation in a manner adverse to the Series A Preferred Stock by obtaining a written consent of the holders of at least 51% of the Company’s outstanding Series A Preferred Stock (the “Required Holders”).
5. The Required Holders have consented in writing, in accordance with Section 17-16-704 of the Wyoming Business Corporation Act (the “WBCA”), to this amendment to the Articles of Incorporation (the “Amendment”) on the terms set forth herein.
6. This Amendment has been adopted by the Board of Directors and the stockholders of the Company;
7. Unless otherwise specified in this Amendment, all terms herein shall have the same meanings ascribed to them in the Articles of Incorporation.

NOW, THEREFORE, this Amendment has been duly adopted in accordance with the WBCA and has been executed by a duly authorized officer of the Company to amend the terms of the Articles of Incorporation as follows:

A. Amendment to Article V Section 2(b). Article V Section 2(b) of the Articles of Incorporation is hereby amended and restated in its entirety as follows:

“Shares Issuable Upon Conversion.” Each share of Series A Preferred Stock shall be convertible into 100 shares of Common Stock.

B. No Other Amendment. Except for the matters set forth in this Amendment, all other terms of the Articles of Incorporation and the Series A Preferred Shares shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Articles of Amendment on April 28, 2025.

STARGAZE ENTERTAINMENT GROUP, INC.

steve mandell
steve mandell (Apr 29, 2025 15:56 CDT)

By: Steve Mandell

Its: Chief Executive Officer

**SECOND AMENDED AND RESTATED BYLAWS
OF
STARGAZE ENTERTAINMENT GROUP INC.,
A WYOMING CORPORATION**

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**SECOND AMENDED AND RESTATED BYLAWS
OF
STARGAZE ENTERTAINMENT GROUP INC.,
A WYOMING CORPORATION**

**ARTICLE I
CORPORATE OFFICES**

Section 1.1. Registered Office and Agent.

The registered office of the corporation shall be at 30 N Gould Street, Suite N, Sheridan, Wyoming 82801. The name of the registered agent of the corporation at such location is Northwest Registered Agent Service Inc.

Section 1.2. Other Offices.

The board of directors may at any time establish other offices at any place or places, either within or outside of the State of Wyoming, where the corporation is qualified to do business.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 2.1. Place of Meetings.

Meetings of stockholders shall be held at any place designated by the board of directors (a) within or outside the State of Wyoming, or (b) by means of remote communication (a “Virtual Meeting”), in each case as may be determined by the board of directors from time to time. In the absence of any such designation, stockholders’ meetings shall be held at the registered office of the corporation, or the board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but will instead be held solely by means of remote communication as provided under Section 17-16-701 of the Wyoming Business Corporation Act (“WBCA”).

Section 2.2. Annual Meetings.

Unless otherwise designated by the board of directors, the annual meeting of stockholders shall be held on May 1 of each year at the hour of 10:00 AM; provided, however, that if this day falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day. At the annual meeting, directors shall be elected, and any other proper business may be transacted.

Section 2.3. Special Meetings.

Under Section 17-16-702 of the WBCA, special meetings of the stockholders may be called by the board of directors pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office or, pursuant to the Articles of Incorporation as amended, upon the written demand of one or more stockholders representing 25% of the votes entitled to be cast on the issue proposed to be considered. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the corporation, unless otherwise required by law.

Section 2.4. Notice of Stockholders' Meetings.

All notices of meetings of stockholders shall be in the form of a writing or electronic transmission and shall be sent or otherwise given to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting in accordance with Section 2.5 of these bylaws not less than ten nor more than 60 days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called. The means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall also be provided in the notice.

Section 2.5. Manner of Giving Notice; Affidavit of Notice.

Notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at their address as it appears on the records of the corporation, or if electronically transmitted as provided in Section 8.1 of these bylaws. An affidavit of the secretary or an assistant secretary or of the transfer agent of the corporation that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 2.6. Quorum.

