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**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

UNITED RETIREMENT PLAN CONSULTANTS, INC.

The undersigned does hereby make and execute these Second Amended and Restated Articles of Incorporation on behalf of United Retirement Plan Consultants, Inc., a Florida corporation, pursuant to Section 607.1007 of the Florida Business Corporation Act (the "FBCA"):

ARTICLE I – NAME

The name of the corporation shall be: United Retirement Plan Consultants, Inc.

ARTICLE II – PRINCIPAL OFFICE

The street address of the principal office of the corporation shall be:

545 Metro Place South, Suite 240
Dublin, OH 43017

The board of directors of the corporation, or an officer of the corporation acting under the authority of the board of directors, is authorized to change the principal office of the corporation from time to time without amendment to these Articles of Incorporation.

ARTICLE III – PURPOSE

The purpose for which the corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the FBCA and under the laws of any jurisdiction in which the corporation may operate. The corporation shall have all lawful powers necessary to conduct such business including, but not limited to, all corporate powers which corporations may have under the FBCA.

ARTICLE IV – SHARES

The aggregate number of shares that the corporation shall have authority to issue shall be 3,750,000, consisting of 3,000,000 shares of Common Stock, \$.001 par value (the "Common Stock"), and 750,000 shares of Preferred Stock, \$.001 par value (the "Preferred Stock"). The

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first series of Preferred Stock shall be designated as Series A Preferred Stock, \$.001 par value and shall consist of 350,000 shares (the "Series A Preferred Stock").

The Shareholders Agreement (as defined in Section 1 below of this Article IV) governs the exercise of the corporate powers and the management of the business and affairs of the corporation and the relationship between the shareholders, the directors, and the corporation. The Shareholders Agreement is hereby incorporated by reference.

The board of directors may determine, in whole or part, the preferences, limitations, and relative rights (within the limits set forth in Section 607.0601 of the FBCA) of: (a) any class of shares before the issuance of any shares of that class, or (b) one or more series within a class before the issuance of any shares of that series.

The following is a description of the preferences, limitations, and relative rights with respect to each class of the capital stock of the corporation:

SECTION 1. Definitions. For purposes of this Article IV, the following definitions shall apply:

"Articles of Incorporation" shall mean the Corporation's Articles of Incorporation, as amended and/or restated from time to time as filed with the Florida Secretary of State.

"Available Assets" shall have the meaning set forth in Article IV, Section 3(d)(i).

"Business Day" shall mean any day other than Saturday, Sunday and any other day on which banks in Columbus, Ohio, are not open for business.

"Change in Control Transaction" shall mean, except pursuant to a Qualified Public Offering, (a) an event or series of events by which the Corporation's current shareholders shall no longer beneficially own (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) fifty percent (50%) or more of (i) the Equity Securities, or (ii) the Voting Power of the Corporation, (b) the Corporation is merged with or into another entity with the effect that immediately after such transaction the equity owners of the Corporation immediately prior to such transaction hold less than a majority of (i) the Equity Securities, or (ii) the Voting Power of the Person surviving the transaction, or (c) the direct or indirect sale, lease, exchange or other transfer of all or substantially all of the assets of the Corporation.

"Common Oversubscription Right" shall have the meaning set forth in Article IV, Section 4(c).

"Common Preemptive Right" shall have the meaning set forth in Article IV, Section 4(a).

"Common Stock" shall have the meaning set forth above in the initial paragraph of this Article IV.

"Conversion Rate" shall mean the ratio at which one (1) share of Preferred Stock converts to shares of Common Stock and shall be 1 to 1 (subject to appropriate adjustment in the

event of any stock dividend, stock split, reverse stock split or other subdivision or combination of the Common Stock that is not also applicable to the Preferred Stock).

"Corporation" shall mean United Retirement Plan Consultants, Inc., a Florida corporation.

