UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): September 10, 2021 (September 9, 2021)

Clearday, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**0-21074**	**77-0158076**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

8800 Village Drive, Suite 106, San Antonio, TX 78217
(Address of Principal Executive Offices) (Zip Code)

(210) 451-0839
(Registrant's telephone number, including area code)

Superconductor Technologies Inc.
15511 W State Hwy 71, Suite 110-105, Austin, TX 78738
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001	SCON*	OTCQB

* The security will trade with the suffix "D" until September 21, 2021.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.01 Completion of Acquisition or Disposition of Assets.

The Merger

On September 9, 2021, Superconductor Technologies Inc. ("Superconductor"), now named Clearday, Inc. (the "Company" or "Clearday"), completed its previously announced acquisition and merger with Allied Integral United, Inc. ("AIU"), in accordance with the terms and conditions of the Agreement and Plan of Merger and Reorganization, dated as of May 14, 2021 and amended and restated as of June 11, 2021, and as further amended as of July 12, 2021 (the "Merger Agreement"), by and among Superconductor, AIU Special Merger Company, Inc., a Delaware corporation and wholly-owned subsidiary of Superconductor ("Merger Sub"), and AIU. On September 9, 2021, Merger Sub has merged with and into AIU with AIU being the surviving entity in such merger and continuing as a wholly-owned subsidiary of the Company. The merger was effected by the filing of a certificate of merger with the Secretary of the State of Delaware in the form attached hereto as Exhibit 2.1 and was effective at 6:00 pm Eastern Time September 9, 2021.

Also on September 9, 2021, in connection with, and prior to completion of, the Merger, Superconductor effected a 3.773585 -for-1 share reverse stock split (the " Reverse Stock Split") of its common stock par value $0.001 per share (the "Common Stock") and changed its name to "Clearday, Inc."

After giving effect to the Reverse Stock Split and prior to the effective time of the Merger which is described below, Superconductor declared and will pay or deliver additional shares of its common stock ("True Up Shares") to the holders of its shares of common stock of record as of 5:00 pm Eastern Time on September 9, 2021. An aggregate amount of approximately 546,820 shares of such common stock will be distributed (representing a dividend rate of approximately 0.749868). The payment date for this distribution shall be on or about September 20, 2021, and the "Ex-Dividend" date of such distribution shall be on or about September 21, 2021;

Unless otherwise noted herein, all references to share amounts reflect the Reverse Stock Split and the issuance of the True Up Shares, but do not reflect the additional shares (round up) that will be issued in lieu of fractional shares.

As provided in the Merger Agreement, the Reverse Stock Split ratio was computed so that the price per share of Superconductor's Common Stock prior to the opening of trading of such shares on the OTCQB on September 9, 2021 would be equal to $10.00 per share, based upon the closing price of the shares on September 8, 2021.

Following the completion of the Merger, the businesses being conducted by the Company became the continuation of (1) primarily, AIU's business, including the continued development of its virtual, in-home care service – Clearday at Home™, and its membership-based daily care offering – Clearday Clubs™.

Clearday will also continue to use and develop its proprietary Sapphire Cryocooler technologies, which enable the enhancement of air quality in internal atmospheres.

Under the terms of the Merger Agreement:

- Each share of AIU's 6.75% Series A Cumulative Convertible Preferred Stock ("AIU Series A Preferred") that is not converted into shares of AIU Common Stock will be exchanged for an equal number of shares of a new series of preferred stock issued by the Company, par value $0.001 per share that will be designated Clearday, Inc. 6.75% Series F Cumulative Convertible Preferred Stock ("Series F Preferred"), which will provide substantially similar terms as the AIU Series A Preferred, except that such preferred stock will convert to that number of shares of the Company's Common Stock after giving effect to the Exchange Ratio (as defined below) and there will be certain modifications to the liquidation preference of such securities.
- The Company has assumed the obligations under the warrants issued by AIU so that such warrants now represent the right to be exercised for shares of the Company's Common Stock (as assumed, the "Warrants").
- The Company has assumed the obligation to issue shares of the Company's Common Stock in respect of the 10.25% Series I Cumulative Convertible Preferred Stock ("AIU Care Preferred") issued by AIU Alternative Care, Inc., a Delaware corporation and a subsidiary of AIU ("AIU Care"); and units of the limited partnership interests ("AIU OZ LP Interests") issued by AIU Alternative Care OZ Fund LP, a Delaware limited partnership that is a subsidiary of AIU Care ("AIU OZ Fund"). AIU Care and AIU OZ Fund are referred to collectively as the "Certain AIU Subsidiaries".

Pursuant to the terms of the Merger Agreement, the shares of common stock of AIU are exchanged to shares of the Company's Common Stock at an exchange ratio that is computed in accordance with the terms of the Merger Agreement. Under the Merger Agreement, the total number of shares of common stock on a fully diluted basis (as defined under the Merger Agreement) is allocated to the Superconductor stockholders of record, as of immediately prior to the effective time (as defined by the Merger Agreement, which is 6:00 pm, Eastern time on September 9, 2021 (the "Effective Time") and the holders of the securities issued by AIU and its subsidiaries AIU Care and AIU OZ Fund. The exchange ratio was computed to be approximately 1.192 or 1 share of AIU common stock equal to approximately 1.192 shares of the Company's Common Stock.

As of the Effective Time, after giving effect to the issuance of shares of Superconductor's Common Stock as of the Effective Time in the Merger and payment of the True Up Shares and, there are approximately 14,910,562 shares of Superconductor's Common Stock issued and outstanding (subject to increase for "rounding up" a Superconductor stockholder's shares of Company Common Stock arising from the Reverse Stock Split). Accordingly, the Superconductor stockholders will continue to own approximately 8.6% of the issued and outstanding shares of Superconductor's Common Stock and the holders of AIU securities will own approximately 91.4% of the issued and outstanding shares of Superconductor's Common Stock.

Based on the $10.00 price per share of Superconductor's Common Stock as of the opening of trading on September 9, 2021, the first trading day that gives effect to the Reverse Stock Split, in addition to the outstanding options and warrants of Superconductor prior to the Effective Time, there are approximately

- 11,439,722 shares of the Company's Common Stock that are reserved for issuance upon exchange of the issued and outstanding shares of the Series F Preferred;

- 1,906,718 shares of the Company's Common Stock that are reserved for issuance upon exchange of the issued and outstanding shares of the AIU Care Preferred and the AIU OZ LP Interests;

- 3,781,485 shares of the Company's Common Stock that are reserved for issuance upon exercise of the Warrants;

- 2,861,515 shares of the Company's Common Stock (the "Incentive Shares") that are reserved for issuance to holders of the Series F Stock that do not sell their shares of Series F Stock or convert such shares to shares of the Company's Common Stock, other than for certain permitted transfers such as estate planning and in accordance with a will or intestate succession; and

- 100,000 shares of the Company's Common Stock to former executives of Superconductor (the "Officer Shares"), subject to adjustment based on market price of the shares when issued in approximately 6 months as described in the Merger Agreement.

The issuance of the shares of the Company's Common Stock to the former holders of AIU securities and the holders of the Clearday Care Preferred and AIU OZ LP Interests and Warrants as well as the Incentive Shares and the Officer Shares was registered with the U.S. Securities and Exchange Commission (the "SEC") on a Registration Statement on Form S-4 (Reg. No. 333-256138) (as amended and supplemented, the "Registration Statement").

The Company's shares of Common Stock, which are quoted on the OTC Markets OTCQB and traded through the close of trading on September 9, 2021 under the ticker symbol "SCON," will continue trading with this symbol with the suffix "D" for 20 business days after the closing of the Merger. The Company's Common Stock has a new CUSIP number, which is: 184791 101. The Company intends to change its symbol when practicable, which is expected to be on or about 20 business days after the closing of the Merger.

The descriptions of the Merger and Merger Agreement included herein are not complete and are subject to and qualified in their entirety by reference to the Merger Agreement, a copy of the amended and restated merger agreement dated as of June 11, 2021 filed as an Annex A to Superconductor's amendment to registration statement on Form S-4 (Registration No. 333-256138) filed with the SEC on June 14, 2021 and Amendment No. 1 thereto dated as of July 12, 2021 filed as exhibit 2.1 to the Current Report on Form 8-K filed by Superconductor with the SEC on July 14, 2021, each of which is incorporated herein by reference.

On September 10, 2021, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached hereto as Exhibit 99.1.

Item 3.03 Material Modification to Rights of Security Holders.

Superconductor held a special meeting of its stockholders on August 10, 2021, Superconductor 's stockholders. The Company reported the results of this special meeting in the Current Report on Form 8-K filed on August 12, 2021 and the information in such Current Report on Form 8-K is incorporated herein by reference.

At such special meeting, the stockholders of Superconductor approved an amendment to Superconductor's restated certificate of incorporation, as amended (the "Restated Certificate") to effect the Reverse Stock Split (the "Reverse Split Amendment") and to increase the number of authorized shares of the capital stock of Superconductor (the "Share Increase Amendment").

Additionally, pursuant to the approval by Superconductor's board of directors (the "Board"), on September 9, 2021, Superconductor filed an amendment to the Restated Certificate to change Superconductor's name from "Superconductor Technologies Inc." to "Clearday, Inc." (the "Name Change Amendment").

Superconductor filed the Reverse Split Amendment and the Name Change Amendment with the Secretary of State of the State of Delaware and such amendments became effective at 12:01 a.m. Eastern Time on September 9, 2021.

Superconductor filed the Share Increase Amendment with the Secretary of State of the State of Delaware and such amendment became effective at 12:02 a.m. Eastern Time on September 9, 2021.

In accordance with the terms of the Merger Agreement, the Board of Directors of the Company authorized the filing of a certificate of designations providing for the authorization of up to 5,000,000 shares of its 6.75% Series F Cumulative Convertible Preferred Stock, par value $0.001 per share (the "Series F Preferred Stock"). The terms of the Series F Preferred Stock are summarized in the Registration Statement and is incorporated herein by reference.

The foregoing descriptions of the Reverse Split Amendment, the Share Increase Amendment, the Name Change Amendment and the certificate of designations for the Series F Preferred Stock are, in each case, not complete and are subject to and qualified in their entirety by reference to the Reverse Split Amendment, the Share Increase Amendment, Name Change Amendment and the certificate of designations, copies of which were filed as an exhibit to this Current Report on Form 8-K.

Item 5.01 Changes in Control of Registrant.

The information set forth in Item 2.01 regarding the Merger and the information set forth in Item 5.02 regarding the Company's board of directors is incorporated by reference into this Item 5.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Officers

After the effective time of the Merger on September 9, 2021, the Company's Board appointed the following individuals as officers of the Company, each of whom held the same position with AIU.

James T. Walesa – Chairman and Chief Executive Officer

Mr. Walesa has been appointed as the Chairman of the Board of Directors and Chief Executive Officer the Company.

Mr. Walesa served as the Chairman of AIU's board of directors and its Chief Executive Officer since its formation. Mr. Walesa has been part of the managers or otherwise active in the business of AIU and its predecessors, including each of its investments in non-core assets and MCA and has been the principal that has developed the longevity care and wellness strategy and all aspects of AIU's business, including raising capital for AIU and its predecessor. Mr. Walesa has more than three decades of experience in financial services with an emphasis on the real estate, energy and care and wellness industries. In 1988, Mr. Walesa founded the Asset Management & Protection Corporation (AMPC), where he currently serves as its Principal, a position he has held since 1988. AMPC currently manages over $500 million in investor assets. Walesa and AMPC clients provide startup capital for energy and real estate related companies. Since September 4, 2019, Mr. Walesa has been a registered representative with Arkadios Capital LLC, an SEC full service broker dealer, resident in their office in Park Ridge, Illinois. He has several licenses in the securities industry, including the Series 24, 26, SIE, Series 7, Series 22, Series 6 and the Series 65 and Series 63. Prior to being with Arkadios Capital, since November 2000 to September 2019, Mr. Walesa was a registered representative with Triad Advisors, Inc., an SEC registered broker dealer that is owned by Ladenburg Thalmann Financial Services, Inc. Mr. Walesa has provided services related to tax free 1031 real estate exchanges for the prior 12 years. Mr. Walesa started his career as a registered representative for First Investors (FIC) where he became the youngest Vice President in firm history at age 26. Mr. Walesa previously served on the advisory board of Nasdaq-traded Bank Financial Corp. (Nasdaq: BFIN) and currently serves as a member of the board of directors of Gadsden Properties, Inc. (OTC: GADS), and the chairman of the board of Citadel Exploration, Inc. (OTCM: COIL) and a member of the board of directors of SitePro, a private company. He was the Chicago chairman for the National Multiple Sclerosis Society and is a member of the Alzheimer's Alois Society in recognition of his leadership and support of the Alzheimer's Association to prevent and cure dementia related disease. Mr. Walesa received a B.S. in Business Administration from Rockford University. Mr. Walesa was selected to serve on the board of GPI due to his expertise in the real estate industry and his investment and capital market experience. Mr. Walesa was a director and officer of AIU when its subsidiary filed for bankruptcy protection during July 2019, which is described under Section "*Description of Business—Clearday—Legal Proceedings*" in the Registration Statement, which is incorporated herein by reference.

