

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

**AMENDMENT NO. 1 DATED AUGUST 22, 2025 TO THE
PROSPECTUS DATED APRIL 10, 2025
FOR**

3IQ SOLANA STAKING ETF

The prospectus of the 3iQ Solana Staking ETF dated April 10, 2025 (the “**Prospectus**”) is hereby amended and is to be read subject to the additional information set forth below. All capitalized terms have the respective meaning set out in the Prospectus, unless otherwise specifically defined in this Amendment No. 1.

All page references refer to the version of the Prospectus available on the Manager’s website at www.3iQ.io or at www.sedarplus.ca.

SUMMARY

The Manager intends to engage an affiliate-owned staking service provider, 3iQ Systems Inc., to provide services in connection with the Staking Activities. Accordingly, this amendment revises certain disclosure in the Prospectus relating to the Staking Activities of the 3iQ Solana Staking ETF. This amendment also includes additional housekeeping amendments to the Prospectus.

AMENDMENTS

Effective as of the date of this amendment, the Prospectus is hereby amended as follows:

1. On page 1 of the Prospectus, the definition of “Coinbase Custody” under the heading “Glossary of Terms” is deleted and replaced with the following:

Coinbase – Coinbase Custody Trust Company, LLC.

2. On page 1 of the Prospectus, the definition of “Coinbase Global” under the heading “Glossary of Terms” is deleted and replaced with the following:

Coinbase Global – Coinbase Global, Inc., the parent company of Coinbase.

3. On page 4 of the Prospectus, the definition of “Staking Activities” is deleted and replaced with the following:

Staking Activities – the staking of SOL held in the 3iQ Solana Staking ETF’s portfolio, to be conducted at the discretion of the Manager.

4. On page 12 of the Prospectus, the third paragraph under the subheading “Management Fees and Additional Fees” is deleted and replaced with the following:

In addition to the Management Fee, the Manager will be entitled to receive a portion of the staking rewards generated for the 3iQ Solana Staking ETF by the Staking Activities (net of validator fees) such that 60% of the net rewards accrue to the 3iQ Solana Staking ETF and up to 40% of the net rewards may accrue to the Manager (the “**Staking Service Fee**”). The Staking Service Fee will be calculated and paid monthly, in arrears, plus applicable taxes, and is intended to compensate the Manager for the additional work required to administer the Staking Activities for the 3iQ Solana Staking ETF as described above under “Investment Strategies”. The Staking Service Fee charged by the Manager will only be deducted from any rewards generated by the Staking Activities which will generate income to the 3iQ Solana Staking ETF.

The Manager will select the staking service provider(s) based on a set of criteria. Any affiliate-owned staking service provider will charge a competitive fee. Generally, and in line with its requirements to act in the best interest of the 3iQ Solana Staking ETF, the Manager will not use 3iQ Systems Inc. as a staking service provider if the net staking yield earned by the 3iQ Solana Staking ETF would be lower than what could be earned if an acceptable third-party staking service provider was used instead.

5. On page 15 of the Prospectus, the eighth and ninth paragraphs under the heading “Investment Strategies” are deleted and replaced with the following:

The Manager expects to engage in the Staking Activities in order to earn rewards for the 3iQ Solana Staking ETF, which rewards will, following the deduction of applicable fees, be reinvested in the 3iQ Solana Staking ETF for the benefit of the 3iQ Solana Staking ETF’s Unitholders. In carrying out the Staking Activities, the Manager will stake SOL held in the 3iQ Solana Staking ETF’s portfolio through one or more validators with experience acting as a validator, which may include an affiliate of the Manager or the Sub-Custodian. Before the Manager allows any service provider to act as validator in respect of the 3iQ Solana Staking ETF’s assets held with the Sub-Custodian, the Manager will conduct due diligence on the affiliate-owned or third-party service provider. For more information on the due diligence that the Manager will conduct in respect of validators, see “Risk Factors – Additional Risks Associated with Investing in the 3iQ Solana Staking ETF – The Staking Activities: Due Diligence on Validators May Be Insufficient” below.

3iQ Systems Inc., which is an affiliate of the Manager, may provide staking services to the 3iQ Solana Staking ETF through its proprietary staking capabilities. The Manager will not use 3iQ Systems Inc. as a staking service provider if the net staking yield earned by the 3iQ Solana Staking ETF would be lower than what could be earned if an acceptable third-party staking service provider was used instead.