"Dissolution" shall mean the happening of either of the following events: (a) the affirmative vote of both a Majority in Interest of the Common Shareholders and a Majority in Interest of the Preferred Shareholders to dissolve the Corporation; or (b) the entry of a decree of judicial dissolution pursuant to Sections 607.1430 and 607.1431 of the FBCA.

"Distribution" shall mean (a) the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than (i) dividends on Common Stock payable in Common Stock and (ii) the vesting of any Shares in accordance with the Shareholders Agreement, or (b) the purchase or redemption of shares of the Corporation for cash or property other than as permitted by the Shareholders Agreement.

"Entitlement Allocation" means the *pro rata* share of the Available Assets allocated to each Person entitled thereto, as determined by multiplying (a) Available Assets, times (b) a fraction, the numerator of which is such Person's Entitlement, and the denominator of which is the sum of all Entitlements.

"Entitlement" means the total amount that a Person would receive pursuant to Article IV, Section 3(d)(i) if there were sufficient Available Assets to pay all such amounts.

"Equity Securities" shall mean (a) shares of capital stock or other equity securities of the Corporation, (b) subscriptions, calls, warrants, options or commitments of any kind or character relating to, or entitling any Person or entity to purchase or otherwise acquire, any capital stock or other equity securities of the Corporation, and (c) securities convertible into or exercisable or exchangeable for shares of capital stock or other equity securities of the Corporation.

"FBCA" shall mean the Florida Business Corporation Act.

"Fiscal Year" means each year ended on December 31, or other fiscal year of the Corporation.

"Initial Issue Date" shall mean March 18, 2011.

"Liquidation" shall mean any voluntary or involuntary liquidation or other winding up of the affairs of the Corporation or such of the Corporation's Subsidiaries, the assets of which constitute all of the assets of the business of the Corporation and its Subsidiaries taken as a whole, including pursuant to a Dissolution.

"Litigation" means any litigation or any other judicial, administrative or regulatory proceeding or action (including any claim, counterclaim, cross-claim or claim for equitable relief or declaratory judgment).

"Majority in Interest of the Common Shareholders" shall mean Common Shareholders, voting as a separate class, holding at least a majority of the outstanding vested shares of Common Stock.

"Majority in Interest of the Preferred Shareholders" shall mean Preferred Shareholders, voting as a separate class, holding at least a majority of the outstanding shares of Preferred Stock.

"Majority in Interest of the Shareholders" shall mean the Common Shareholders and Preferred Shareholders, voting together as a single class, holding a majority of the Voting Power of the Corporation.

"New Securities" shall mean any Equity Securities (including Common Stock and/or Preferred Stock) whether now authorized or not, *provided* that the term "New Securities" does not include: (a) rights issued or issuable to employees of, or consultants to, or directors of, the Corporation pursuant to any incentive plan as may be adopted by the Board; (b) Equity Securities issued or issuable as a dividend or distribution on outstanding Shares; or (c) Equity Securities issued or issuable in any other transaction in which exemption from the definition of New Securities is approved by the affirmative vote of a Majority in Interest of the Shareholders.

"Person" means any individual, corporation, limited liability company, partnership, association, trust or unincorporated organization, or governmental authority or any agency or political subdivision thereof and any other entity or organization.

"Preferred Purchase Price" shall mean \$21.89 per share of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, reverse stock split or other subdivision or combination of the Preferred Stock).

"Preferred Return" shall have the meaning set forth in Article IV, Section 3(c)(i).

"Preferred Return Rate" shall mean an annual rate of fourteen percent (14%).

"Preferred Stock" shall have the meaning set forth above in the initial paragraph of this Article IV.

"Qualified Public Offering" shall mean the first offer and sale to the public by the Corporation or any holders of shares of any class of its Equity Securities subsequent to the Initial Issue Date, pursuant to a registration statement that has been declared effective by the Securities and Exchange Commission in which the Corporation receives net proceeds of at least \$100,000,000.

"Series A Preferred Stock" shall have the meaning set forth above in the initial paragraph of this Article IV.

"Shareholders Agreement" shall mean the Shareholders Agreement by and among the Corporation and its shareholders, as the same may be amended from time to time.