Clearday believes that Mr. Walesa's knowledge of the business of Clearday, including his relationship with the AIU stockholders, his negotiation of the merger agreement and his knowledge of the longevity care and wellness market qualify him to serve as the Chairman of the board of directors of the Company.

BJ Parrish – Chief Operating Officer

Mr. Parrish has served as a member of AIU's board of directors and its Chief Operating Officer since its formation. Mr. Parrish has served as the Chief Financial Officer and Secretary of Cibolo Creek Partners, LLC, a Delaware limited liability company, ("Cibolo Creek"), since 2005 and a Director since 2013 and, in such capacity, was integral to the investment and operations of the businesses that were acquired by AIU. Mr. Parrish is responsible for the financial management of Cibolo Creek and the investments of which it serves as general partner or manager. Mr. Parrish is also instrumental in the raising of capital through both the equity and debt markets for all of Cibolo Creek's investment ventures. Prior to Cibolo Creek, Mr. Parrish served as the Vice President of Cibolo Creek's predecessor company, Midland Red Oak Realty Inc. where he was involved in the formation of a $100 million credit facility, as well the acquisition and disposition of over $200 million worth of commercial real estate assets across the Southwest United States. Prior to Midland Red Oak Realty Inc., Mr. Parrish was a financial analyst and a manager of investor relations with Southwest Royalties, Inc., a privately held oil and gas exploration and production company. Mr. Parrish received a B.B.A. in finance and an M.B.A., both from the University of Texas Permian Basin. Mr. Parrish is also the Interim Chief Executive Officer and a member of the board of directors of Gadsden Properties, Inc. (OTC: GADS). Mr. Parrish was selected to serve on the board of GPI due to his expertise in the real estate industry and his investment and capital market experience. Mr. Parrish was a director and officer of AIU when its subsidiary filed for bankruptcy protection during July 2019, which is described under "*Description of Business—Clearday—Legal Proceedings*", which is incorporated herein by reference.

Clearday believes that Mr. Parrish's knowledge of the business of AIU, and his knowledge of the longevity care and wellness market as well as his leadership in the sale of the non-core assets qualify him to serve as an executive of Clearday.

Linda L. Carrasco—President Memory Care America LLC

Ms. Carrasco has served as the President of MCA, AIU's residential memory care facility business, since July 2019, when she was promoted to that position from the Executive Director of the MCA's Westover Hills, Texas facility, a position she held since June, 2015. Prior to joining AIU, Ms. Carrasco was the Executive Director—Sales specialist of Emeritus Senior Living in San Antonio, Texas and Oklahoma. Ms. Carrasco has more than 35 years of experience in skilled care residential facilities, including a license social worker (LBSW) for Town and Country Manor Nursing and Rehabilitation from 2010 to 2011, and Executive Director and Marketing Director of Asista Corporation from 1998 to 2010, and Manager and Regional Manager of Texas and Arizona of Southwest Health Management from 1994 to 1998. Ms. Carrasco holds a B.S. from Southwest Texas State University and holds the Assisted Living / Personal Care Management Certificate License, the Texas State Board of Social Workers Examiners Licensed Baccalaureate and is a Certified/Qualified Activities Director.

Clearday believes that Ms. Carrasco's knowledge of the residential care and longevity care and wellness market as well as her knowledge of the applicable state regulations qualify her to serve as an executive of Clearday.

Randall Hawkins—Executive Vice President—Chief Financial Officer

Randall Hawkins joined AIU as its Chief Financial Officer on September 1, 2020. In such office, he is responsible for all financial, human relations and computer technology functions and also will lead AIU's investor relations activities. Mr. Hawkins is an experienced leader with strong finance and strategic planning skills and has worked with several companies ranging from start-ups to a Fortune 100 publicly-traded company with significant international business activities. From November 2014 to May 2020, Hawkins was director of finance for BioMedical Enterprises, Inc. which was acquired by the DePuy Synthes medical device division of Johnson & Johnson. From August 2007 to November 2014, he was in the publishing industry with GlobalSCAPE, Inc. in San Antonio, Texas and during that time he was also the director of finance with Keystone Directories LLC, a capital investment firm portfolio company that publishes yellow pages directories in the United States. From August 2001 to April 2005, he served as CFO of Programming Concepts Inc. which developed educational programs for students with learning differences through 6 million catalogs mailed to teachers. He served previously as an international finance officer for Cooper Industries, Inc., a Fortune 100 multinational manufacturing conglomerate. Mr. Hawkins also is a certified public accountant (CPA) in Texas and a certified management accountant (CMA). He started his career in "Big 8" accounting firms: Ernst & Young and Arthur Andersen Systems Consulting from 8/1987 to 1/1992. He has a BBA in accounting and an MBA, both from Baylor University.

Clearday believes that Mr. Hawkin's knowledge of accounting, finance and human resource issues and professional certifications qualify him to serve as an executive of Clearday.

Richard M. Morris—Executive Vice President, General Counsel

Richard M. Morris has served as AIU's Executive Vice President and General Counsel since January 1, 2020. Mr. Morris has been practicing attorney since 1990, including being a Corporate partner with Herrick, Feinstein LLP, New York from 2002 to 2018 where he focused on securities and other regulatory matters; and as Corporate partner with Allegaert Berger & Vogel LLP, New York, New York, since November 2018 to January 2020. In such positions with law firms, Mr. Morris was AIU's primary corporate and transaction counsel. While serving as AIU's General Counsel since January, 2020, Mr. Morris continues to practice law as a partner of Wilson Williams LLC, a corporate transaction boutique firm in its New York City office. Prior to becoming a lawyer, Mr. Morris was an auditor with the Commodities Exchange, Inc. in New York and later focused on operations and financial management at Kidder Peabody & Co. He also was the U.S. Audit Manager for the financial division for a diversified Australian company. Mr. Morris has a B.S. in Accounting from New York University (1982) and a J.D. from Fordham University School of Law (1990), with bar admissions in New York and Connecticut.

Clearday believes that Mr. Morris' knowledge of legal and regulatory issues as well as corporate governance matters qualify him to serve as an executive of Clearday.

Gary Sawina—Executive Vice President—Director of Real Estate Operations

Mr. Sawina has served AIU as its Executive Vice President and Director of Real Estate since April 2011 and in such capacity is the officer that oversees all aspects of the development of AIU's real estate including the renovation of 8800 Village Drive, the design and build out spaces for AIU's Adult Day Care centers and management of all of AIU's MCA and hotel facilities. Mr. Sawina has directly overseen the management of numerous new construction projects ranging from $42 million to $500 million in capital expenditures. In response to the pandemic, Mr. Sawina designed retro-fits for the hotel properties so that rooms may be efficiently converted to negative pressure rooms. Mr. Sawina is a Las Vegas native and has had a career in gaming and hospitality of more than 40 years with senior positions. He held several gaming licenses, including Level 1 Gaming License—Nevada from 1990 to 2000; Level 1 Gaming License—Louisiana from 2002 to 2004; Level 1 Gaming License—Indiana from 2004 to 2010; and Owner's Liquor License—Clark County, Nevada from 1999 to 2001. Mr. Sawina holds his B.S. in Business and Hotel Administration from University of Nevada, Las Vegas (1979).

Clearday believes that Mr. Sawina's knowledge of real estate and insurance issues qualify him to serve as an executive of Clearday.

Employment Agreements

As of the date of this report, Clearday does not have any written employment agreements with any of its executive officers other than Mr. Hawkins.

Mr. Hawkins' employment agreement is dated September 1, 2020 and provides for the following.

- Appointment as Clearday's Executive Vice President, Chief Financial Officer who reports to the Chief Executive Officer and Chief Operating Officer of Clearday;

- Employment at will upon 60 days' notice subject to immediate termination by Clearday for "Cause" as defined in the employment agreement or by Mr. Hawkins for "Good Reason" as defined in the employment agreement;

- A base salary of $160,000 per annum;

- An equity based compensation bonus of $125,000 of options to purchase shares of Superconductor common stock under its equity incentive stock option plan which shall vest as follows: $50,000 of such options will vest at the end of one year of employment or September 1, 2021 and the remaining amount will vest equally in four (4) annual installments in arrears. In the event that the proposed merger with Superconductor is not consummated, then Mr. Hawkins will receive a similar option grant on the date that Clearday becomes a public reporting company as determined in good faith by the Compensation Committee;

- Employment benefits that are provided to the Clearday executives, generally;

- Additional compensation in the event of termination of employment other than for Cause or Good Reason or upon Mr. Hawkins' death or disability, that equal to salary continuation for a period that is generally extended for senior executives of Clearday;

- Customary covenants regarding the protection of confidential information the assignment of all intellectual property or inventions developed by Mr. Hawkins during his employment term and a covenant to not compete with business of Clearday during his employment term and for one year thereafter; and

- Other customary provisions.

The foregoing description of Mr. Hawkins' employment agreement is a summary only, is not intended to be complete, and is qualified in its entirety by reference to the full text of such agreement, which is filed as an exhibit to this Current Report on Form 8-K.

Directors

In accordance with the Merger Agreement, on closing date of the Merger, effective immediately prior to the effective time of the Merger, each of the Superconductor directors other than Jeffrey Quiram, resigned and Mr. Quiram then appointed the following directors to the class of directors and then Mr. Quiram resigned as a director of Clearday. None of these resignations were the result of any disagreements with Clearday relating to Clearday operations, policies or practices:

Members of the Board of Directors of Clearday as of the Effective Time of the Merger:

Class 1	Elizabeth M. Caveness and Jeffrey W. Coleman	Term expires at the next succeeding annual meeting after the Closing Date of the merger
Class 2	BJ Parrish and Alan Channing	Term expires at the second succeeding annual meeting after the Closing Date of the merger
Class 3	James T. Walesa and Robert J. Watson, Jr.	Term expires at the third succeeding annual meeting after the Closing Date of the merger

Alan H. Channing

Alan Channing became the principal officer of Channing Consulting Group, LLC following his retirement as President and CEO of the Sinai Health System, Chicago, Illinois, in 2014, a role he held for ten years. Sinai Health System, a safety net provider, is an integrated delivery system located on Chicago's west side. Under Mr. Channing's leadership, Sinai achieved national recognition for clinical quality, community engagement and benefit, addressing disparities and creating the concept of "pre-primary" care. Mr. Channing has been the CEO of several large teaching hospitals including Wishard Memorial in Indianapolis, Elmhurst Hospital Center in Queens, New York, and the renowned Bellevue Hospital Center in Manhattan. Channing has served as a resource to the Ohio Hospital Association, the Cleveland Center for Health Affairs, Greater New York Hospital Association and the Hospital Association of New York State. He has testified before the US Congress, the Ohio Senate, and both houses of the Illinois legislature. He served as chairman of the Illinois Hospital Association during a challenging legislative year and as board chairman of Family Health Network, a Medicaid man- aged care company. He serves as an advisor to several healthcare organizations including: AVIA Health which focuses on digital transformation for health care providers; 330 Partners which advises Federally Qualified Healthcare Clinics (FQHCs) on strategy, partnerships, and operations; and Genesis Orthopedics & Sports Medicine, a Chicago based orthopedic practice. Mr. Channing is active in many charities. He is a member of the Board of Directors of Medical Home Network (MHN), a not-for-profit collaborative that unites provider communities and diverse healthcare entities around a common goal: to redesign healthcare delivery and transform the way care is managed at the practice level. MHN began by focusing on Maternal and Child Health on the West and South Sides of Chicago. From October 2015 to present is an Algebra and Trig tutor with the New York City Public Schools. Mr. Channing graduated in 1968 with a B.S. Engineering /Industrial Management from the University of Cincinnati and in 2001 with a M.S. in Hospital Management from The Ohio State University where he retains an assistant professorship.

Clearday believes that Mr. Channing's experience and knowledge of approximately five decades in sophisticated hospital systems including his knowledge of the longevity care and wellness qualify him to serve as a member of the board of directors of the combined company.

Elizabeth M. Caveness

Beth Caveness, in 2001, founded Village Pharmacy of Hampstead Inc., an independent pharmacy located in Hampstead, North Carolina. She grew the business to four pharmacies and sold three to a pharmacy chain or other pharmacists. Dr. Caveness is active in advocacy and works on a state and national level to improve pharmacy. She is a member of National Community Pharmacists Association ("NCPA"), North Carolina Association of Pharmacists and Community Pharmacy Enhanced Services Networks and serves on the Independent Pharmacy Network committee of NCPA and will serve on the board of its political action committee. Dr. Caveness received her B.S. Biochemistry from North Carolina State University in 1986, a B.S. Pharmacy from the University of North Carolina at Chapel Hill in 1990 and her PharmD. from the University of North Carolina at Chapel Hill in 2005.

Clearday believes that Dr. Caveness' experience as a pharmacist of almost 35 years and her knowledge and advocacy of the evolutions in the businesses that provide pharmaceuticals, nutraceuticals and related products in the longevity care and wellness industry qualify her to serve as a member of the board of directors of the combined company.