The Staking Activities will generally occur as follows:

- the Manager will direct the Sub-Custodian to stake a certain amount of SOL to the validator directly out of the cold wallet administered by the Sub-Custodian on behalf of the 3iQ Solana Staking ETF;
- rewards, which will be paid in SOL subject to any bonding or lock-up period, may be earned in connection with the staking of the SOL;
- the Sub-Custodian may be entitled to a fee in respect of the rewards and will pay a portion of that fee to any party acting as validator; and
- a portion of the rewards will be delivered to a wallet of the Manager held via the Sub-Custodian as payment of the Staking Service Fee (as defined below), and the balance of the rewards will be delivered to a custodial wallet of the 3iQ Solana Staking ETF held with the Sub-Custodian to be reinvested in the 3iQ Solana Staking ETF.

6. On page 24 of the Prospectus, the third paragraph under the subheading “Management Fees and Additional Fees” is deleted and replaced with the following:

In addition to the Management Fee, the Manager will be entitled to receive a portion of the staking rewards generated for the 3iQ Solana Staking ETF by the Staking Activities (net of validator fees) such that 60% of the net rewards accrue to the 3iQ Solana Staking ETF and up to 40% of the net rewards may accrue to the Manager (the “**Staking Service Fee**”). The Staking Service Fee will be calculated and paid monthly, in arrears, plus applicable taxes, and is intended to compensate the Manager for the additional work required to administer the Staking Activities for the 3iQ Solana Staking ETF as described above under “Investment Strategies”. The Staking Service Fee charged by the Manager will only be deducted from any rewards generated by the Staking Activities which will generate income to the 3iQ Solana Staking ETF.

The Manager will select the staking service provider based on a set of criteria(s). Any affiliate-owned staking service provider will charge a competitive fee. Generally, and in line with its requirements to act in the best

interest of the 3iQ Solana Staking ETF, the Manager will not use 3iQ Systems Inc. as a staking service provider if the net staking yield earned by the 3iQ Solana Staking ETF would be lower than what could be earned if an acceptable third-party staking service provider was used instead.

7. On page 31 of the Prospectus, the paragraph under the subheading “The Staking Activities: Reliance on Third-Party Vendors” is deleted and replaced with the following:

The Staking Activities could be disrupted if the affiliate-owned staking service provider or any third-party service providers selected to act as validators, or even the vendors and third-party service providers of the affiliate-owned staking service provider or any third-party service providers acting as validators, experience operational or other systems difficulties, terminate their services, fail to comply with regulations, raise their prices or dispute key intellectual property rights sold or licensed to, or developed for, the 3iQ Solana Staking ETF. The 3iQ Solana Staking ETF may also suffer the consequences of such vendors’ and service providers’ mistakes. For example, if the Custodian, the Sub-Custodian, the affiliate-owned staking service provider or any third-party service providers selected to act as validators fail to behave as expected, suffer cybersecurity attacks, experience security issues or encounter other problems, the assets of the 3iQ Solana Staking ETF may be irretrievably lost. The failure or capacity restraints of vendors and service providers, a cybersecurity breach involving any service providers or the termination or change in terms or price of a vendor, third-party software license or service agreement on which the 3iQ Solana Staking ETF relies, could disrupt the Staking Activities. Replacing vendors and service providers or addressing other issues with vendors and service providers could entail significant delay, expense and disruption for the 3iQ Solana Staking ETF. As a result, if these vendors and service providers experience difficulties, are subject to cybersecurity breaches, terminate their services, dispute the terms of intellectual property agreements or raise their prices, and the Manager is unable to replace them with other vendors and service providers, particularly on a timely basis, the Staking Activities could be interrupted or disrupted.