"Subsidiary" means a Person of which such a subsidiary corporation or the Corporation is the owner, directly or indirectly, of fifty percent (50%) or more of the interests entitling the owners thereof to participate in the management of the affairs of such Person.

"Vesting Event" shall mean any Change in Control Transaction, Dissolution or Liquidation of the Corporation.

"Vesting Event Preference Amount" shall have the meaning set forth in Article IV, Section 3(d)(i).

"Voting Power" shall mean with respect to any Person, the power to vote for or designate members of the board of directors, the manager or a similar person or group, whether exercised by virtue of the record ownership of securities, under shareholder agreement, voting trust or similar agreement or under an irrevocable proxy or power of attorney.

Any capitalized term used but not otherwise defined herein shall have the meaning given such term in the Shareholders Agreement.

SECTION 2. Common Stock. A statement of the powers, preferences, rights, qualifications, limitations or restrictions of the Common Stock is as follows:

(a) General. The voting, dividend and Distribution rights of the Common Stock are subject to and qualified by the rights of the Preferred Stock set forth herein and as may be designated by the Board.

(b) Voting Rights.

(i) Common Stock Class Vote. When a vote of the Common Stock as a separate class is required herein or by law, each Common Shareholder shall be entitled to one (1) vote for each vested share of Common Stock held as of the record date on any matter that is submitted to a vote or for the consent of the Common Shareholders. Unless otherwise provided herein or required by law, action by the Common Shareholders as a separate class shall require the affirmative vote or written consent of a Majority in Interest of the Common Shareholders.

(ii) Voting as a Single Class with Preferred Stock. On all matters which the Common Stock votes with the Preferred Stock, as a single class, each Common Shareholder shall be entitled to one (1) vote for each vested share of Common Stock held by such holder as of the record date on any matter that is submitted to a vote or for the consent of the shareholders of the Corporation. Unless otherwise provided herein or required by law, action by the Shareholders as a single class shall require the affirmative vote or written consent of a Majority in Interest of the Shareholders.

(c) Dividends. Dividends shall be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by both the Board and a Majority in Interest of the Preferred Shareholders. Any dividends (other than dividends on Common Stock payable solely in Common Stock) declared or paid in any Fiscal Year shall be declared or paid ratably among the holders of the vested Common Stock then outstanding.

(d) Vesting Event. Upon a Vesting Event, after payment of the Vesting Event Preference Amount pursuant to Article IV, Section 3(d)(i) to each holder of Series A Preferred Stock, if any, all of the remaining assets of the Corporation available for Distribution to its shareholders shall be distributed ratably among the holders of the vested Common Stock (after the conversion of the Preferred Stock to Common Stock in accordance with Article IV, Section 3(g), and after taking into account the vesting of Performance-Based Common Options pursuant to the procedures set forth in the Shareholders Agreement).

(e) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock is insufficient to effect the conversion of all outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of a Majority in Interest of the Shareholders.

SECTION 3. Preferred Stock. A statement of the powers, preferences, rights, qualifications, limitations or restrictions of the Preferred Stock is as follows:

(a) General. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Preferred Stock set forth herein, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Preferred Shareholders. Notwithstanding the foregoing, nothing in this Section 3(a) shall prohibit the Corporation from amending these Articles of Incorporation with the requisite consent of its shareholders and the Board under these Articles of Incorporation and the FBCA.

(b) Voting Rights.

(i) Preferred Stock Class Vote. When a vote of the Preferred Stock as a separate class is required herein or by law, each Preferred Shareholder shall be entitled to one (1) vote for each share of Preferred Stock held as of the record date on any matter that is submitted to a vote or for the consent of the Preferred Shareholders. Unless otherwise provided herein or required by law, action by the Preferred Shareholders as a separate class shall require the affirmative vote or written consent of a Majority in Interest of the Preferred Shareholders.