Jeffrey A. Coleman

Jeffrey A. Coleman is an attorney with 20 years' experience in litigation and transactional work with a focus on elder and geriatric issues. This work has seen him represent an array of clients in his field, including professional fiduciaries, businesses, lenders, and individuals. He has also represented businesses as general counsel, including work as general counsel for a publicly traded company, Citadel Exploration, Inc. In his role as general counsel, he was responsible for risk analysis, negotiation, solving operational challenges, and successfully-completing acquisitions and divestitures. Mr. Coleman graduated from the University of California at Santa Barbara with high honors in 1997, and received a J.D. from Fordham University School of Law in 2000.

Clearday believes that Mr. Coleman's experience, including his role as the general counsel of a public company, an almost 20 years of legal experience qualify him to serve as a member of the board of directors of the combined company.

James T. Walesa.

Mr. Walesa's biographical information is provided above.

Robert J. Watson, Jr.

Robert Watson, since February 2017, has been the Chief Executive Officer of Pass Creek Resources, LLC, a privately owned oil and gas exploration and production company that is headquartered in San Antonio, Texas. From December 2010 to February 2017, Mr. Watson served as President, Chief Executive Officer, Secretary, and Director of EnerJex Resources, Inc. ("EnerJex") (NYSEMKT: ENRJ) a public company that acquires, develops, explores and produces domestic onshore oil and gas properties. At Pass Creek Resources, and while at EnerJex, Mr. Watson managed all aspects of the business, including asset opportunity evaluation and strategy implementation, evaluation of multiple strategic corporate opportunities. At EnerJex, Mr. Watson's experience also included execution of non-core asset divestitures, and the execution of multiple private and public market financings and various other public market transactions. Prior to EnerJex, in 2008, Mr. Watson founded Black Sable Energy, LLC to generate and develop conventional tight oil reservoirs in South Texas with a focus on driving economics with completion technology. In 2006, Mr. Watson founded Centerra Energy Partners which pursued natural gas prospects in the gulf coast region of South Texas. Prior to his career in the oil and gas industries, Mr. Watson worked in the private equity and investment banking businesses. From 2000 to 2006, Mr. Watson was a Senior Associate at American Capital, ("ACAS") (Nasdaq: ACAS), a publicly traded private equity firm and global asset manager with more than $75 billion of total assets under management. While at ACAS, Mr. Watson participated in the execution and management of 12 different debt and equity investments totaling $200 million of invested capital. ACAS increased its assets under management from $600 million to $6 billion during Mr. Watson's tenure. Mr. Watson served as a director on the board of Network for Medical Communications and Research, LLC and Consolidated Utility Services, Inc. while at ACAS. Mr. Watson began his career in the Energy Investment Banking Group at CIBC World Markets in Houston. Mr. Watson received his B.B.A in 1999 from Southern Methodist University with a concentration in finance. Mr. Watson is active in the San Antonio community and is a member of the Texas Cavaliers, a San Antonio charity that supports children through numerous programs and events.

Clearday believes that Mr. Watson's knowledge of the public company businesses including his supervision and oversight of SEC reporting and financial management and internal controls qualify him to serve as a member of the board of directors of the combined company.

Certain Director Relationships

There are no family relationships among Clearday's directors and executive officers. The individuals that have been elected to the directors or officers of Clearday have the following inter-related commercial relationships.

Mr. Parrish and Mr. Walesa

Mr. Parrish is an officer and a Director of Cibolo Creek, a private company, which has a beneficial ownership of investments in Citadel Exploration, Inc. ("Citadel"), a public company at which Mr. Walesa is the Chairman and has a beneficial ownership; and Gadsden Properties, Inc. ("Gadsden"), a public company at which Mr. Parrish and Mr. Walesa are directors. Mr. Walesa also has an investment interest in Cibolo Creek.

Mr. Parrish and Mr. Watson

Cibolo Creek also has a beneficial ownership in Pass Creek Resources, LLC, a private company at which Mr. Watson is the founder and CEO.

Mr. Walesa and Dr. Caveness

Mr. Walesa and Dr. Caveness are investors and members in the private company that owns Beacon Building, a medical office building in Hampstead, NC.

Mr. Coleman and Mr. Walesa

Mr. Coleman is a member of the law firm that provides services as the general counsel of Citadel.

In connection with the resignations and appointments of the directors referred to above, the Board has effected certain changes to the composition of various Board committees. Effective the Effective Time of the Merger, the composition of each of the Board's standing committees is as follows:

Audit Committee	**Compensation Committee**	**Corporate Governance & Nominating Committee**
Robert J. Watson, Jr. **^	Alan Channing *	Alan Channing *^
Alan Channing *	Elizabeth M. Caveness *^	Elizabeth M. Caveness *
Jeffrey W. Coleman *		Jeffrey W. Coleman *

* Is an independent director under the rules of the SEC and the listing standards.
** Clearday has determined that Robert J. Watson, Jr. is an "audit committee financial expert" as defined by the SEC regulations.
^ Chair of such Committee

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information contained in Item 2.01 and Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

Item 8.01 Other Events.

On September 9, 2021, in connection with the merger described above in this Current Report on Form 8-K, the Company changed its CUSIP number for its Common Stock to 184791 101. The trading symbol for the Company will trade during a 20 business day period following the closing of the Merger with a suffix “D”.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The Company intends to file the financial statements of the acquired business – the business of AIU, as required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information

The Company intends to file the pro forma financial information required by Item 9.0l (b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

No.	Description
2.1	Certificate of Merger effective September 9, 2021 at 6:00 pm Eastern Time regarding the merger of AIU Special Merger Company, Inc. with Allied Integral United, Inc. with Allied Integral United, Inc. being the surviving corporation.
3.1	Amendment to the Superconductor Restated Certificate of Incorporation re a Reverse Stock Split and to change the name of the Company
3.2	Amendment to the Superconductor Restated Certificate of Incorporation re to increase the number of authorized shares.
3.3	Certificate of Designation providing for the authorization of the Series F Preferred Stock
10.1	Employment Agreement of Randall Hawkins dated as of September 1, 2020
99.1	Press release issued by Clearday, Inc. on September 10, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CLEARDAY, INC.

By: */s/ James Walesa*
Name: James Walesa
Title: Chief Executive Officer

Dated September 10, 2021

Exhibit 2.1

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Allied Integral United, Inc., and the name of the corporation being merged into this surviving corporation is AIU Special Merger Company, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Allied Integral United, Inc., a Delaware corporation.

FOURTH: The amendments or changes in the certificate of incorporation of the surviving corporation as are desired to be effected by the merger (which amendments or changes may amend and restate the certificate of incorporation of the surviving corporation in its entirety), are as follows:

A. To change the name of the Corporation.

B. The total number of shares of the authorized capital stock of the Corporation shall be reduced to 1,000 shares of common stock, par value $0.01 per share.

C. The Corporation shall not have any other class of capital stock.

D. The certificate of incorporation of the surviving corporation, as so amended shall read in its entirety as follows:

FIRST. The name of the corporation is Clearday Operations, Inc. (the “Corporation”).

SECOND. The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent 19904. The name of the registered agent of the Corporation at such address is National Registered Agents, Inc,

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as now in effect or hereafter amended (the “DGCL”).

FOURTH. The total number of shares of all classes of stock which the Corporation shall have authority to issue is one thousand (1,000) shares, all of which shall be common stock, par value $.01 per share (the “Common Stock”).

FIFTH. Management by Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities expressly conferred upon the Board of Directors by statute or this Certificate of Incorporation or the bylaws of the Corporation, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as may be exercised or done by the Corporation.

SIXTH. Bylaws. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, alter, amend or repeal the bylaws of the Corporation without the assent or vote of the stockholders in any manner not inconsistent with applicable law or this Certificate of Incorporation.

SEVENTH.

1. Indemnification.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware 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 that the person is or was 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 actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person 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 the person's 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 the person 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 reasonable cause to believe that the person's conduct was unlawful.

(b) 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 the person is or was 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) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation; provided, 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 of Chancery of the State of Delaware or 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 by the Corporation for such expenses which the Court of Chancery or such other court shall deem proper.

2. Expenses. Expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall (in the case of any action, suit or proceeding against a director of the Corporation) or may (in the case of any action, suit or proceeding against an officer, trustee, employee or agent of the Corporation) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of a person so indemnified to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article Seventh.

3. Non-Exclusive Remedy; Insurance. The indemnification and other rights set forth in this Article Eighth shall not be exclusive of any provisions with respect thereto in the bylaws of the Corporation or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation. 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 such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability under this Article Seventh and applicable law, including the DGCL.

4. Limited Liability of Directors. No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(a) For any breach of the director's duty of loyalty to the Corporation or its stockholders;

(b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) Under Section 174 of the DGCL; or

(d) For any transaction from which the director derived an improper personal benefit.

If the DGCL is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL. as so amended.

5. Enforceability. Neither the amendment nor repeal of this Article Seventh nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article Seventh, shall eliminate or reduce the effect of this Article Seventh in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to the reimbursement of expenses pursuant to this Article Seventh if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

EIGHTH. Amendments. The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by the laws of the State of Delaware and, subject to the terms of this Certificate of Incorporation. all rights and powers conferred herein on stockholders, directors, officers and other persons, if any, are subject to this reserved power.

FIFTH: The merger is to become effective at 6:00 p.m. Eastern Time on September 9, 2021.

SIXTH: The Agreement of Merger is on file at c/o Clearday, Inc., 8800 Village Drive, Suite 106, San Antonio, Texas 78217, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 9th day of September, 2021.

By: */s/ James T. Walesa*

Name: James T. Walesa

Title: Chairman and Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
SUPERCONDUCTOR TECHNOLOGIES INC.

Superconductor Technologies Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is **Superconductor Technologies Inc.**

SECOND: The Corporation hereby amends Article I of the Restated Certificate of Incorporation of the Corporation as follows:

Article I of the Certificate of Incorporation, is hereby amended and restated to read, in its entirety, as follows:

Article I**:** The name of the Corporation is **Clearday, Inc.**

THIRD: The Corporation hereby amends Article IV of the Restated Certificate of Incorporation of the Corporation as follows:

Article IV of the Restated Certificate of Incorporation, is hereby amended to add Section 7, which shall read as follows:

Section 7. Effective as of 12:01 a.m., Eastern Time on September 9, 2021 each [●] shares of the issued and outstanding shares of Common Stock of this Corporation shall thereby and thereupon automatically be combined into one (1) validly issued, fully paid and non-assessable share of Common Stock of this Corporation (the "Reverse Stock Split"), with a reduction in the number of authorized shares of this Corporation's common stock by a corresponding ratio. No scrip or fractional shares will be issued by reason of the Reverse Stock Split. In lieu thereof, the Corporation will issue one whole share of the post-Reverse Stock Split Common Stock to any stockholder who otherwise would have received a fractional share as a result of the Reverse Stock Split."

FOURTH: The foregoing amendments have been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law, by approval of the Board of Directors of the Corporation by unanimous written consent on September 8, 2021 and by the affirmative vote of the holders of at least a majority of the outstanding shares of Common Stock of the Corporation entitled to vote thereon at a meeting held on August 10, 2021.

FIFTH: The effective time of the amendment herein certified shall be 12:01 a.m. Eastern Time on September 9, 2021.

[S***ignature page follows***]

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of Restated Certificate of Incorporation to be duly executed by its authorized officer this 8th day of September, 2021.

SUPERCONDUCTOR TECHNOLOGIES INC.

By: _____

William J. Buchanan
Chief Financial Officer

Exhibit 3.2

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
SUPERCONDUCTOR TECHNOLOGIES INC.

Superconductor Technologies Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies as follows:

1. That Section 1 of Article IV. of the Restated Certificate of Incorporation of the Company is hereby amended and restated to read in its entirety as follows:

Section 1. The Corporation is authorized to issue two classes of shares to be designated respectively Common Stock and Preferred Stock. The total number of shares of Common Stock which the Corporation shall have authority to issue is 80,000,000 shares, having a par value of $0.001 per share (the "Common Stock"), and the total number of shares of Preferred Stock this Corporation shall have authority to issue 10,000,000 shares, having a par value of $0.001 per share (the "Preferred Stock").

The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is authorized to determine or alter the powers, preferences and rights and the qualifications, limitations or restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and within the limitations or restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any such series subsequent to the issuance of shares of that series, to determine the designation of any series, and to fix the number of shares of any series. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

The Corporation shall from time to time in accordance with the laws of the State of Delaware increase the authorized amount of its Common Stock if at any time the number of shares of Common Stock remaining unissued and available for issuance shall not be sufficient to permit conversion of the Preferred Stock.

2. That the foregoing amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law by approval of the Board of Directors of the Company by unanimous written consent on September 8, 2021, and by the affirmative vote of the holders of at least a majority of the outstanding Common Stock of the Company entitled to vote thereon at the meeting of stockholders on August 10, 2021.

3. The effective time of the amendment herein certified shall be 12:02 a.m. Eastern Time on September 9, 2021.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of Restated Certificate of Incorporation to be duly executed by its authorized officer this 8th day of September, 2021.