8. On page 31 of the Prospectus, the paragraphs under the subheading “The Staking Activities: Due Diligence on Validators May Be Insufficient” are deleted and replaced with the following:

As noted in “Risk Factors – Additional Risks Associated with Investing in the 3iQ Solana Staking ETF – The Staking Activities: Slashing and Missed Rewards” above, the 3iQ Solana Staking ETF and the Unitholders will be exposed to the risk of loss of staked SOL if the staking service provider selected to act as a validator fails to operate its network node(s) in accordance with the rules of the Solana Network. The 3iQ Solana Staking ETF and the Unitholders may also be prevented from obtaining rewards in respect of periods during which a validator is inactive on the Solana Network. The Manager intends to mitigate these risks by conducting due diligence on staking service providers, including third parties and affiliated service providers. In particular, the Manager intends to consider the following factors in selecting staking service providers that provide validation services for the Staking Activities:

- the persons that manage and direct the operations of the validator;
- the reputation of the validator and its use by others;
- the amount of digital assets the validator has staked on its own nodes;
- the measures in place by the validator to operate the nodes securely and reliably;
- the financial status of the validator;
- the quality of the validator’s work (i.e., the amount of downtime of the validator, past history of “double signing” and “double attestation/voting”); and
- any slashing penalties previously incurred by the validator.

Notwithstanding these efforts to mitigate risks related to malicious or incompetent validators, new facts may come to light which demonstrate that the Manager’s initial assessment of a validator was flawed. In such instances, the 3iQ Solana Staking ETF and the Unitholders may be subject to the risks identified in “Risk Factors – Additional Risks Associated with Investing in the 3iQ Solana Staking ETF – The Staking Activities: Slashing and Missed Rewards”, and the Staking Activities could be interrupted or disrupted. The selection of alternative validators and service providers to assist the Manager in providing the Staking Activities could cause significant interruptions, disruptions or delays. In addition, notwithstanding the occurrence of an event that demonstrates that an initial assessment of a validator was flawed, the SOL staked with that validator may

still be subject to an unbonding period during which the 3iQ Solana Staking ETF will continue to have to rely on the services provided by such validator. See “Risk Factors – Additional Risks Associated with Investing in the 3iQ Solana Staking ETF – The Staking Activities: Illiquidity During Bonding and Unbonding Periods” above.

9. On page 33 of the Prospectus, the eighth bullet point under the subheading “The Staking Activities: No Guarantee of Receiving Rewards” is deleted and replaced with the following:
 - temporary outages or other anticipated or unanticipated interruptions affecting the affiliate-owned staking service provider or any third-party service providers involved in the Staking Activities;

10. On page 56 of the Prospectus, the second paragraph under the subheading “Sub-Custodian” is deleted and replaced with the following:

Coinbase is a trust company licensed and regulated by the New York State Department of Financial Services and is qualified to act as a sub-custodian of the 3iQ Solana Staking ETF for assets held outside of Canada in accordance with NI 81-102. Coinbase operates in the U.S., Canada and certain other international jurisdictions. The Staking Activities shall be administered through one or more validators selected by the Manager or Sub-Custodian. The 3iQ Solana Staking ETF intends to use one or more validators with experience acting as a validator, which may include an affiliate of the Manager or the Sub-Custodian, to provide the Staking Activities. Where the Sub-Custodian administers the Staking Activities on behalf of the 3iQ Solana Staking ETF, the Custodian, Sub-Custodian or Manager may terminate the Staking Activities upon 30 days’ written notice to the other parties.

PURCHASERS’ STATUTORY RIGHTS

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories of Canada, securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that such remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory.

The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for the particulars of these rights or consult with a legal advisor.

CERTIFICATE OF 3iQ SOLANA STAKING ETF AND THE TRUSTEE, MANAGER AND PROMOTER

Dated: August 22, 2025

This prospectus dated April 10, 2025 as amended by this amendment, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus dated April 10, 2025 as amended by this amendment, as required by the securities legislation of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Yukon, Northwest Territories and Nunavut.

3iQ CORP.
(as trustee and manager of the 3iQ Solana Staking ETF)

By: "*Pascal St-Jean*"
Pascal St-Jean
President and Chief Executive Officer

By: "*Vladimir Plessovskikh*"
Vladimir Plessovskikh
Chief Financial Officer

**On behalf of the Board of Directors of
3iQ CORP.**

By: "*Pascal St-Jean*"
Pascal St-Jean
Director

By: "*John Loerich*"
John Loerich
Director

By: "*Takashi Oyagi*"
Takashi Oyagi
Director

3iQ CORP.
(as promoter of the 3iQ Solana Staking ETF)

By: "*Pascal St-Jean*"
Pascal St-Jean
President and Chief Executive Officer