Initial Listing Applications

[Company Name]: Operating Company - Prospect - NYSE American - Cleared

Written Response to Clearance Letter | Listing Agreement | Original Listing Application | Application Materials | PDF Download

You may download a copy of the submitted Listing Agreement by clicking the "PDF Download" link above

Initial Listing Application Status

Cleared

Initial Listing Application Progress

Listing Agreement Status

Pending Submission

Complete Legal Corporate Name

Certify text

does hereby certify that this agreement is made pursuant to a resolution(s) adopted by the Applicant Issuer's governing body to list on the New York Stock Exchange (the “Exchange”),

Security name	Par value	Delete
Note: At least one Security needs to be added. Click on "Add Security" button below to add Security detail(s)		

Add Security

[Company Name] (the "Company"), in consideration of the listing of its securities, agrees with NYSE American (the "Exchange") that:

1. The Company certifies that it will comply with all Exchange rules, policies, and procedures that apply to listed companies as they are now in effect and as they may be amended from time to time ("Rules"), regardless of whether the Company's organization documents would allow for a different result.
2. The Company shall notify the Exchange at least 20 days in advance of any change in the form or nature of any listed security or in the rights, benefits, and privileges of the holders of such security.
3. The Company agrees to pay when due all fees associated with its listing of securities on the Exchange, in accordance with the Exchange's rules.
4. The Company agrees to promptly notify the Exchange in writing of any corporate action or other event which will cause the Company to cease to be in compliance with Exchange listing requirements.
5. The Company agrees to furnish to the Exchange on demand such information concerning the Company as the Exchange may reasonably request.
6. The Company agrees to file all required periodic financial reports with the SEC, including annual reports and, where applicable, quarterly or semi-annual reports, by the due dates established by the SEC.
7. The Company agrees to comply with all requirements under the federal securities laws and applicable SEC rules.
8. The Company will maintain a transfer agent and a registrar, as necessary, which satisfy the applicable requirements set forth in the Rules of the Exchange or of any other national securities exchange on which the Company is listed.
9. Nothing contained in or inferred from this Listing Agreement shall be construed as constituting the Company's contract for the continued listing of the Company's securities on the Exchange. The Company understands that the Exchange may, consistent with applicable laws and SEC rules, suspend its securities and commence delisting proceedings with or without prior notice to the Company, upon failure of the Company to comply with any one or more paragraphs of this Listing Agreement, or when in its sole discretion, the Exchange shall determine that such suspension of dealings and delisting is in the public interest or otherwise warranted.
10. In order to publicize the Company's listing on the Exchange, the Company authorizes the Exchange and its affiliates to use the Company's corporate logos, fonts, Web site address, trade names, and trade/service marks ("Marks") in order to convey quotation information, transactional reporting information, and other information regarding the Company in connection with the Exchange.
11. The Company warrants and represents that the Marks do not violate any trade/service mark, trade name, or other intellectual property right of any third party. The Company shall indemnify the Exchange and its affiliates and hold them harmless from any third-party rights and/or claims arising out of use by the Exchange or any affiliate of the Company's Marks or misuse by Company of Company's trading symbol.
12. The Company's trading symbol is provided to the Company for the limited purpose of identifying the Company's security in authorized quotation and trading systems. The Exchange reserves the right to change the Company's trading symbol at the Exchange's discretion at any time.

TEMPLATE

13. In order to publicize the Company's listing on the Exchange, the Exchange authorizes the Company and its affiliates to use the corresponding Listed Emblem (e.g., LISTED NYSE & DESIGN), subject to any trademark usage, brand guidelines and notification policies as communicated to Company in writing from time to time. The Exchange reserves the right to require approval of any use of the Listed Emblem. The Company shall immediately cease using the Listing Emblem in the event it is no longer listed on the Exchange.
14. The Exchange does not provide any warranties of any kind, express, implied or statutory (including the implied warranties of merchantability, non-infringement or fitness for a particular use or purpose).
15. THE EXCHANGE IS NOT LIABLE FOR ANY LOST PROFITS, LOSS OF GOOD WILL OR OTHER BUSINESS LOSS OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY FORM OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE MAXIMUM LIABILITY OF THE EXCHANGE IN CONNECTION WITH A DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE LISTING FEES PAID BY THE COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE ACCRUAL OF THE CLAIM. IN NO EVENT WILL THE EXCHANGE BE LIABLE FOR TRADING LOSSES, LOSSES OF PROFITS, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGES. THE LIMITATIONS OF THIS SUBSECTION APPLY IRRESPECTIVE OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER THE DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE. THIS PARAGRAPH SHALL NOT RELIEVE THE EXCHANGE FROM LIABILITY FOR DAMAGES THAT RESULT FROM ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS SECTION DOES NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW OR THE RULES OF THE EXCHANGE SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.
16. This Listing Agreement, and all matters between the parties arising out of or relating to this Listing Agreement, shall be construed and enforced in accordance with the federal laws of the United States and the laws of the State of New York without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State and County of New York.

On this 2nd day of July, 2026

Full Legal Corporate Name of the Applicant Issuer

attests that it is in full agreement with the terms and conditions contained herein.

Electronic Signature

Required signatures must be in typed form rather than manual format. When used in connection with an electronic submission, the term “signature” means an electronic entry in the form of a magnetic impulse or other form of computer data compilation of any letters or series of letters or characters comprising a name, executed, adopted or authorized as a signature. Any person signing on behalf of another person represents that s/he has explicit authorization from such other person to do so.

Signed By	Title	Signed On
		—

TEMPLATE