SUPERCONDUCTOR TECHNOLOGIES INC.

By: */s/ William J. Buchanan*
William J. Buchanan
Chief Financial Officer

Exhibit 3.3

CLEARDAY, INC.
CERTIFICATE OF DESIGNATION OF
6.75% SERIES F CUMULATIVE CONVERTIBLE PREFERRED STOCK

Pursuant to Section 151 of the General Corporation Law of the State of Delaware, Clearday, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation") under the name Superconductor Technologies, Inc., in accordance with the provisions of Section 103 thereof, does hereby submit the following:

WHEREAS, the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") authorizes the issuance of up to ten million (10,000,000) shares of preferred stock, par value $0.001 per share, of the Corporation ("Preferred Stock") in one or more series, and expressly authorizes the Board of Directors of the Corporation (the "Board"), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series; and

WHEREAS, it is the desire of the Board to establish and fix the number of shares to be included in a new series of Preferred Stock and the designation, rights, preferences and limitations of the shares of such new series.

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby provide for the issue of a series of Preferred Stock and does hereby in this Certificate of Designation (the "Certificate of Designation") establish and fix and herein state and express the designation, rights, preferences, powers, restrictions and limitations of such series of Preferred Stock as follows:

1. "Definitions. For the purposes hereof, the following terms shall have the following meanings:

(a) "Business Day" means any day except any Saturday, any Sunday, any day which a federal legal holiday in the United States or on which banking institutions in the State of New York any day are authorized or required by law or other governmental action to close.

(b) "Common Stock" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

(c) "Deemed Liquidation Event" means:

(i) the acquisition by any Person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of shares of the Corporation entitling that person to exercise more than fifty percent (50%) of the total voting power of all shares of the Corporation entitled to vote generally in elections of directors (except that such person will be deemed to have beneficial ownership of all securities that such Person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition).

(ii) any consolidation or merger of the Corporation in which the Corporation is not the surviving entity, to the extent that (x) in connection therewith, the holders of Common Stock receive as consideration, whether in whole or in part, for such Common Stock (1) cash, (2) notes, debentures or other evidences of indebtedness or obligations to pay cash or (3) preferred stock of the surviving entity (whether or not the surviving entity is the Corporation) which ranks on a parity with or senior to the preferred stock received by holders of the Series F Preferred Stock with respect to liquidation or dividends or (y) the holders of the Series F Preferred Stock do not receive preferred stock of the surviving entity, or a Person that owns on the date of such consolidation or merger 100% of the surviving entity, with rights, powers and preferences equal to (or more favorable to the holders than) the rights, powers and preferences of the Series F Preferred Stock; or

(iii) the sale, lease, transfer or other disposition (but not a consolidation or merger described in clause (ii) of this definition), in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, except where such sale, lease, transfer or other disposition is to a wholly -owned subsidiary of the Corporation.

(d) "Holder" means a holder of shares of Series F Preferred Stock.

(e) "Junior Securities" means the means, collectively, the Common Stock and any other class of securities hereafter authorized by the Corporation that is specifically designated as junior to the Series F Preferred Stock.

(f) "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(g) "Requisite Holders" means Holders of more than fifty (50%) percent of the issued and outstanding shares of Series F Preferred Stock.

(h) "SEC" means the U.S. Securities and Exchange Commission.

(i) "Securities Exchange or Market" means a United States national securities exchange that has registered with the SEC under Section 6 of the Securities Exchange Act of 1934) as amended or any similar exchange located in Canada or any other jurisdiction that has an active trading market that is similar to a Trading Market) including without limitation, the Canadian Securities Exchange). The Toronto Stock Exchange or the TSX Venture Exchange.

(j) "Senior Securities" means any class or series of preferred stock of the Corporation hereafter authorized by the Corporation that is specifically designated as junior to the Series F Preferred Stock.

(k) "Series F Original Issue Date" of any share of Series F Preferred Stock means the date on which such share of the Series F Preferred Stock was issued.

(l) "Series F Original Issue Price" means $20.00 per share.

(m) "Series F Preferred Stock" means the Corporation's Series F 6.750% Cumulative Convertible Preferred Stock) par value $0.001 per share.

(n) "Trading Day" means a day on which the principal Trading Market is open for business.

(o) "Trading Market" means any of the NYSE, the NYSE American, NASDAQ, the OTC Bulletin Board system, the OTCQX market or the OTCQB market operated by OTC Markets Group or any other market, which may include a Canadian market such as the Canadian Securities Exchange, The Toronto Stock Exchange or the TSX Venture Exchange, on which the Common Stock may be listed or quoted for trading on the date in question, including without limitation the OTC Pink Sheet market.

2. Designation. Amount and Par Value. The series of preferred stock shall be designated as 6.75% Series F Cumulative Convertible Preferred Stock, par value $0.01 per share (the "Series F Preferred Stock"), and the number of shares so designated shall be 5,000,000. Each share of Series F Preferred Stock shall have a stated value equal to the Series F Original Issue Price.

3. Ranking. The Series F Preferred Stock will, with respect to rights to receive dividends and to participate in distributions or payments upon liquidation, dissolution or winding up of the Corporation) rank (a) senior to the Common Stock and any Junior Securities, (b) junior to any Senior Securities, and (c) on parity with any class or series of capital stock of the Corporation expressly designated as ranking on parity with the Series F Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation, other than the capital stock referred to in clause (c) (the "Parity Securities").

4. Dividends.

(a) Dividends in General.

(i) Each Holder of Series F Preferred Stock shall be entitled to receive cumulative dividends on each share of Series F Preferred Stock held by such Holder at the rate of six and three quarters percent (6.75%) per annum of the Series F Original Issue Price (the "Total Dividend") from the Series F Original Issue Date of such share or the Dividend Payment Date for which a dividend has been paid, as applicable.

(ii) Dividends shall be computed in respect of the quarterly periods ending March 31, June 30, September 30 and December 31, or if any such date for payment is not a Business Day, on the Business Day next succeeding such day (each such date being a "Dividend Record Date").

(iii) Dividends shall be paid on such Dividend Record Date or promptly thereafter on or prior to the day that is 15 days after each such Dividend Record Date, regardless of whether any dividends have been paid or declared and set aside for payment on such date, each such payment date being a "Dividend Payment Date"); provided, that dividends shall continue to be accrued as of each Dividend Payment Date prior to such first payment date.

(iv) Dividends which have accrued as of any applicable date with respect to the Series F Preferred Stock and remain unpaid as of such date are referred to herein as "Accrued Dividends".

(b) Payment of Dividends. The Corporation shall pay the dividends that accrue on each share of the Series F Preferred Stock commencing on the Series F Original Issue Date of such share or the Dividend Payment Date for which a dividend has been paid, as applicable, at the option of Corporation in cash or by issuing shares of Series F Preferred Stock ("Dividend Shares") as follows:

(i) Cash.

(1) The Corporation may provide a notice to the Holders of the Series F Preferred Stock as of the applicable Dividend Record Date that the Corporation will pay the dividend on account of the shares of Series F Preferred Stock for such quarterly period in cash. If such notice is timely provided to such Holders (as provided below), then such dividend shall be paid in cash. If such notice is not timely provided to such Holders (as provided below), then such dividend shall be payable in Dividend Shares, as provided below.

(2) Any such notice referred to in Section 4(b)(i)(1) of this Certificate of Designation, may, unless prohibited by applicable law, be made in the manner provided in Section 9(a) of this Certificate of Designation, or by a posting of such notice on the bylaws, a press release, by electronic means or any other manner described in the notice to the Holders of the Series F Preferred Stock in any proxy or information statement provided by the Corporation to its stockholders for its annual meeting.

(3) Any notice referred to in Section 4(b)(i)(l) of this Certificate of Designation, may be provided not earlier than 60 days nor later than 3 Business Days prior to the applicable Dividend Record Date.

(4) All dividends payable in cash hereunder shall be made in lawful money of the United States of America to each Holder in whose name the Series F Preferred Stock is registered as set forth on the books and records of the Corporation. Such payments shall be made by wire transfer of immediately available funds to the account such Holder may from time to time designate by written notice to the Corporation or by Corporation check or by credit to the account of such Holder through customary dividend payment processes, in each case, without any deduction, withholding or offset for any reason whatsoever except to the extent required by law.

(ii) Stock Dividend Payments. The aggregate number of Dividend Shares issuable in connection with the payment by the Corporation for the payment of the dividend on the Series F Preferred Stock under this paragraph as of any Dividend Payment Date shall be equal to: (1) the aggregate Accrued Dividend as of such Divided Payment Date; (2) divided by the Series F Original Issue Price.

(c) Reservation of Series F Preferred Stock. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Series F Preferred Stock for the sole purpose of issuance of Dividend Shares, not less than such aggregate number of Dividend Shares payable upon a Dividend Payment Date. The Corporation covenants that all Dividend Shares that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

(d) Additional Provisions. Except as otherwise permitted with the consent of the Requisite Holders:

(i) So long as any shares of Series F Preferred Stock are outstanding, except as described in the immediately following sentence and Section 5(b) of this Certificate of Designation, no dividends shall be authorized and declared or paid or set apart for payment on any series or class or classes of Parity Securities for any period unless full cumulative dividends have been declared and paid or are contemporaneously declared and paid or declared and a sum sufficient for the payment thereof set apart for such payment on the Series F Preferred Stock for all prior dividend periods. When dividends are not paid in full or a sum sufficient for such payment is not set apart, as aforesaid, all dividends authorized and declared upon the Series F Preferred Stock and all dividends authorized and declared upon any other series or class or classes of Parity Securities shall be authorized and declared ratably in proportion to the respective amounts of dividends accumulated and unpaid on the Series F Preferred Stock and such Parity Securities. In the event that any dividends payable on Parity Securities are paid in cash, such cash shall be paid ratably in proportion to the respective amounts of dividends accumulated and unpaid on the Series F Preferred Stock and such Parity Securities.

(ii) So long as any shares of Series F Preferred Stock are outstanding, no dividends (other than dividends or distributions paid solely in Junior Securities of, or in options, warrants or rights to subscribe for or purchase, Junior Securities) shall be authorized and declared or paid or set apart for payment or other distribution authorized and declared or made upon Junior Securities, nor shall any Parity Securities or Junior Securities be redeemed, purchased or otherwise acquired for any consideration (other than a redemption, purchase or other acquisition of Common Stock made for purposes of and in compliance with requirements of an employee incentive or benefit plan of the Corporation or any subsidiary) by the Corporation, directly or indirectly (except by conversion into or exchange for Junior Shares), unless in each case full cumulative dividends on all outstanding shares of Series F Preferred Stock and any Parity Shares at the time such dividends are payable shall have been paid or set apart for payment for all past dividend periods with respect to the Series F Preferred Stock and all past dividend periods with respect to such Parity Shares.

(iii) Any dividend payment made on the Series F Preferred Stock shall first be credited against the earliest accrued but unpaid dividend due with respect to such shares which remains payable.

5. Liquidation.

(a) Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event") or Deemed Liquidation Event, unless the Holders, voting as a single class, at a meeting of such Holders elect that a transaction is not a Deemed Liquidation Event, the Holders then outstanding shall be entitled to be paid a liquidation preference out of the assets of the Corporation available for distribution to its stockholders: (i) after payment, and subordinate to, the full payment then owed to the holders of Senior Securities then outstanding, if any; (ii) before any payment shall be made to the holders of Junior Securities by reason of their ownership thereof, and (iii) pari passu with the holders of shares of Parity Securities on a pro rata basis (as provided in Section 4 of this Certificate of Designation) in an amount per share equal to the Series F Original Issue Price, plus any unpaid Accrued Dividends. The Corporation shall provide written notice of any Liquidation Event or Deemed Liquidation event promptly to each Holder, and not less than fifteen (15) days prior to the payment date stated therein.

(b) Insufficient Assets. If upon any such Liquidation Event or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Holders the full amount to which they shall be entitled under this Section 5 of this Certificate of Designation, the Holders shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

6. Voting Rights.

(a) General Voting Rights. Subject to the provisions of Section 6 of this Certificate of Designation, including without limitation Section 6(c) of this Certificate of Designation, on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each Holder shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series F Preferred Stock held by such Holder are convertible as of the record date for determining stockholders entitled to vote on such matter (subject to the conversion limitations hereunder) and shall be entitled to notice of any stockholders' meeting. Subject to the provisions of Section 6 of this Certificate of Designation, except as provided by law or by the other provisions of this Certificate of Designation, the Holders shall vote together with the holders of shares of Common Stock and all other securities of the Corporation with the right to vote at any meeting of the stockholders of the Corporation, on an as converted basis, as a single class.

(b) Other Voting Rights.

(i) Except as provided by law or by the other provisions of this Certificate of Designation, the Holders shall not have any other voting rights.