(ii) Voting as a Single Class with Common Stock. On all matters which the Preferred Stock votes with the Common Stock, as a single class, each Preferred Shareholder shall be entitled to one (1) vote for each share of Preferred Stock held as of the record date on any matter that is submitted to a vote or for the consent of the Shareholders. Unless otherwise

provided herein or required by law, action by the Shareholders as a single class shall require the affirmative vote or written consent of a Majority in Interest of the Shareholders.

(c) Dividends.

(i) Series A Preferred Return. The holders of each share of the then-outstanding Series A Preferred Stock shall be entitled to receive cumulative quarterly dividends at the rate of fourteen percent (14%) per annum on the Preferred Purchase Price (which amount shall be subject to adjustment whenever there shall occur a stock split, combination, reclassification or other similar event involving the Series A Preferred Stock) and any previously accrued dividends, in respect of each share of their Series A Preferred Stock (each, a "Preferred Return"). Preferred Returns shall accrue from day to day at such fourteen percent (14%) rate per annum rate and shall be cumulative and shall be compounded quarterly.

(ii) Accrual and Cumulation. Preferred Returns shall accrue and be cumulative until paid upon a Vesting Event, whether or not there are profits, surplus or other funds of the Corporation legally available for the payment thereof.

(d) Vesting Event.

(i) Vesting Event Preference Amount. Upon a Vesting Event, whether voluntary or involuntary, before any Distribution may be made with respect to the Common Stock, each holder of then-outstanding Series A Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for Distribution, whether such assets are capital, surplus, or capital earnings ("Available Assets"): (A) first, an amount equal to the product of (1) the Preferred Purchase Price multiplied by (2) the number of shares of Series A Preferred Stock then held by such holder of Series A Preferred Stock, and (B) second, an amount equal to all accrued but unpaid Preferred Returns to which such holder of Series A Preferred Stock is entitled pursuant to Article IV, Section 3(c)(i) (collectively, a "Vesting Event Preference Amount"). In the event that there are insufficient Available Assets to permit full payment of all Entitlements, then each Person entitled to an Entitlement shall receive his, her or its Entitlement Allocation.

(ii) Remaining Assets. After the payment in full of all Entitlements, all shares of Preferred Stock shall be automatically converted into fully-paid, non-assessable shares of Common Stock at the Conversion Rate in accordance with Article IV, Section 3(g) hereof, and any remaining funds and assets of the Corporation legally available for Distribution to shareholders shall be distributed ratably among the holders of the vested Common Stock then outstanding in proportion to the greatest whole number of vested shares of Common Stock held by each such holder.

(iii) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to shareholders in connection with any Vesting Event are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board, except that any publicly-traded securities to be distributed to shareholders shall be valued as follows:

(A) If the securities are then traded on a national securities exchange (or a national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

(B) If the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

The foregoing methods for valuing non-cash consideration to be distributed in connection with a Vesting Event may be superseded by any determination of such value set forth in the definitive agreements governing such Vesting Event, which agreements shall have been approved by the requisite shareholder approval necessary to amend these Articles of Incorporation under the FBCA and these Articles of Incorporation.

In the event of a Vesting Event that is a Change in Control Transaction, the Distribution date shall be deemed to be the date such transaction closes.

(e) Protective Provisions. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not, and shall not permit any of its Subsidiaries to, by amendment, merger, consolidation or otherwise, take any of the following actions without first obtaining the affirmative vote or written consent of a Majority in Interest of the Shareholders:

(i) enter into a new business segment or discontinue operations of any current business segment, or open or close any field office of the Corporation;

(ii) authorize, propose or announce an intention to authorize or propose, or enter into an agreement or contract with respect to, any matters (excluding supply and sale agreements in the ordinary course of business) which, individually or in the aggregate, have a value in excess of One Hundred Thousand Dollars (\$100,000) and requiring more than twelve (12) months to fulfill;

