NYSE AMERICAN LLC

Checklist of Supporting Documents Required for Initial Listing Application

This is a checklist of materials that companies are required to submit after they have been cleared to apply for listing on the NYSE American LLC (the "Exchange"). In addition to the materials below, the Exchange may request further information in connection with a particular listing application.

Documents Required for Authorization to List

- ☐ Original Listing Application executed by an executive officer (completed electronically in Listing Manager)
- ☐ Response to Clearance Letter executed by an executive officer (completed electronically in Listing Manager)
- ☐ Shareholder Evidence:
    - When listing in conjunction with an initial public offering ("IPO"), a signed letter from the underwriter undertaking that the company will meet applicable quantitative listing standards upon listing
    - For other listing types, evidence that a company meets the applicable distribution standards (*e.g.*, transfer agent shareholder report, NOBO list, or Broadridge Share Range Analysis
- ☐ Listing Agreement executed by an executive officer (completed electronically in Listing Manager)
- ☐ Letter from counsel (re: officers, directors, >= 10% holders)
- ☐ Draft securities registration filing (e.g., Form 8-A, Form 10, Form 20-F, as applicable)
- ☐ Copy of charter (amended draft or final which will be in place upon the listing)
- ☐ Copy of bylaws (amended draft or final which will be in place upon the listing)
- ☐ Committee Charters and Code of Ethics
- ☐ Exhibit 5.1 opinion or copy of good standing certificate from jurisdiction of incorporation if no Exhibit 5.1 opinions have been filed with the SEC in the preceding 12 months
- ☐ Section 110 Letter (for foreign private issuers)
- ☐ Corporate Governance Affirmations (completed electronically in Listing Manager):
    - Initial Written Affirmation
    - Recovery Policy Affirmation

Documents Required Prior to Listing

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- ☐ Confirmation letter from CUSIP Bureau
- ☐ Securities Registration Filing (e.g., Form 8-A) must be filed with SEC

Documents To Be Provided After Listing*

- ☐ Final Original Listing Application executed by an executive officer and containing final share numbers as of the listing date

** Final documentation must be provided promptly after listing. If listing in conjunction with an IPO, final documentation must be provided promptly after the exercise in full of the over-allotment option or the expiration of the over-allotment period.*

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Initial Listing Applications

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

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

Initial Listing Application Status

Cleared

Initial Listing Application Progress

Written Response to Clearance Letter — Listing Agreement — Original Listing Application

Original Listing Application Status

Pending Submission

TEMPLATE

Part I: Corporate Information

A. General Corporate Information

Complete Legal Corporate Name

Company Phone #

Company Website

Address Information

Address of Principal Executive Offices

City

Country

Select...

(address line 2)

(address line 3)

Zip Code

State

Select...

Billing Address (for invoices)

Address for invoicing

City

Country

Select...

(address line 2)

(address line 3)

Zip Code

State

Select...

Contact Detail

First Name | **Last Name** | **Title** | **Phone** | **Email**

Other Information

Country: Select...
State of Incorporation: Select...
Date of Incorporation: YYYY-MM-DD
Edgar CIK No:
Foreign Private Issuer: ☐
DRS Eligible: ☐
CUSIP No of Security(s) Being Listed:
Fiscal Year End: Select... Select...

B. Corporate Contacts

Show less

Role: Billing Contact

Other Title <Full Title, if different from that indicated>:

First Name | Last Name | Phone | Email

Address | City | Country: Select...

(address line 2) | *(address line 3)* | Zip Code | State: Select...

Delete B. Corporate Contacts ☐

Add Contact

TEMPLATE

Part II: Security Information

A. Security('s) which the Applicant Issuer is applying to list

Security Details

Show less

Security Class/Type: -
CUSIP:
Symbol Reserved:

Issue Description (including par value, warrant expiration, maturity date) etc:

Anticipated Shares Outstanding upon Listing

Anticipated Date of Listing: YYYY-MM-DD
Shares Outstanding (excluding Treasury Shares):
Treasury Shares:

The following number of shares are unissued, but have been reserved for future issuance for the purposes noted:

Date Authorized by the Board	Purpose of Shares to be Issued	Number of Shares Reserved	Delete
Please add details by clicking "Add Authorized Shares" button below			
	Total Shares Reserved	0	

B. Transfer Agent/Registrar

Name

Phone **Email**

Address **City** **Country**

Select...

(address line 2) ***(address line 3)*** **Zip Code** **State**

Select...

C. If listing American Depositary Shares, please provide the following information with respect to the Depositary Bank

Name

Phone **Email**

Address **City** **Country**

Select...

(address line 2) ***(address line 3)*** **Zip Code** **State**

Select...

D. Outside Counsel Contact with Respect to Listing Application, if any

Name

Phone **Email**

Address **City** **Country**

Select...

(address line 2) ***(address line 3)*** **Zip Code** **State**

TEMPLATE

Select...

E. Investment Banker/Financial Advisor Contact(s), if any

Name

Phone

Email

Address

City

Country

Select...