(ii) For as long as any shares of Series F Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Requisite Holders, take any of the following actions:

(1) alter or change adversely the powers, preferences or rights given to the Series F Preferred Stock or alter or amend this Certificate of Designation or the certificate of incorporation, bylaws or any similar document of the Corporation, in any such case, in a manner that is adverse to the Holders of the Series F Preferred Stock other than for an amendment approved by the stockholders of the Corporation (even if such amendment is adverse to the Holders of the Series F Preferred Stock) that is not disproportionately adverse to rights of the Holders of the Series F Preferred Stock;

(2) pay any divided on account to any of the capital stock of the Corporation, other than on account of any Senior Securities, for any period during which the Accrued Dividend of the Series F Preferred Stock has not been paid past the date such payment was required to be made;

(3) during the period that the Accrued Dividend of the Series F Preferred Stock has not been paid past the date such payment was required to be made, redeem any shares of the Corporation's capital stock, other than: (x) shares of any Senior Securities or (y) Common Stock pursuant to employee or consultant agreements giving the Corporation the right to repurchase shares at the original cost thereof upon the termination of services and provided that such repurchase is approved by the Corporation's Board of Directors;

(4) enter into any agreement with respect to any of the foregoing; or

(5) enter into any agreement, amend or modify any existing agreement or obligation, or issue any security that prohibits, conflicts or is inconsistent with, or would be breached by, the Corporation's performance of its obligations hereunder.

(c) LIMITATION ON VOTING RIGHTS. Notwithstanding the provisions of this Certificate of Designation to the contrary, no Holder shall be able to vote, in such Holder's capacity as a Holder of Series F Preferred Stock, and the rights under the Series F Preferred Stock shall not have, any right to vote on any of the following matters, except to the extent that any such voting right is required under the General Corporation Law of the State of Delaware:

(i) [reserved];

(ii) Any subdivision or combination its outstanding shares of Common Stock, including by any stock split or stock dividend of Common Stock, which would cause a change in the Conversion Rate under Section 8(b)(i) of this Certificate of Designation.

7. Redeemed or Otherwise Acquired Shares.

(a) Any shares of Series F Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be held by the Corporation as treasury stock that may be reissued, sold or transferred in the discretion of the Board or, by resolution of the Board, be cancelled and retired. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the Holders of Series F Preferred Stock following redemption.

(b) The Corporation shall be permitted to issue shares of Series F Preferred Stock in exchange of shares of Common Stock that would be issued in accordance with Section 8(c) of this Certificate of Designation on such terms as determined by the Board.

8. Conversion Rights.

(a) Definitions. For the purposes of this Section 8 of this Certificate of Designation, the following terms shall have the following meanings:

(i) "Conversion Date" has the meaning set forth in Section 8(c) of this Certificate of Designation.

(ii) "Conversion Rate" means the number of shares of Common Stock equal to 2.384656 shares for each share of Series F Preferred Stock, as adjusted as provided in Section 8(b) of this Certificate of Designation.

(iii) "DTC" means The Depository Trust Corporation or any successor entity.

(iv) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(v) "Initial Conversion Date" means that date that is 180 days after the date that the Common Stock of the Corporation is registered under the or the Corporation is subject to the reporting requirements of the (the "Exchange Act"), or if either such day is not a Business Day, then on immediately following Business Day.

(vi) "Permitted Conversion Amount" means a cumulative aggregate number of shares of Common Stock equal to: (A) 15% of the shares represented by the share of Series F Preferred Stock, which calculation is made each 90 day period from and after the Initial Conversion Date, less (B) the number of shares of Common Stock that have been issued upon conversion of such share of Series F Preferred Stock under Section 8(c) of this Certificate of Designation, as adjusted as provided in Section 8(b) of this Certificate of Designation.

(vii) "Securities Act" means the Securities Act of 1933, as amended.

(b) Fundamental Transactions. The Conversion Ratio set forth above shall be appropriate adjusted for any of the following transactions as provided in this Section 8(b) of this Certificate of Designation.

(i) Stock Splits and Combinations. If the Corporation shall at any time subdivide or combine its outstanding shares of Common Stock, including by any stock split or stock dividend of Common Stock, then the Conversion Ratio shall, after that subdivision or combination, evidence the right to purchase the number of shares of Common Stock that would have been issuable as a result of that change with respect to the shares of Common Stock which were issuable upon conversion of the Series F Preferred Stock immediately before that subdivision or combination. Any adjustment under this section shall become effective at the close of business on the date the subdivision or combination becomes effective.

(ii) Reclassification, Exchange and Substitution. If the Common Stock issuable upon the conversion of the Series F Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares provided for above), the shares of Common Stock that will be issued upon any such conversion of the Series F Preferred Stock shall be equal to that number of shares of Common Stock that would have been issued if the shares of Series F Preferred Stock were converted immediately prior to such transaction and such Holder also then received such other shares as a result of such transaction.

(iii) Reorganizations, Mergers, Consolidations Or Sale Of Assets. If at any time there shall be a capital reorganization of the Corporation's Common Stock (other than a combination, reclassification, exchange, or subdivision of shares provided for elsewhere above) or merger or consolidation of the Corporation with or into another entity, or the sale of the Corporation's properties and assets as, or substantially as, an entirety to any other person or entity, then, as a part of such reorganization, merger, consolidation or sale, lawful provision shall be made so that the Holder of the Series F Preferred Stock shall thereafter be entitled to receive upon conversion of the Series F Preferred Stock, the number of shares of Common Stock or other securities or property of the Corporation, or of the successor entity resulting from such merger or consolidation, to which a Holder of the Common Stock deliverable upon the conversion of the Series F Preferred Stock would have been entitled in such capital reorganization, merger, or consolidation or sale if the Series F Preferred Stock had been converted immediately before that capital reorganization, merger, consolidation, or sale. In any such case, appropriate adjustment (as determined in good faith by the Corporation's Board of Directors) shall be made in the application of the provisions of this Certificate of Designation with respect to the rights and interests of the Holder of the Series F Preferred Stock after the reorganization, merger, consolidation, or sale to the end that the provisions of this Certificate of Designation shall be applicable after that event, as near as reasonably may be, in relation to any shares or other property deliverable after that event upon conversion of the Series F Preferred Stock.

(c) Automatic Conversion. The shares of the Series F Preferred Stock shall be converted into shares of Common Stock of the Corporation on the date (an "Automatic Conversion Date") as follows:

(i) [reserved]

(ii) The Corporation may, in its discretion, cause the conversion of any or all of the shares of Series F Preferred Stock, without any action on the part of Holders, into shares of Common Stock at the applicable Conversion Rate, as follows:

(1) on the date that the shares of Common Stock of the Corporation are listed on a Securities Exchange or Market, if the Corporation so elects on or prior to the date of such listing or any date that is not more than 30 days after the date of such listing; or

(2) the closing date of an underwritten public offering of the Common Stock providing aggregate gross proceeds to the Corporation equal to, or in excess of, $5,000,000.

(iii) The Corporation shall not issue fractional shares of Common Stock upon the conversion of shares of Series F Preferred Stock pursuant to Section 8(c) of this Certificate of Designation. Instead the Corporation shall at its option either (1) pay the cash value of such fractional shares based upon: (x) the closing bid price ("Closing Sale Price") of its Common Stock on the Trading Day immediately prior to the Automatic Conversion Date; or (y) in the event of an Automatic Conversion Date occurring based on the event described in Section 8(c)(ii)(2) of this Certificate of Designation, the price per share in such public offering; or (2) round up the factional shares to the next whole number.

(iv) As promptly as practicable after the Automatic Conversion Date, the Corporation shall deliver or cause to be delivered certificates representing the number of validly issued) fully paid and non-assessable shares of Common Stock to which the holders of shares of such Series F Preferred Stock shall be entitled. This conversion shall be deemed to have been made at the close of business on the Automatic Conversion Date so that the rights of the Holder as to the shares of Series F Preferred Stock shall cease except for the right to receive the conversion value, and) if applicable) the Person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of those shares of Common Stock at that time on that date.

(d) Conversion at Holder's Option.

(i) From and after the Initial Conversion Date, subject to the provisions of Section 8(e) of this Certificate of Designation, each of the Holders, at their option, may, at any time and from time to time, convert some or all of their outstanding shares of Series F Preferred Stock into Common Stock, up to the then Permitted Conversion Amount, at the then applicable Conversion Rate; provided, that unless such Holder is converted all of such Holder's Series F Preferred Stock) the number of shares of Common Stock to be issued upon such conversion as set forth by the Holder in the applicable Conversion Notice shall not provide for any fractional shares of Common Stock.

(ii) The Corporation shall not issue fractional shares of Common Stock upon the conversion of shares of Series F Preferred Stock. Instead, the Corporation shall at its option either (1) pay the cash value of such fractional shares based upon the Closing Sale Price of its Common Stock on the Trading Day immediately prior to the date on which the certificate or certificates representing the shares of Series F Preferred Stock to be converted are surrendered accompanied by a written notice of conversion and any required transfer taxes (the "Voluntary Conversion Date", and together with the Automatic Conversion Date, a "Conversion Date"); or (2) round up the factional shares to the next whole number

(iii) Holders' Conversion Procedures.

(1) Holders may convert some or all of their shares of Series F Preferred Stock by surrendering to the Corporation at its principal office or at the office of its transfer agent, as may be designated by the Board of Directors, the certificate or certificates for the shares of Series F Preferred Stock to be converted, accompanied by a written notice stating that the Holder elects to convert (a "Conversion Notice") all or a specified whole number of those shares in accordance with the provisions described in this Section 8(d) of this Certificate of Designation and specifying the name or names in which the Holder wishes the certificate or certificates for the shares of Common Stock to be issued. If the notice specifies a name or names other than the name of the Holder, the notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in that name or names. Other than such transfer taxes, the Corporation shall pay any documentary, stamp or similar issue or transfer taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series F Preferred Stock. The date on which the Corporation has received all of the surrendered certificate or certificates, the notice relating to the conversion and payment of all required transfer taxes, if any, or the demonstration to the Corporation's satisfaction that those taxes have been paid, shall be deemed the Conversion Date with respect to a share of Series F Preferred Stock. As promptly as practicable after the Conversion Date with respect to any shares of Series F Preferred Stock, the Corporation shall deliver or cause to be delivered (A) certificates representing the number of validly issued, fully paid and non -assessable shares of Common Stock to which the holders of shares of such Series F Preferred Stock, or the transferee of the holder of such shares of Series F Preferred Stock, shall be entitled and (B) if less than the full number of shares of Series F Preferred Stock represented by the surrendered certificate or certificates is being converted, a new certificate or certificates, of like tenor, for the number of shares represented by the surrendered certificate or certificates, less the number of shares being converted. This conversion shall be deemed to have been made at the close of business on the Conversion Date so that the rights of the Holder as to the shares being converted shall cease except for the right to receive the conversion value, and, if applicable, the Person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of those shares of Common Stock at that time on that date.

(2) In lieu of the foregoing procedures, if the Series F Preferred Stock is held in global certificate form, the Holder must comply with the procedures of DTC to convert its beneficial interest in respect of the Series F Preferred Stock represented by a global stock certificate of the Series F Preferred Stock.

(3) If more than one share of Series F Preferred Stock is surrendered for conversion by the same holder at the same time, the number of whole shares of Common Stock issuable upon conversion of those shares of Series F Preferred Stock shall be computed on the basis of the total number of shares of Series F Preferred Stock so surrendered.

(e) Limitation of the Number of Shares issued upon conversion of the Series F Preferred Stock

(i) Notwithstanding anything herein to the contrary, a Holder may not convert such Holder's outstanding shares of Series F Preferred Stock into Common Stock if such conversion would cause such Holder (or any other Person that is an affiliate, within the meaning of the Securities Act, of such Holder) to beneficially own more than 4.99% of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such conversion) (the "Maximum Percentage"). For the avoidance of doubt, except as otherwise provided herein in connection with a transaction described in Section 8(b) of this Certificate of Designation (a "Fundamental Transaction"), shares of the Series F Preferred Stock may not be converted in whole or in part if the Holder's Beneficial Ownership (as calculated herein) exceeds the Maximum Percentage prior to such conversion.

(ii) For such purposes, "Beneficial Ownership" shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(iii) This provision shall not restrict the number of shares of Common Stock which a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction or under Section 8(c)(ii) of this Certificate of Designation. Accordingly, there shall not be any such limitation of the shares of Common Stock that would be issued to a Holder upon any conversion that is at the election of the Corporation under Section 8(c)(ii) of this Certificate of Designation.

(iv) This restriction may not be waived except by the Holder providing a notice to the Corporation as provided herein.

(v) For any reason at any time, upon the written or oral request of the Holder, the Corporation shall promptly confirm in writing (which may be by electronic mail) to the Holder the number of shares of Common Stock then outstanding.

(vi) To the extent that the limitation contained in this Section S(e) of this Certificate of Designation applies, the determination of whether Series F Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates) and of which a portion of any shares of Series F Preferred Stock that may be converted shall be in the sole discretion of a Holder, and the submission of a notice of conversion shall be deemed to be each Holder's determination of whether the shares of Series F Preferred Stock may be converted, in whole or in part (in relation to other securities owned by such Holder together with any Affiliates) and of which portion of the shares of Series F Preferred Stock then held by such Holder are convertible, in each case subject to such aggregate percentage limitation, and the Corporation shall have no obligation to verify or confirm the accuracy of such determination other than its obligation, upon the Holder's request, confirm in writing to the Holder the number of shares of Common Stock then outstanding.