Pursuant to Sections 17-16-725 and 17-16-727 of the WBCA and the Articles of Incorporation of as amended, the holders of 33 1/3% of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation as amended. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting or (ii) the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of the laws or of the Articles of Incorporation as amended, a different vote is required, in which case such express provision shall govern and control the decision of the question.

Section 2.7. Adjourned Meeting; Notice.

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.8. Conduct of Business.

The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such matters as the regulation of the manner of voting and the conduct of business.

Section 2.9. Voting.

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.12 of these bylaws and subject to the provisions of Sections 17-16-722, 723, 730, 731, and 732 of the WBCA (relating to voting rights of proxies, nominees, voting trusts, and other voting or shareholder agreements). Voting at meetings of stockholders need not be by written ballot and, unless otherwise required by law, need not be conducted by an inspector of election unless so determined by the holders of the shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person at such meeting.

Except as may be otherwise provided in the Articles of Incorporation as amended, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder or by proxy for each share of the capital stock having voting power held by such stockholder.

A nominee for director shall be elected to the board of directors if the votes cast for such nominee's election exceed the votes cast against such nominee's election; provided, however, that directors shall be elected by a plurality of the votes cast at any meeting of stockholders for which (i) the secretary of the corporation receives a notice that a stockholder has nominated a person for election to the board of directors in compliance with the Article of Incorporation as amended and these bylaws, to the extent applicable, and applicable law and (ii) such nomination has not been withdrawn by such stockholder on or before the tenth day before the corporation first mails its notice of meeting for such meeting to the stockholders. If directors are to be elected by a plurality of the votes cast, stockholders shall not be permitted to vote against a nominee. The corporation shall not directly or indirectly vote any shares of its own stock; provided, however, that the corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

Section 2.10. Waiver of Notice.

Whenever notice is required to be given under any provision of the WBCA, the Articles of Incorporation as amended, or these bylaws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a 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 meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need to be specified in any written waiver of notice, or any waiver by electronic transmission, unless so required by the Articles of Incorporation as amended or these bylaws.

Section 2.11. Stockholder Action by Written Consent Without a Meeting.

Pursuant to Section 17-16-704 of the WBCA, and unless otherwise provided in the Articles of Incorporation as amended, any action required by this article to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (a) signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (b) delivered to the corporation in accordance with Section 17-16-704 of the WBCA.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the corporation, a written consent or consents signed by enough holders to take action are delivered to the corporation in the manner prescribed in this Section 2.11. Electronic mail or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed, and dated for purposes of this Section 2.11 to the extent permitted by law. Any such consent shall be delivered in accordance with Section 17-16-704 of the WBCA.

Any copy or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, or other reproduction shall be a complete reproduction of the entire original writing.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing (including by electronic mail or other electronic transmission as permitted by law) as provided under Section 17-16-704 (f) of the WBCA. If the action which is consented to is such as would have required the filing of a certificate under any Section of the WBCA if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written notice and written consent have been given as provided in Section 17-16-704 of the WBCA.

Section 2.12. Record Date for Stockholder Notice; Voting; Giving Consents.

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days before the date of such meeting, nor more than 60 days prior to any other action.

If the board of directors does not so fix a record date:

(a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the board of directors is necessary, shall be the day on which the first written consent (including consent by electronic mail or other electronic transmission as permitted by law) is delivered to the corporation; and

(c) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 2.13. Nominations and Proposals for Annual Meetings of Stockholders.

(a) Nominations of persons for election to the board of directors of the corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (i) pursuant to the corporation's notice of meeting, (ii) by or at the direction of the board of directors, or (iii) by any stockholder of the corporation who (A) was a stockholder of record at the time of giving of the notice provided for in this Section 2.13 and at the time of the annual meeting, (B) is entitled to vote with respect to such matter at the meeting, and (C) complies with the notice procedures set forth in this Section 2.13. At any annual meeting of stockholders, the presiding officer of such meeting may announce the nominations and other business to be considered which are set forth in the corporation's notice of meeting and proxy statement and, by virtue thereof, such nominations and other business so announced shall be properly brought before such meeting and may be considered and voted upon by the stockholders of the corporation entitled to vote thereat without further requirement of nomination, motion, or second.