(address line 2)

(address line 3)

Zip Code

State

Select...

F. Security Preferences

If the Applicant Issuer has any existing class of common stock or equity security entitling the holder(s) to differential voting rights, dividend payments, or other preferences, please provide a complete description of such preference(s)

TEMPLATE

Part III: Type of Listing

A. Listing in Connection with an Issuance of Securities

Please indicate the type of transaction

Select...

Other (please specify)

If spin-off, please provide name of parent entity

B. Listing in Connection with a Transfer or Quotation of a Security Listed on a Foreign Securities Market

Name of current trading market, if any

Current ticker symbol, if any

Part IV: Additional Information

A. Exchange Requirements for Listing Consideration

To be considered for listing, the applicant issuer must meet the Exchange's minimum listing requirements. The Exchange has broad discretion regarding the listing of any security. Thus, the Exchange may deny listing or apply additional or more stringent criteria based on any event, condition, or circumstance that makes the listing of an applicant issuer's security inadvisable or unwarranted in the opinion of the Exchange. Such determination can be made even if the

applicant issuer meets the Exchange's listing standards. In connection with the review of any listing application, the Exchange reserves the right to request such additional public or non-public information or documentation as it may deem necessary and appropriate to make a determination regarding the listing eligibility of the applicant issuer's security, including, but not limited to, any material provided to or received from the Securities and Exchange Commission or other appropriate regulatory authority.

B. Regulatory Review

The Issuer must provide the Exchange with a letter from counsel, certifying that, to the company's knowledge, no officer*, board member, or non-institutional shareholder with greater than 10% ownership of the Issuer or a security to be listed has been convicted of a felony or misdemeanor relating to financial issues (e.g., embezzlement, fraud, theft) during the past ten years. To the extent that an officer, board member, or non-institutional shareholder with greater than 10% ownership of the company has been so convicted, provide a detailed description of all such matters. In addition to reviewing this letter, the Exchange will review background materials available to it regarding the aforementioned individuals as part of the eligibility review process.

* As such term is defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, or any successor rule.

Part V: Attestation

The undersigned attests that, at the time of the filing of this application, the Issuer is deemed to have read and understood the Exchange's listing rules and requirements and, if approved for listing, intends to comply with all applicable listing rules and requirements on an ongoing basis. Further, the undersigned certifies that, to the best of his or her knowledge and belief, the information contained within this application and any materials provided to the Exchange in support of this application are true and correct.

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	Date/Time
		—

Note:

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TEMPLATE

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

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

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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:

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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.
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TEMPLATE

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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.
17. The Company agrees to solicit proxies from U.S. holders for all meetings of stockholders. If the Company is listing American Depositary Receipts, in the event that a successor Depositary or an additional Depositary is named, the Company agrees that it will not appoint any person as such successor Depositary or additional Depositary unless such person shall have entered into a listing agreement with the Exchange in a form substantially similar to this Listing Agreement.

Security(ies)

Depositary Bank

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

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 Written Response to Clearance Letter by clicking the "PDF Download" link above

Initial Listing Application Status

Cleared

Initial Listing Application Progress

Written Response to Clearance Letter — Listing Agreement — Original Listing Application

Clearance Document(s):

—

WRITTEN RESPONSE TO CLEARANCE LETTER

Status

Pending Submission

Complete Legal Corporate Name

The Company confirms that it has received the Exchange's clearance letter and understands its obligation to comply with each of the conditions to listing and all other requirements set forth therein. The Company further acknowledges that, if for any reason it is not in compliance with any applicable listing standards prior to listing, it will (a) notify the Exchange of such non-compliance prior to the listing date, and (b) understands that its securities will not be listed on the Exchange on that date unless all applicable listing standards are satisfied.

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
		—

[Header]

[Date]

NYSE Regulation Initial Listings Team
NYSE American LLC
11 Wall Street
New York, NY 10005

Re : ____[Company Name]____

To Whom It May Concern:

We are acting as representatives of the underwriters in connection with [Company Name]'s (the "Company") initial public offering of [XXX shares of common stocks/ordinary shares], excluding the over-allotment option.

We understand that the listing criteria of the NYSE American LLC (the "Exchange") require that the following minimum standards be met prior to the commencement of trading of the Company's Common Stock:

Per share stock price:	$4.00
Public Holders in North America	400
Publicly held shares	1 million
Aggregate market value of unrestricted publicly-held shares in the offering	$15 million
[*Standard 4 Only*: Total aggregate market value of unrestricted publicly-held shares]	[$20 million]
[*Standards 3 and 4 Only*: Total market capitalization]	[$50/75 million]

We can assure the Exchange that the distribution of the Company's [shares] in its initial public offering will satisfy or exceed the distribution requirements described above for listing on the Exchange. We will achieve these criteria by using our own retail sales representatives, our institutional sales department, and/or an underwriting syndicate or selling group of broker-dealers.

Regards,

_____
FIRM NAME

By: _____
SIGNATURE

_____
NAME AND TITLE