(vii) Notwithstanding any provision of this Section 8(e) of this Certificate of Designation to the contrary, the limitations on the conversion of the Series F Preferred Stock under this Section 8(e) of this Certificate of Designation shall not be applicable from and after the date that is 61 days after the date that the Holder provides written notice to the Corporation that the Holder elects to have Beneficial Ownership of the Corporation's Common Stock in excess of the Maximum Percentage, in which case such Holder shall have the right to convert any or all shares of Series F Preferred Stock of such Holder without the limitations of this Section 8(e) of this Certificate of Designation; provided, that the limitations of this Section 8(e) of this Certificate of Designation shall again be applicable to any assignee of such shares of Series F Preferred Stock (that were held by the Holder the date such notice is delivered to the Corporation) until 61 days after such assignee provides such notice to the Corporation.

(f) Reservation of Shares. The Corporation shall at all times reserve and keep available, free from preemptive rights out of the Corporation's authorized but unissued shares of capital stock, for issuance upon the conversion of shares of Series F Preferred Stock, a number of the Corporation's authorized but unissued shares of Common Stock that shall from time to time be sufficient to permit the conversion of all outstanding shares of Series F Preferred Stock.

(g) Compliance with Laws; Validity, etc., of Common Stock. Before the delivery of any securities upon conversion of shares of Series F Preferred Stock, the Corporation shall comply with all applicable federal and state laws and regulations. All shares of Common Stock delivered upon conversion of shares of Series F Preferred Stock shall, upon delivery, be duly and validly issued, fully paid and non-assessable, free of all liens and charges, not subject to any preemptive rights and without restriction (whether under Rule 144 or otherwise).

(h) Payment of Dividends Upon Conversion.

(i) Upon the conversion of any shares of Series F Preferred Stock, such Series F Preferred Stock shall cease to cumulate dividends as of the end of the Conversion Date, and the Holder shall not receive any payment in an amount equal to accrued and unpaid dividends on the shares of Series F Preferred Stock, except in those limited circumstances discussed below in this Section 8(h) of this Certificate of Designation. Except as provided below in this Section 8(h) of this Certificate of Designation, the Corporation shall make no payment for accrued and unpaid dividends, whether or not in arrears, on shares of Series F Preferred Stock that have been converted.

(ii) If a Conversion Date occurs before the close of business on a Dividend Record Date, the Holder shall not be entitled to receive any portion of the dividend payable on such shares of converted stock on the corresponding Dividend Payment Date.

(iii) If a Conversion Date occurs after the Dividend Record Date but prior to the corresponding Dividend Payment Date, the Holder on the Dividend Record Date will receive on that Dividend Payment Date accrued dividends on those shares of Series F Preferred Stock, notwithstanding the conversion of those shares of Series F Preferred Stock prior to that Dividend Payment Date.

(i) Effect of Business Combinations. In the case of the following events (each a "business combination"):

(i) any recapitalization, reclassification or change of Common Stock (other than changes resulting from a subdivision or combination);

(ii) a consolidation, merger or combination involving the Corporation;

(iii) a sale, conveyance or lease to another corporation of all or

(iv) substantially all of the Corporation's property and assets (other than to one or more of the Corporation's subsidiaries); or

(v) a statutory share exchange,

in each case, as a result of which holders of Common Stock are entitled to receive stock, other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for Common Stock, a Holder shall be entitled thereafter to convert such shares of Series F Preferred Stock into the kind and amount of stock, other securities or other property or assets (including cash or any combination thereof) which the Holder would have owned or been entitled to receive upon such business combination as if such Holder held a number of shares of Common Stock equal to the Conversion Rate in effect on the effective date for such business combination, multiplied by the number of shares of Series F Preferred Stock held by such Holder. In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in such business combination, the Corporation shall make adequate provision whereby the Holders shall have a reasonable opportunity to determine the form of consideration into which all of the shares of Series F Preferred Stock, treated as a single class, shall be convertible from and after the effective date of such business combination. Such determination shall be based on the weighted average of elections made by the Holders who participate in such determination, shall be subject to any limitations to which all holders of Common Stock are subject, such as pro rata reductions applicable to any portion of the consideration payable in such business combination, and shall be conducted in such a manner as to be completed by the date which is the earliest of (1) the deadline for elections to be made by holders of Common Stock and (2) two business days prior to the anticipated effective date of the business combination.

The Corporation shall provide notice of the opportunity to determine the form of such consideration, as well as notice of the determination made by the Holders (and the weighted average of elections), by posting such notice with DTC and providing a copy of such notice to the Corporation's transfer agent. If the effective date of a business combination is delayed beyond the initially anticipated effective date, the Holders shall be given the opportunity to make subsequent similar determinations in regard to such delayed effective date. The Corporation may not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder to convert such Holder's shares of Series F Preferred Stock into shares of Common Stock prior to the effective date of such business combination.

9. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service or delivered by electronic mail, addressed to the Corporation, at the principal address of the Corporation or such other facsimile number, e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 9(a) of this Certificate of Designation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service or delivered by electronic mail addressed to each Holder at the facsimile number, e-mail address or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section of this Certificate of Designation prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section of this Certificate of Designation on a day that is not a Trading Day or later than 5:30p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Series F Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Series F Preferred Stock Certificate. If a Holder's Series F Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series F Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof.

(d) Amendments; Waiver. This Certificate of Designation maybe amended or any provision of this Certificate of Designation may be waived by the Corporation solely with the affirmative vote at a duly held meeting or written consent of the Requisite Holders. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders, except that a waiver by the Requisite Holders will constitute a waiver of all Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(f) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by the undersigned on this 10th day of September, 2021.

Clearday, Inc.

By: */s/ BJ Parrish*
Name: B.J. Parrish
Title: Executive Vice President and Chief Operating Officer

Exhibit 10.1

ALLIED INTEGRAL UNITED, INC.
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "**Agreement**") dated as of September 1, 2020 (the "**Effective Date**"), between ALLIED INTEGRAL UNITED, INC., a Delaware corporation that conducts business as Clearday (the "**Company**"), and RANDALL HAWKINS (the "**Employee**").

W I T N E S S E T H

WHEREAS, the Company desires to employ the Employee; and

WHEREAS, the Company and the Employee desire to enter into this Agreement as to the terms of the Employee's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. POSITION AND DUTIES.

During the Employment Term (as defined in Section 2), the Employee shall serve as the Chief Financial Officer of the Company and such of the Company's Affiliates as are determined by the Company from time to time. In this capacity, the Employee shall have the duties, authorities and responsibilities as are intended to be commensurate with such position, as the Company's Board of Directors (the "**Board**") shall designate to the Employee from time to time. The Employee shall report to the Chief Executive Officer Board. During the Employment Term, the Employee's principal place of business shall be at the Company's principal office (the "**Principal Office**") which shall be located at 8800 Village Drive, San Antonio, Texas or at such other location as may be determined from time to time by the Board during the Employment Term; provided, however, that the Employee understands and agrees that reasonable travel may be required by the Company from time to time for business reasons. During the Employment Term, the Employee shall devote all the Employee's working time and attention, and provide all the Employee's skill and effort, to performing his duties and responsibilities to the Company and the Company's Affiliates, provided, however, that the Employee shall not be prohibited from engaging in civic, charitable and professional activities for which he receives no compensation or other pecuniary advantage, provided that such activities, whether individually or aggregated with other permitted activities, do not violate Section 9 and do not materially interfere with the Employee's duties and responsibilities to the Company or its Affiliates or create a business conflict with the Company.

2. EMPLOYMENT TERM.

(a) Annual Review; Employment at Will. Your employment is subject annual review and your employment under the terms of this Agreement is terminable by Clearday for Cause or by you for Good Reason, or by either party upon 60 days' notice as provided in Section 6.

(b) Certain Definitions. For the purposes of this Agreement:

(i) "**Cause**" shall mean termination of your employment with the Company based upon the occurrence of one or more of the following which, with respect to clauses (1), (2) and (3) below, if curable, you have not cured within fourteen (14) days after you receive written notice from the Company specifying with reasonable particularity such occurrence:

(1) your refusal or material failure to perform your job duties and responsibilities (other than by reason of your serious physical or mental illness, injury or medical condition),

(2) your failure or refusal to comply in any material respect with material Company policies or lawful directives,

(3) your material breach of any contract or agreement between you and the Company (including but not limited to this letter agreement and any Employee Confidentiality and Assignment of Inventions Agreement or similar agreement between you and the Company), or your material breach of any statutory duty, fiduciary duty or any other obligation that you owe to the Company,

(4) your commission of an act of fraud, theft, embezzlement or other unlawful act against the Company or involving its property or assets or your engaging in unprofessional, unethical or other intentional acts that materially discredit the Company or are materially detrimental to the reputation, character or standing of the Company, or

(5) your indictment or conviction or nolo contendre or guilty plea with respect to any felony or crime of moral turpitude or commission of any act that is materially adverse to the Company including racist or offensive statements regarding any demographic as indicated by social or media reaction.

Following notice and cure as provided in the preceding sentence, upon any additional one-time occurrence of one or more of the events enumerated in that sentence, the Company may terminate your employment for Cause without notice and opportunity to cure. However, should the Company choose to offer you another opportunity to cure, it shall not be deemed a waiver of its rights under this provision.

(ii) "**Good Reason**" shall be deemed to exist only if the Company shall fail to correct within 30 days after receipt of written notice from you specifying in reasonable detail the reasons you believe one of the following events or conditions has occurred (provided such notice is delivered by you no later than 30 days after the initial existence of the occurrence): (1) a material diminution of your then current aggregate base salary and bonus participation (other than reductions that also affect other similarly situated employees) without your prior written agreement; (2) the material diminution of your authority, duties or responsibilities as an employee of the Company without your prior written agreement; or (3) the relocation of your position with the Company to a location that is greater than 50 miles from San Antonio, Texas, without your prior written agreement, provided that in all events the termination of your service with the Company shall not be treated as a termination for "**Good Reason**" unless such termination occurs not more than six (6) months following the initial existence of the occurrence of the event or condition claimed to constitute "Good Reason".

(c) "**Employment Term**" shall mean the period of time commencing on the Effective Date and ending on termination of this Agreement as provided above or in accordance with Section 6.

3. BASE SALARY.

The Employee's annual rate of base salary shall be $160,000. All base salary amounts shall be payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Employee's Base Salary shall be subject to annual review by the Board, and may be adjusted from time to time by the Board. The Employee's annual rate of base salary as determined herein from time to time shall constitute "**Base Salary**" for purposes of this Agreement.

4. BONUS.

(a) Equity Bonus. You will participate in all executive bonus plans, which includes participation in a discretionary cash bonus plan that will be effective after Clearday is a public company by registration or the proposed merger with Superconductor Technologies Inc. ("**SCON**") Such bonus incentives do not constitute a promise of payment and require that you must remain employed with the Company through the date that the incentive bonus is paid. Your actual bonus payout will depend on the Company's financial performance and assessment by the Compensation Committee of the Board (the "**Compensation Committee**") in good faith.

(b) Initial Option Award. You will receive $125,000 of options to purchase shares of SCON which to the fullest extent possible, will be incentive stock options. Such options will be granted under the SCON equity incentive plan and be issued at the closing of the proposed merger with SCON. Such options will vest as follows: (1) $50,000 of such options will vest at the end of one year of employment, if you have not committed conduct that constitutes Cause; and (2) the remaining amount will vest equally in four (4) annual installments in arrears, if you have not committed conduct that constitutes Cause. Conduct that constitutes Cause will permit the Company to redeem all options. In the event that the proposed merger with SCON is not consummated, then you will receive a similar option grant on the date that the Company becomes a public reporting company as determined in good faith by the Compensation Committee.

(c) Other Bonuses. In addition, subject to approval by the Compensation Committee, as a senior leader of the Company, after Clearday becomes a public company, you will be eligible for executive incentive plans and bonus for each year in which you remain employed by Clearday in good standing.

5. EMPLOYEE BENEFITS.

(a) Benefit Plans. The Employee and the Employee's eligible dependents shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its similarly-situated employees generally (including any pension, profit-sharing, health, disability, life insurance and deferred compensation plans), subject to satisfying the applicable eligibility requirements. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(b) Vacation. The Employee shall accrue vacation at a rate similar to other senior executives in effect in accordance with the vacation policy of Clearday.

(c) Business Expenses. Upon presentation of appropriate documentation, the Employee shall be reimbursed promptly in accordance with the Company's expense reimbursement policy, for all reasonable business expenses incurred in connection with the performance of the Employee's duties hereunder, if any, and the Company's policies with regard thereto.