(b) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a) of this Section 2.13, the stockholder making such nominations or proposing such other business must theretofore have given timely notice thereof in writing to the secretary of the corporation and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the secretary at the principal executive offices of the corporation not later than the close of business on the 75th day nor earlier than the close of business on the 125th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of (x) the 75th day prior to the scheduled date of such annual meeting or (y) the 15th day following the day on which public announcement of the date of such

meeting is first made by the corporation. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. To be in proper form, a stockholder's notice to the secretary must:

(1) set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (A) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, if any, (B) the class or series and number of shares of the corporation that are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, if any, as of the date of such notice (which information shall be supplemented by such stockholder and beneficial owner not later than 10 days after the record date for the meeting to disclose such ownership as of the record date), and (C) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act");

(2) if the notice relates to any business other than the nomination of a director that the stockholder proposes to bring before the meeting, set forth (A) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business, and (B) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

(3) set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection as a director (A) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (B) a description of all direct and indirect compensation and other monetary agreements, arrangements and understandings during the past three years, and any other relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any Affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(4) with respect to each nominee for election or reelection to the board of directors, include the completed and signed questionnaire, representation, and agreement required by Section 2.13(d) below. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as an independent director of the corporation or

that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(c) Notwithstanding anything in the second sentence of paragraph (b) of this Section 2.13 to the contrary, in the event that the number of directors to be elected to the board of directors of the corporation at an annual meeting is increased, whether by increase in the size of the board of directors, or by any vacancy in the board of directors to be filled at such annual meeting, and there is no public announcement by the corporation naming all of the nominees for directors or specifying the size of the increased board of directors at least 75 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.13 shall also be considered timely, but only with respect to nominees for any such vacant positions and for any new positions created by such increase, if it shall be delivered to the secretary at the principal executive offices of the corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the corporation.

(d) To be eligible to be a nominee for election or reelection as a director of the corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under paragraphs (b) and (c) above) to the secretary of the corporation at the principal executive offices of the corporation a completed, written and signed questionnaire (in the form customarily used by the corporation for its directors) with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the secretary upon written request) and a written representation and agreement (in the form provided by the secretary upon written request) that such person:

(1) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the corporation or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the corporation, with such person's fiduciary duties under applicable law;

(2) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed therein; and

(3) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines of the corporation.

Notwithstanding the foregoing provisions of this Section 2.13, a stockholder shall also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth in this Section 2.13, and nothing in this Section 2.13 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's

proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision thereof) and, to the extent required by such rule, have such proposals considered and voted on at an annual meeting.

Section 2.14. List of Stockholders Entitled to Vote.

The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address (but not the electronic address or other electronic contact information) of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting (i) during ordinary business hours, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held or (ii) by a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is only available to the stockholders. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 2.15. Proxies.

Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature or other form of an electronic signature) by the stockholder or the stockholder's attorney-in-fact. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may remain irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

ARTICLE III DIRECTORS

Section 3.1. Powers.

Subject to the provisions of the WBCA and any limitation in the Articles of Incorporation as amended or these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 3.2. Number of Directors.

The board of directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the board of directors.

Section 3.3. Election, Qualification, and Term of Office of Directors.

Except as provided in Section 3.4 of these bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the Articles of Incorporation as amended or these bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until their successor is elected and qualified or until their earlier resignation or removal. Elections of directors need not be by written ballot.

Section 3.4. Resignation and Vacancies.

Any director may resign at any time upon notice given in writing or by electronic transmission to the attention of the secretary of the corporation. When one or more directors so resigns and the resignation is effective at a future date, pursuant to the Articles of Incorporation as amended, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the Articles of Incorporation as amended or these bylaws:

(a) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Articles of Incorporation as amended, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer of the corporation may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation as amended or these bylaws.

In the event of a vacancy in the board of directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full board of directors until such vacancy is filled.

Section 3.5. Place of Meetings; Remote Meetings.

The board of directors of the corporation may hold meetings, both regular and special, either within or outside the State of Wyoming. Unless otherwise restricted by the Articles of Incorporation as amended or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone, video, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.6. Regular Meetings.

Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 3.7. Special Meetings; Notice.

Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairperson of the board, the chief executive officer, any vice president, the secretary or any two directors.

Notice of the time and place of special meetings shall be:

- (a) delivered personally by hand, by courier or by telephone;
- (b) sent by United States first-class mail, postage prepaid; or
- (c) sent by electronic mail, in each case directed to each director at that director's address, telephone number, or electronic mail address, as the case may be, as shown on the corporation's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, or (ii) sent by electronic mail, it shall be delivered or sent at least 48 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to a director. The notice need not specify the place of the meeting (if the meeting is to be held at the corporation's principal executive office) nor the purpose of the meeting.

Section 3.8. Quorum.

At all meetings of the board of directors, a majority of the authorized number of directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation as amended. If a quorum is not present at any meeting of the board of directors,

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.

Section 3.9. Waiver of Notice.

Whenever notice is required to be given under any provision of the WBCA, the Articles of Incorporation as amended, or these bylaws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a 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 meeting is not lawfully called or convened. Neither the business to be transacted at, nor other purpose of, any regular or special meeting of the directors, or a committee of directors, need to be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Articles of Incorporation as amended or these bylaws.

Section 3.10. Board Action by Written Consent Without a Meeting.

Unless otherwise restricted by the Articles of Incorporation as amended or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if a majority of the members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission.

If any action is taken by less than unanimous written consent of the directors, a written notice of the action shall be provided to each director who did not consent or vote in favor of the action, no later than ten days after written consent sufficient to authorize the action has been delivered to the corporation. The notice shall reasonably describe the action taken. The requirement to provide such notice shall not delay the effectiveness of the action taken by written consent, and failure to comply with the notice requirement shall not invalidate any such action; provided, however, that nothing in this section shall be construed to limit the power of a court to grant any appropriate remedy to a director who is adversely affected by such failure.

Section 3.11. Fees and Compensation of Directors.

Unless otherwise restricted by the Articles of Incorporation as amended or these bylaws, pursuant to Section 17-16-811 of the WBCA the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 3.12. Approval of Loans.

The corporation shall not, either directly or indirectly, including through any subsidiary, extend or maintain credit, arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan to or for any director, executive officer (or equivalent thereof), or control person, but may lend money to and use its credit to assist any employee, excluding such executive officers, directors, or other control persons of the corporation or of a subsidiary, whenever, in the judgment of the directors, such loan, guarantee, or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing contained in this section shall be deemed to deny, limit, or restrict the powers of guarantee or warranty of the corporation at common law or under any statute.

Section 3.13. Removal of Directors.

Unless otherwise restricted by statute, the Articles of Incorporation as amended, or these bylaws, any director or the entire board of directors may be removed, only with cause and only by an affirmative vote of the holders of at least 75% of the shares then entitled to vote at a meeting of the stockholders called for that purpose. At least 30 days prior to any meeting of stockholders at which it is proposed that any director be removed from office, written notice of such proposed removal shall be sent to the director whose removal will be considered at the meeting. For purposes of this Section 3.13, “cause” with respect to the removal of any director, shall mean only (i) conviction of a felony, (ii) declaration of unsound mind by order of a court, (iii) gross dereliction of duty, (iv) commission of any act involving moral turpitude, or (v) commission of an act that constitutes intentional misconduct or a knowing violation of law if such action in either event results both in an improper substantial personal benefit to such director and a material injury to the corporation.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office.

ARTICLE IV COMMITTEES

Section 4.1. Committees of Directors.

The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, with each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member, or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors or in the bylaws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the

corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve, adopt or recommend to the stockholders any action or matter the WBCA expressly requires be submitted to the stockholders for approval, or (ii) adopt, amend, or repeal the bylaws.

Section 4.2. Committee Minutes.

Each committee shall keep regular minutes of its meetings and report the same to the board of directors when requested.