6. TERMINATION.

The Employee's employment and the Employment Term shall terminate on the first of the following to occur:

(a) Disability. Immediately upon written notice by the Company to the Employee of a termination for Disability. For purposes of this Agreement, "Disability" means the Employee's inability to perform the Employee's duties hereunder for a period of at least one hundred eighty (180) consecutive days or an aggregate of six (6) months in any twelve (12)-consecutive month period, due to the Employee's injury or physical or mental illness. Evidence of such injury or physical or mental illness shall be certified by a physician licensed to practice in the state of residence of the Employee selected by the Employee and approved by the Compensation Committee. If the Compensation Committee does not approve a physician selected by the Employee, then one physician shall be selected by the Compensation Committee and one by the Employee, and the two physicians shall attempt to mutually agree upon such injury or physical or mental illness. If the two physicians cannot agree, then the two physicians shall jointly select a third physician, whose opinion on such physical or mental illness shall control.

(b) Death. Automatically on the date of death of the Employee.

(c) Cause. Immediately upon written notice by the Company to the Employee of a termination for Cause.

(d) Without Cause. Upon written notice by the Company to the Employee of an involuntary termination without Cause (other than for death or Disability), which notice shall be provided at least 60 days prior to the effective date of such termination.

(e) For Good Reason. Upon written notice by the Employee to the Company of a termination for Good Reason. "

(f) Without Good Reason. Upon written notice by the Employee to the Company of the Employee's voluntary termination of employment without Good Reason (which the Company may, in its sole discretion, make effective earlier than any notice date), which notice shall be provided at least 60 days prior to the effective date of such termination.

7. CONSEQUENCES OF TERMINATION.

(a) Termination For Cause Or Without Good Reason. If the Employee's employment is terminated by the Company for Cause, by the Employee without Good Reason, then the Employee shall be entitled to the following:

(i) any unpaid Base Salary through the date of termination payable in accordance with the regular payroll practices of the Company;

(ii) reimbursement for any unreimbursed business expenses incurred through the date of termination paid promptly in accordance with Sections 5(c) and 22(b)(iv); and

(iii) all other applicable payments, benefits or fringe benefits to which the Employee shall be entitled under, and paid or provided in accordance with, the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement (collectively, Sections 7(a)(i) through 7(a)(iii) payable in accordance with this Section 7(a) shall be hereafter referred to as the "**Accrued Benefits**").

(b) Death. If the Employee's employment terminates on account of the Employee's death, then the Employee's estate shall be entitled to the Accrued Benefits, at the same time and manner as provided in Section 7(a).

(c) Disability. If the Employee's employment terminates on account of the Employee's Disability, then the Employee shall be entitled to (i) the Accrued Benefits, in the same time and manner as provided in Section 7(a) and (ii) subject to Employee's ongoing compliance with the obligations in Sections 8 and 9, the Company shall pay or provide the Employee, subject to (A) the Employee's and/or the Employee's covered dependent's or dependents', as applicable, timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), and (B) the Employee's continued copayment of premiums at the same level and cost to the Employee as if the Employee were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), continued participation in the Company's (or an Affiliate's, to the extent the Employee's group health plan coverage immediately prior to the effective date of the Employee's termination of employment is through an Affiliate) group health plan (to the extent permitted under applicable law and the terms of such plan) which covers the Employee and the Employee's covered dependent(s), as applicable, in a manner intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended (the "**Code**") for a period commencing on the effective date of the Employee's termination of employment and ending six (6) months following the effective date of the Employee's termination of employment, at the Company's expense (other than as set for in sub-section (B) of this Section 7(c)(ii)); provided, however, that the Employee is eligible and remains eligible for COBRA coverage; provided further, however, that, if the Employee becomes eligible to participate in the group health plans of a subsequent employer, then such continuation of coverage by the Company under this Section 7(c)(ii) shall immediately cease; and provided further, however, that, notwithstanding the expiration of such twelve month period of coverage at the Company's expense, nothing herein shall limit Employee's ability or the ability of the Employee's covered dependent(s), as applicable, to continue participation under such coverage at his own expense pursuant to COBRA for the duration of any period of eligibility under COBRA. The benefit payable in accordance with Section 7(c)(ii) shall be hereafter referred to as the "**COBRA Benefits**."

(d) Termination Without Cause Or For Good Reason. If the Employee's employment is terminated by the Company other than for Cause or Disability, by the Employee for Good Reason, or as a result of the Company's non-extension of the Employment Term as provided in Section 2, the Employee shall be entitled to the Accrued Benefits, in the same time and manner as provided in Section 7(a), and the following payments and benefits subject to Employee's ongoing compliance with the obligations in Sections 8, and 9:

(i) the COBRA Benefits; and

(ii) continued payment of the Employee's Base Salary for a period that is generally extended for senior executives of the Company.

Payments and benefits provided in this Section 7(d) shall be in lieu of any termination or severance payments or benefits for which the Employee may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

(e) Other Obligations. Upon any termination of the Employee's employment with the Company, the Employee shall promptly resign from any position with the Company or any Affiliate of the Company (including as an officer, director and/or fiduciary), and shall comply with any restrictions on the transfer of options or stock that are applicable. Further, following any termination of the Employee's employment with the Company, upon the Company's request the Employee will provide transition services to the Company without additional compensation for up to thirty (30) days following the date the Employee's employment terminates.

8. RELEASE; NO MITIGATION.

The amounts payable and benefits provided to the Employee pursuant Section 7(c) or Section 7(d), as applicable, other than the Accrued Benefits, shall only be payable or provided if within sixty (60) days following the date of termination the Employee or the Employee's representative, as the case may be, executes and delivers to the Company a fully effective and irrevocable Agreement and General Release in the form that is used by the Company shall provide to the Employee or the Employee's representative, as applicable, within seven (7) days following the date of termination. In no event shall the Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Employee under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Employee as a result of employment by a subsequent employer, except as provided in Section 7(c)(ii).

9. RESTRICTIVE COVENANTS.

(a) Confidentiality. The Employee shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any Person, other than in the course of the Employee's assigned duties and for the benefit of the Company, during the period of the Employee's employment and thereafter any nonpublic proprietary or confidential information, knowledge or data relating to the Company, any of its subsidiaries or any Investment Vehicle or their Affiliates, which shall have been learned or obtained by the Employee before or during the Employee's employment by the Company (or any predecessor), including without limitation any such business or technical information relating to the Company, any of its subsidiaries or any Investment Vehicle or their Affiliates. Without limiting the foregoing, the Employee shall not, directly or indirectly, make available, sell, disclose or otherwise communicate any of the foregoing information, knowledge or data considered to be a trade secret during the period of employment or at any time thereafter while such information remains a trade secret. The foregoing shall not apply to information that: (i) was known to the public prior to its disclosure to the Employee; (ii) becomes generally known to the public subsequent to disclosure to the Employee through no act of the Employee or any representative or Affiliate of the Employee in violation of this Section 9(a); or (iii) the Employee is required to disclose by applicable law, regulation or legal process (provided, however, that the Employee provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). The terms and conditions of this Agreement shall remain strictly confidential, and the Employee hereby agrees not to disclose the terms and conditions hereof to any Person, other than immediate family members, legal advisors or personal tax or financial advisors, or prospective future employers solely for the purpose of disclosing the limitations on the Employee's conduct imposed by the provisions of this Section 9. For purposes of this Agreement, "Person" shall be used in this Agreement as such term is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended.

(b) Noncompetition. The Employee acknowledges that the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business may result in irreparable harm to the Company. Accordingly, during the Employee's employment hereunder and for a period of one (1) year thereafter (the "**Restricted Period**"), the Employee shall not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, manager, agent, broker, independent contractor, director, officer or otherwise, and whether or not for compensation) or render services to any Person or become a member of any business organization (including as a stockholder, member, investor, owner, lender, partner, joint venturer, licensor, licensee or distributor), in whatever form, engaged in the Current Business or that provides a service in competition with any product or service being sold or under development, during the period of the Employee's employment with the Company, by the Company, any of its subsidiaries or any Investment Vehicle; provided that such product or service is or was known to the Employee during his employment or at the time of the termination of his employment. The "**Current Business**" shall mean the business that is described in the draft registration statement of the Company regarding the proposed merger and any additional businesses that are developed during the term of this Agreement. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than five percent (5%) of the equity securities of a publicly traded company that is engaged in the Current Business, so long as the Employee has no active participation in the business of such corporation. In addition, the provisions of this Section 9(b) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in the Current Business so long as the Employee and such subsidiary, division or unit does not, and does not have plans to, engage in the Current Business.

(c) Nonsolicitation. During the Restricted Period, the Employee shall not, except in the furtherance of the Employee's duties hereunder or otherwise in the interests of the Company, directly or indirectly, individually or on behalf of any other Person, solicit, hire, employ, entice or retain any person who (x) is then, or was at any time within the immediately preceding six (6) months, employed by or a consultant to, or (y) is then, or who was an investor in, or a client or customer of, the Company, any of its subsidiary or any Investment Vehicle; provided, however, that the restriction contained in this Section 9(c) shall not apply to (i) any such employee or consultant who was terminated from providing such services by the Company, subsidiary or Investment Vehicle; (ii) general solicitations via newspaper advertisements and other customary employment advertising media not targeted at such employees or consultants (or to the hiring or employment of a person who responds to such a solicitation or advertising) or (iii) any such current or former employee or consultant who directly contacts the Employee for employment or engagement prior to being contacted, directly or indirectly, by the Employee other than as set forth in the prior clause (ii).

(d) Nondisparagement. During the Employee's employment with the Company and thereafter, the Employee shall not knowingly, directly or indirectly, make negative comments or otherwise disparage the Company, any of its subsidiaries or any Investment Vehicle or their Affiliates, or any of their respective officers, directors, employees, shareholders, agents or products in any manner likely to be harmful to them or their business reputations or personal reputations other than while employed by the Company in the good faith performance of the Employee's duties to the Company. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including depositions in connection with such proceedings).

(e) Inventions.

(i) The Employee acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products or developments ("Inventions"), whether patentable or unpatentable, which are made or conceived by the Employee, solely or jointly with others, during the Employment Term and which (A) relate to the Employee's duties, authorities and responsibilities set forth in Section 1, (B) are otherwise developed by the Employee through the use of the Company's confidential information, facilities or resources, or (C) are otherwise prepared by the Employee at times during which the Employee is or is intended to be serving the Company in the Employee's capacity as an employee, shall belong exclusively to the Company (or its designee), whether or not patent applications are filed thereon. The Employee will keep full and complete written records (the "**Records**"), in the manner prescribed by the Company, of all Inventions, and will promptly disclose all Inventions completely and in writing to the Company. It is agreed that emails by themselves shall constitute acceptable Records. The Records shall be the sole and exclusive property of the Company, and the Employee will surrender them upon the termination of the Employment Term, or upon the Company's request. The Employee hereby irrevocably conveys, transfers and assigns to the Company, to the extent of his right, title and interest, all his right, title and interest in and to the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Employee's name or in the name of the Company (or its designee), applications for patents and equivalent rights relating to the Inventions (the "**Applications**"). The Employee will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be reasonably requested from time to time by the Company with respect to the Inventions. The Employee also will execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Employee from the Company.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Employee agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Employee. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Employee hereby irrevocably conveys, transfers and assigns to the Company, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including all the Employee's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including all rights of any kind or any nature now or hereafter recognized, including the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including the right to receive all proceeds and damages therefrom. In addition, the Employee hereby waives any so-called "moral rights" with respect to the Inventions. The Employee hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including any rights that would otherwise accrue to the Employee's benefit by virtue of the Employee being an employee of or other service provider to the Company or any of its Affiliates.

(f) Return Of Company Property. On the date of the Employee's termination of employment with the Company for any reason (or at any time prior thereto at the Company's request), the Employee shall return all property belonging to the Company, any of its subsidiaries or any Investment Vehicle or any of their Affiliates (including, but not limited to, any Company-provided laptops, computers, tablets, cell phones, rolodexes and similar address books, wireless electronic mail devices or other equipment, or documents and property belonging to the Company).

(g) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 9 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

10. COOPERATION.

Upon the receipt of reasonable advance notice from the Company (including outside counsel), the Employee agrees that, while employed by the Company and thereafter to the extent that compliance with this Section 10 will not unreasonably interfere with the Employee's business commitments and other pursuits, the Employee will respond and provide information with regard to matters in which the Employee has knowledge as a result of the Employee's employment with the Company, and will provide reasonable assistance to the Company, or any of its subsidiaries or any Investment Vehicle or any of their Affiliates and their respective representatives in defense of any claims that may be made against the Company, or any of its subsidiaries or any Investment Vehicle or any of their Affiliates, and will assist the Company, or any of its subsidiaries or any Investment Vehicle or any of their Affiliates in the prosecution of any claims that may be made by the foregoing, to the extent that such claims may relate to the period of the Employee's employment with the Company. The Employee promptly shall inform the Company if the Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company, or any of its subsidiaries or any Investment Vehicle or any of their Affiliates. The Employee promptly shall inform the Company (to the extent that the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company, or any of its subsidiaries or any Investment Vehicle or any of their Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the foregoing with respect to such investigation, and shall not do so unless legally required.

11. EQUITABLE RELIEF AND OTHER REMEDIES.

(a) General Provision. The Employee acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 9 or 10 would be inadequate and, in recognition of this fact, the Employee agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, may be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

(b) Termination of Severance Payments. In the event of a violation by the Employee of Section 9, any payment of amounts to the Employee pursuant to Section 7(d)(iii) shall immediately cease.

12. INDEMNIFICATION AND D&O COVERAGE.

(a) Charter Documents. The Employee shall be indemnified by the Company to the fullest extent provided under the charter documents of the Company and any additional agreement between the Company and the Employee.

(b) Insurance. During the Employment Term and thereafter, the Employee will be insured under the directors and officers liability and related insurance policies maintained by the Company to the same extent as the Company covers its other officers.

13. NO ASSIGNMENTS.

(a) This Agreement is personal to each of the parties hereto. Except as provided in Section 13(b), no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

(b) The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company. As used in this Agreement, "Company" shall mean the Company, its successors and any successor to its business and/or assets.

14. NOTICE.

Except where otherwise specifically provided in this Agreement, all notices, requests, designations, consents, approvals and statements pursuant to this Agreement (each, a "**Notice**") shall be in writing and, if properly addressed to the recipient, shall be: (a) delivered personally to the recipient; (b) mailed by first class mail (or if sent from outside the United States, by airmail), postage prepaid; (c) sent by electronic facsimile transmission (provided, however, that such Notice also shall be sent by one of the other methods specified in this Section 14); or (d) if sent by a reputable overnight courier service (including the USPS), overnight delivery requested. Notices shall be deemed to be properly addressed, to the Company or to any Member, if addressed to such Person at such Person's address as set forth in this Section 14, or to such other address or addresses as the addressee previously may have specified by Notice given to the other parties in the manner contemplated by this Section 14. Each Notice shall be deemed given upon receipt (or refusal of receipt). Notices shall be provided to the following addresses:

If to the Employee:

At the address (or to the facsimile number) shown on the records of the Company

If to the Company:

To its principal place of business

Attention: Chief Executive Officer

15. SECTION HEADINGS; INCONSISTENCY.

The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

16. SEVERABILITY.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

17. COUNTERPARTS. This Agreement may be executed (including by facsimile transmission) with counterpart signature pages or in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

18. ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement or the Employee's employment with the Company, other than injunctive relief under Section 11, shall be settled exclusively by arbitration, conducted before a single arbitrator in New York, New York (applying New York law) in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect. The decision of the arbitrator will be final and binding upon the parties hereto. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties acknowledge and agree that, in connection with any such arbitration and, regardless of outcome, each party shall pay all of its own costs and expenses, including its own legal fees and expenses; provided that the arbitrator may, in the arbitrator's discretion, award costs and fees to the prevailing party; provided that the Company shall pay the Employee's reasonable out-of-pocket expenses for travel and lodging in an aggregate amount not to exceed $2,500. The arbitration costs (including, without way of limitation, all filing and administrative fees as well as the fees and expenses of the arbitrator) shall be borne entirely by the Company.

19. SURVIVAL OF PROVISIONS. The obligations contained in Sections 7 through 14, 18, 19 and 20 and 22 shall survive the termination or expiration of the Employment Term and the Employee's employment with the Company and shall be fully enforceable by either party hereto thereafter.

20. MISCELLANEOUS.

(a) Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(b) Entire Agreement. This Agreement, together with all exhibits hereto (if any), sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein. Except as limited by the preceding sentence, no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

(c) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas without regard to the choice of law principles thereof.

(d) Each of the parties hereto irrevocably agrees that any legal action or proceeding arising out of this Agreement shall be brought only in the state or United States Federal courts located in the State of Texas, Bexar County.

21. REPRESENTATIONS.

The Employee represents and warrants to the Company that (a) the Employee has the legal right to enter into this Agreement and to perform all of the obligations on the Employee's part to be performed hereunder in accordance with its terms, and (b) the Employee is not a party to any agreement or understanding, written or oral, which could prevent the Employee from entering into this Agreement or performing all of the Employee's duties and obligations hereunder.

22. TAX MATTERS.

(a) Withholdings. The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) Section 409A Compliance.

(i) Although the Company does not guarantee the tax treatment of any payments under this Agreement, the intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder to the extent applicable (collectively "**Code Section 409A**") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Employee notifies the Company (with specificity as to the reason therefore) that the Employee believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Employee to incur any additional tax or interest under Code Section 409A and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Employee, reform such provision to try to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to comply with the requirements of Code Section 409A to the extent applicable. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Employee and the Company of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Employee by Code Section 409A or any damages for failing to comply with Code Section 409A.

(ii) Notwithstanding any provision in this Agreement or elsewhere to the contrary, if on the Employee's date of termination the Employee is deemed to be a "specified employee" within the meaning of Code Section 409A and using the identification methodology selected by the Company from time to time, or if none, the default methodology under Code Section 409A, any payments or benefits due upon a termination of the Employee's employment under any arrangement that constitutes a "deferral of compensation" within the meaning of Code Section 409A (whether under this Agreement, any other plan, program, payroll practice or any equity grant) and which do not otherwise qualify under the exemptions under Treas. Regs. Section 1.409A-1 (including without limitation, the short-term deferral exemption and the permitted payments under Treas. Regs. Section 1.409A-1(b)(9)(iii)(A)), shall be delayed and paid or provided to the Employee in a lump sum (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay), on the earlier of (i) the date which is six months and one day after the Employee's separation from service (as such term is defined in Code Section 409A) for any reason other than death, and (ii) the date of the Employee's death, and any remaining payments and benefits shall be paid or provided in accordance with the normal payment dates specified for such payment or benefit.

(iii) (iii) Notwithstanding anything in this Agreement or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute "non-qualified deferred compensation" within the meaning of Code Section 409A upon or following a termination of the Employee's employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service" and the date of such separation from service shall be the date of termination for purposes of any such payment or benefits.

(iv) Any taxable reimbursement of costs and expenses by the Company provided for under this Agreement shall be made in accordance with the Company's applicable policy and this Agreement but in no event later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any provision in this Agreement that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, and (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

(v) Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(vi) With regard to any installment payments provided for under this Agreement, each installment thereof shall be deemed a separate payment for purposes of Code Section 409A.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Allied Integral United, Inc. (d/b/a Clearday)

By: */s/ James Wales*
Name: James Walesa
Title: CEO

/s/ Randall Hawkins
RANDALL HAWKINS

Exhibit 99.1

FOR RELEASE September 10, 2021 @ 8:00 AM EASTERN TIME

CLEARDAY, INC. ANNOUNCES COMPLETION OF MERGER BETWEEN SUPERCONDUCTOR TECHNOLOGIES INC. AND ALLIED INTEGRAL UNITED, INC.

Newly Formed Clearday, Inc. Will Provide Next-Generation, Non-Acute, Longevity Care Services that Support Aging in Place

New Access to Public Markets Gives Clearday the Platform to Accelerate Expansion of Key Services and Strategic B2B Partnership Initiatives

SAN ANTONIO, Texas, September 10, 2021 – Clearday, Inc. ***(OTCQB: SCOND)***, a leader in delivering high-quality, non-acute, longevity care services that enable older Americans to age in place, today announced that the previously announced merger between Allied Integral United, Inc. ***(AIU)*** and Superconductor Technologies, Inc. ***(STI)*** has been completed, and that name of the Company has been changed to Clearday, Inc.

Moving forward, Clearday will focus on its mission to provide transformative, new non-acute care service models that extend the ability for those with Alzheimer's, dementia, or other chronic, lifestyle-limiting conditions to live at home and delay the need for residential care. The access to public markets made possible by the completed merger provides Clearday with a platform to accelerate the expansion of key service offerings and strategic B2B partnership initiatives.

"With the closing of the merger, we have arrived at a major milestone for Clearday on our journey to make non-acute longevity care solutions more affordable, accessible, and convenient, not only for aging Americans who require care, but also for those who support them at home," said Clearday's Chairman and CEO Jim Walesa. "We believe the market visibility and capitalization options we now may enjoy as a public company will significantly strengthen our ability to achieve this mission."

Jim Walesa added "We believe that approximately 90% of US seniors now indicate their desire to age at home over the next decade, while roughly 42 million Americans provide unpaid care to a loved one over 50 years old. The challenge of accessing affordable, high-quality care is compounded by the shortage of experienced care professionals in the workforce, which increases pressures on families caring for loved ones."

Clearday offers a spectrum of innovative services designed to help families successfully support the care of their loved ones in the home environment, as well as B2B partnership programs that enable traditional home care and home health services businesses to elevate and enhance their services with Clearday offerings.

Clearday's next-generation service offerings and programs were designed and built upon a foundation of care excellence established at Memory Care America, Clearday's network of residential living centers for those with cognitive deficit conditions, and include:

- **Clearday at Home™ -** a breakthrough digital service that provides families with resources and content they need to provide superior care at home for loved ones with Alzheimer's, dementia, or other lifestyle limiting conditions;

- The **Clearday Network™ -** a B2B alliance program that empowers third party, non-acute home care agencies, home health services businesses, and other aligned partners to offer innovative premium care services based on the Clearday at Home™ platform; and

- **Clearday Clubs™ -** inspiring, membership-based, daily care destinations that enrich the lives of those with dementia, Alzheimer's, or other lifestyle-limiting chronic health conditions.

Clearday is also focused on building a multi-channel distribution system for products that complement its mission of improving the quality and safety of the care experience for older Americans. One of these proprietary products incorporates STI's Sapphire Cryocooler as an enabling technology for enhancing air quality and removing harmful particulates in internal atmospheres, to mitigate aerosol transmission of viruses and pathogens, including COVID-19, influenza, and other diseases and pollutants that pose a significant health threat.

The closing of the merger, combined with previously announced strategic partnerships - including an advisory and development agreement with Sterling Select Group - positions Clearday to accelerate the market development of these products.

"Today represents the dawn of the new Clearday," added Walesa. "We welcome all STI and AIU stockholders as Clearday stockholders and look forward to the journey ahead."

> *Additional details regarding the merger, including the rate for the previously announced reverse stock split and rate for the distribution of the True Up Shares (additional shares of common stock to the STI stockholders of record as of the close of trading on September 9, 2021) are provided in a Current Report on Form 8-K that was filed by the Company today and is available without charge at SEC.gov or from the Company.*

About Clearday

Clearday™ is an innovative non-acute longevity health care services company with a modern, hopeful vision for making high quality care options more accessible, affordable, and empowering for older Americans and those who love and care for them. Clearday has decade-long experience in non-acute longevity care through its subsidiary Memory Care America, which operates highly rated residential memory care communities in four U.S. states. Clearday at Home – its digital service – brings Clearday to the intersection of telehealth, Software-as-a-Service (SaaS), and subscription-based content.

Learn more about Clearday at www.myclearday.com.
Learn more about Clearday at Home at www.cleardayathome.com.
Learn more about Clearday Clubs at clubs.myclearday.com.
Learn more about the Clearday Network at https://business.cleardayathome.com

No Offer or Solicitation

This communication is not intended to be and shall not constitute an offer to sell, the solicitation of an offer to sell or an offer to buy or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward-Looking Statements

Any statements in this press release that are not statements of historical fact constitute forward-looking statements within the meaning of The Private Securities Litigation Reform Act of 1995, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements include, but are not limited to, statements regarding the merger and other contemplated transactions (including statements relating to the expected ownership of the STI after the merger (the "Company") and opportunities relating to or resulting from the merger), and statements regarding the nature, potential approval and commercial success of Clearday and its product line, the effects of having shares of capital stock traded on the OTC Market, the Company's financial resources and cash expenditures. Forward-looking statements are usually identified by the use of words such as "believes," "anticipates," "expects," "intends," "plans," "ideal," "may," "potential," "will," "could" and similar expressions. Actual results may differ materially from those indicated by forward-looking statements as a result of various important factors and risks. These factors, risks and uncertainties include, but are not limited to: risks relating to the Company's ability to correctly estimate and manage its operating expenses; the cash balances of the Company; potential adverse reactions or changes to business relationships resulting from the merger; the success and timing of regulatory submissions; regulatory requirements or developments; changes in capital resource requirements; and other factors discussed in the "Risk Factors" section of STI's most recent annual report and the registration statement that the Company filed with the Securities and Exchange Commission (SEC) with respect to the merger (registration no. 333-256138), subsequent quarterly reports and in other filings that the Company makes with the SEC from time to time. Risks and uncertainties related to Clearday that may cause actual results to differ materially from those expressed or implied in any forward-looking statement include, but are not limited to: Clearday's plans to develop and commercialize its products and services, including Clearday at Home and daily care centers and other non-residential daily care services; Clearday's commercialization, marketing and implementation capabilities and strategy; developments and projections relating to Clearday's competitors and its industry; the impact of government laws and regulations; and Clearday's estimates regarding future revenue, expenses and capital requirements. In addition, the forward-looking statements included in this press release represent the Company's views as of the date hereof. The Company anticipates that subsequent events and developments will cause their respective views to change. However, while the Company may elect to update these forward-looking statements at some point in the future, the Company specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing the Company's views as of any date subsequent to the date hereof.

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