Section 4.3. Meetings and Action of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these bylaws, Section 3.5 (place of meetings and meetings by telephone), Section 3.6 (regular meetings), Section 3.7 (special meetings and notice), Section 3.8 (quorum), Section 3.9 (waiver of notice), and Section 3.10 (action by written consent without a meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the board of directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V OFFICERS

Section 5.1. Officers.

The officers of the corporation shall be a chief executive officer, a chief financial officer and a secretary and such other officers (including without limitation, a chairperson of the board, president, vice presidents, assistant secretaries, and a treasurer) as the board from time to time may determine. Any number of offices may be held by the same person.

Section 5.2. Appointment of Officers.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these bylaws, shall be appointed by the board of directors, subject to the rights, if any, of an officer under any contract of employment.

Section 5.3. Subordinate Officers.

The board of directors may appoint, or empower the chief executive officer to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

Section 5.4. Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the board of directors at any regular or special meeting of the board or, except in the case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5.5. Vacancies in Offices.

Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 5.6. Chairperson of the Board.

The chairperson of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and of the stockholders at which they shall be present, and exercise and perform such other powers and duties as may from time to time be assigned to him by the board of directors or as may be prescribed by these bylaws. If there is no chief executive officer, then the chairperson of the board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these bylaws.

Section 5.7. Chief Executive Officer.

Subject to such supervisory powers, if any, as may be given by the board of directors to the chairperson of the board, if there be such an officer, the chief executive officer shall, subject to the control of the board of directors, have general supervision, direction, and control of the business and the officers of the corporation. They shall, if present, preside at all meetings of the stockholders and, in the absence or nonexistence of a chairperson of the board, at all meetings of the board of directors. They shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

The chief executive officer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 5.8. Chief Financial Officer.

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses,

capital retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. The chief financial officer shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the chief executive officer and directors, whenever they request it, an account of all his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

Section 5.9. Vice Presidents.

In the absence or disability of the chief executive officer, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the chief executive officer and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chief executive officer. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors, these bylaws, the chief executive officer, or the chairperson of the board.

Section 5.10. Secretary.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the board of directors required to be given by law or by these bylaws. They shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

Section 5.11. Assistant Secretary.

The assistant secretary, or, if there is more than one, the assistant secretaries in the order determined by the stockholders or board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of their inability or refusal to act, perform the duties and exercise the powers of the secretary and shall

perform such other duties and have such other powers as may be prescribed by the board of directors or these bylaws.

Section 5.12. Assistant Treasurer.

The assistant treasurer, or, if there is more than one, the assistant treasurers, in the order determined by the stockholders or board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the chief financial officer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the chief financial officer and shall perform such other duties and have such other powers as may be prescribed by the board of directors or these bylaws.

Section 5.13. Representation of Shares of Other Corporations.

The chairperson of the board, the chief financial officer, any vice president, the chief financial officer, the secretary or assistant secretary of this corporation, or any other person authorized by the board of directors or the chief executive officer or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

Section 5.14. Authority and Duties of Officers.

In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the board of directors or the stockholders.

ARTICLE VI INDEMNITY

Section 6.1. Third-Party Actions.

Subject to the Articles of Incorporation as amended and the provisions of this Article VI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact they are or are a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (if such settlement is approved in advance by the corporation, which approval shall not be unreasonably withheld) actually and reasonably incurred by them in connection with such action, suit, or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interest of the corporation,

and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

Section 6.2. Actions by or in the Right of the Corporation.

Subject to the provisions of this Article VI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that they are or were a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Notwithstanding any other provision of this Article VI, no person shall be indemnified hereunder for any expenses or amounts paid in settlement with respect to any action to recover short-swing profits under Section 16(b) of the Exchange Act.

Section 6.3. Successful Defense.

To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 6.1 or 6.2, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 6.4. Determination of Conduct.

Any indemnification under Sections 6.1 or 6.2 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of the director, officer, employee, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 6.1 or 6.2, as applicable. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding or (ii) if such quorum is not obtainable or, even if obtainable, as a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. Notwithstanding the foregoing, a director, officer, employee, or agent of the corporation shall be entitled to contest any determination that the director, officer, employee, or agent has not met the applicable standard of conduct set forth in Sections 6.1 or 6.2 by petitioning a court of competent jurisdiction.

Section 6.5. Payment of Expenses in Advance.

Expenses incurred in defending a civil or criminal action, suit, or proceeding, by an individual who may be entitled to indemnification pursuant to Section 6.1 or 6.2, shall be paid by the corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that they are not entitled to be indemnified by the corporation as authorized in this Article VI.

Section 6.6. Indemnity Not Exclusive.

The indemnification and advancement of expenses provided by or granted pursuant to the other sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 6.7. Insurance Indemnification.

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of their status as such, whether or not the corporation would have the power to indemnify their against such liability under this Article VI.

Section 6.8. The Corporation.

For purposes of this Article VI, references to the “corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors and officers, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under and subject to the provisions of this Article VI (including, without limitation, the provisions of Section 6.4.) with respect to the resulting or surviving corporation as they would have with respect to such constituent corporation if its separate existence had continued.

Section 6.9. Employee Benefit Plans.

For purposes of this Article VI, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner they reasonably believed to be in the interest of the participants and beneficiaries of an

employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Article VI.

Section 6.10. Indemnity Fund.

Upon resolution passed by the board, the corporation may establish a trust or other designated account, grant a security interest, or use other means (including, without limitation, a letter of credit), to ensure the payment of certain of its obligations arising under this Article VI and/or agreements which may be entered into between the corporation and its officers and directors from time to time.

Section 6.11. Indemnification of Other Persons.

The provisions of this Article VI shall not be deemed to preclude the indemnification of any person who is not a director or officer of the corporation or is not serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, but whom the corporation has the power or obligation to indemnify under the WBCA or otherwise. The corporation may, in its sole discretion, indemnify an employee, trustee, or other agent as permitted by the WBCA. The corporation shall indemnify an employee, trustee, or other agent where required by law.

Section 6.12. Savings Clause.

If this Article VI or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each person entitled to indemnification hereunder against expenses (including attorney’s fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding, or investigation, whether civil, criminal or administrative, and whether internal or external, including a grand jury proceeding and an action or suit brought by or in the right of the corporation, to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated, or by any other applicable law.

Section 6.13. Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 6.14. Conflicts.

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment, or decree of any court of competent jurisdiction, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation as amended, these bylaws, a resolution of the stockholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses

were incurred or other amounts were paid, which prohibits or otherwise limits indemnification;
or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

ARTICLE VII RECORDS AND REPORTS

Section 7.1. Maintenance and Inspection of Records.

The corporation shall, either at its principal executive office or at such place or places as designated by the board of directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent in the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent so to act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in Wyoming or at its principal place of business.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in each such stockholder's name, shall be open to the examination of any such stockholder for a period of at least ten days prior to the meeting in the manner provided by law. The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 7.2. Inspection by Directors.

Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to their position as a director. The district court of the county where the corporation's registered office is located is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The district court may summarily order the corporation to permit the director to inspect any and all books and records, the stock ledger and the stock list, and to make copies or extracts therefrom. The district court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the district court may deem just and proper.

Section 7.3. Annual Statement to Stockholders.

The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

ARTICLE VIII NOTICE BY ELECTRONIC TRANSMISSION

Section 8.1. Notice by Electronic Transmission.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation under any provision of the WBCA, the Articles of Incorporation as amended, or the bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. A corporation may give a notice by electronic mail without obtaining the consent noted herein. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the corporation. Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that:

(a) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation; and

(b) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(2) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice;

(3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; or

(4) if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 8.2. Definition of Electronic Transmission.

An “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE IX GENERAL MATTERS

Section 9.1. Checks.

From time to time, the board of directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

Section 9.2. Execution of Corporate Contracts and Instruments.

The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 9.3. Stock Certificates; Partly Paid Shares.

Shares of the corporation’s stock may be certified or uncertified, as provided under Wyoming law, and shall be entered in the books of the corporation and registered as they are issued. Certificates representing shares of the corporation’s stock shall be signed in the name of the corporation by the chairperson of the board or vice chairperson of the board or the chief executive officer or president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any or all of the signatures on the certificate may be a facsimile of an original signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if they were such officer, transfer agent, or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of

the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

Section 9.4. Special Designation on Certificates.

If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock.

Section 9.5. Lost Certificates.

Except as provided in this Section 9.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 9.6. Construction; Definitions.

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the WBCA shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person. When used herein, the term “days” refers to calendar days unless otherwise specified.

Section 9.7. Dividends.

The directors of the corporation, subject to any restrictions contained in (i) the WBCA or (ii) the corporation’s Articles of Incorporation as amended, may declare and pay dividends upon the shares of its capital stock at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the corporation’s capital stock.

Before payment of any dividend, the directors of the corporation may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may modify or abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing, or maintaining any property of the corporation, and meeting contingencies.

Section 9.8. Fiscal Year.

The fiscal year of the corporation shall be fixed by resolution of the board of directors and may be changed by the board of directors.

Section 9.9. Seal.

The corporation may adopt a corporate seal, which shall be adopted and which may be altered by the board of directors, and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 9.10. Transfer of Stock Certificates; Recordation of Transfer.

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

Section 9.11. Stock Transfer Agreements.

The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the WBCA.

Section 9.12. Registered Stockholders.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Wyoming.

Section 9.13. Transfer Restrictions.

Notwithstanding anything to the contrary, except as expressly permitted in this Section 9.13, a stockholder shall not transfer, whether by sale, gift, or otherwise, any shares of the corporation's stock to any person unless such transfer is approved by the board of directors prior to such transfer, which approval may be granted or withheld in the board of directors' sole and absolute discretion. Any purported transfer of any shares of the corporation's stock effected in violation of this Section 9.13 shall be null and void and shall have no force or effect and the corporation shall not register any such purported transfer.

Any stockholder seeking the approval of the board of directors of a transfer of some or all of its shares shall give written notice thereof to the secretary of the corporation that shall include: (a) the name of the stockholder; (b) the proposed transferee; (c) the number of shares of the transfer of which approval is thereby requested; and (d) the purchase price (if any) of the shares proposed for transfer. The corporation may require the stockholder to supplement its notice with such additional information as the corporation may request.

Section 9.14. Conflicts with Articles of Incorporation as Amended.

In the event of any conflict between the provisions of the corporation's Articles of Incorporation as amended and these bylaws, the provisions of the Articles of Incorporation as amended shall govern.

ARTICLE X AMENDMENTS

Section 10.1. Amendment by Directors.

Except as provided otherwise by law, these bylaws may be amended or repealed by the board of directors by the affirmative vote of a majority of the directors then in office.

Section 10.2. Amendment by Stockholders.

These bylaws may be amended or repealed at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least 75% of the shares present in person or represented by proxy at such meeting and entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the board of directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of a majority of the shares present in person or represented by proxy at such meeting and entitled to vote on such amendment or repeal, voting together as a single class.

ARTICLE XI EXCLUSIVE FORUM

Unless the corporation consents in writing to the selection of an alternative forum, the district court of the county where the corporation's registered office is located shall be the sole and exclusive forum for any stockholder (including a beneficial owner of stock) to bring (i) any derivative action or proceeding brought on behalf of the corporation, (ii) any action asserting a claim of, or claim based on, breach of a fiduciary duty owed by, or other wrongdoing by, any director, officer, or other employee of the corporation to the corporation or the corporation's stockholders (including a beneficial owner of stock), (iii) any action asserting a claim against the corporation arising pursuant to any provision of the WBCA, the corporation's Amended and Restated Articles of Incorporation as amended or these bylaws, or (iv) any action to interpret, apply, enforce or determine the validity of the corporation's Amended and Restated Articles of Incorporation as amended or bylaws, or (v) any action asserting a claim against the corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

The foregoing Second Amended and Restated Bylaws was duly adopted and approved by the Board of Directors on May 15, 2025.

Antonio Dutra

Antonio Dutra (May 15, 2025 07:36 EDT)

Antonio Dutra, Secretary