(iii) enter into, amend, modify or supplement, any agreement, transaction, commitment or arrangement with any of its, or any of its Subsidiaries', officers, directors, employees, managers, members, shareholders or affiliates or with any individual related by blood, marriage or adoption to any such individual or with any entity in which any such Person or individual owns a beneficial interest, except for customary employment arrangements and benefit programs on reasonable terms; *provided* that any material change in any compensation or benefits for any of the foregoing parties will require approval by a Majority in Interest of the Preferred Shareholders unless such change has been approved in the Business Plan;

(iv) declare, pay or set aside for payment any Distributions whatsoever, whether in cash, property or otherwise, except for Distributions by a wholly-owned Subsidiary to its parent entity;

(v) (A) assume, guarantee, endorse or otherwise become directly or contingently liable for any obligation or indebtedness of the Corporation or any of its Subsidiaries (including capital leases) resulting in an aggregate indebtedness of the Corporation and all of its Subsidiaries in excess of the amount provided for in the Corporation's credit agreements with its secured lenders as of the Initial Issue Date, and as such amount adjusts due to principal amortization, accrual of amounts paid-in-kind, and otherwise, pursuant to the terms of such credit agreements, or (B) change any such secured lender(s) or refinance any such indebtedness;

(vi) change any of its secured lenders or refinance any of its indebtedness with its secured lenders;

(vii) directly or indirectly redeem, purchase or otherwise acquire any Equity Securities or make any commitment for any such action (other than the Preferred Stock pursuant to the Shareholders Agreement);

(viii) (A) grant, confer or award Equity Securities, (B) accelerate, amend or change the period of vesting of rights granted under any incentive plan or any employee stock plan, or (C) authorize cash payments in exchange for any rights granted under any employee stock plan;

(ix) discharge any member of its Senior Management or any other Personnel involved in sales for, or leadership of, either (A) the Corporation or any of its Subsidiaries or (B) any field office of the Corporation or any of its Subsidiaries; and/or hire any employee with responsibilities comparable to any member of its Senior Management;

(x) settle or compromise any material pending Litigation, or threatened Litigation, involving a payment by the Corporation or any of its Subsidiaries in excess of Twenty-Five Thousand Dollars (\$25,000);

(xi) commence any Litigation in which the Corporation or any of its Subsidiaries is the plaintiff, claimant, applicant, complainant, or is otherwise the party initiating such Litigation;

(xii) make any change in accounting method, commercial or fiscal practices or in the attorneys, accountants or other third-party advisers of the Corporation or any of its Subsidiaries;

(xiii) operate, conduct the business of the Corporation or any of its Subsidiaries, or authorize any material capital expenditure or material capital lease outside the parameters of the Business Plan;

(xiv) alter or change the rights, preferences or privileges of the Preferred Shareholders;

(xv) materially alter any duties or responsibilities of its Senior Management or any other Personnel involved in sales for, or leadership of, the Corporation, adopt material changes to the terms of any current employee incentive plans or implement any new employee incentive plan in which any Personnel may participate, or grant any material fringe benefits, in each case outside of the ordinary course of business or not approved in the Business Plan;

(xvi) grant drag-along or other similar rights to any Person other than as provided in the Shareholders Agreement;

(xvii) take, or agree (in writing or otherwise) or resolve to take, any of the foregoing actions;

(xviii) amend its Articles of Incorporation, Bylaws or other governing documents; or

(xix) delegate to the Board, any Director or independent professional hired by, or employee of, the Corporation or any of its Subsidiaries, the power to take any of the actions referred to in the foregoing clauses.

(f) Redemption of Preferred Stock. The Preferred Stock shall not be redeemable except as otherwise provided in the Shareholders Agreement.

(g) Conversion of Preferred Stock.

(i) No Right to Convert. Except as provided in Section 3(g)(ii) below, a Preferred Shareholder shall not have the right to convert its shares of Preferred Stock to Common Stock.

(ii) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into a fully-paid, non-assessable share of Common Stock concurrently with a Vesting Event, after the payment of the Vesting Event Preference Amount.

(iii) Mechanics of Conversion.

(A) Fractional Shares. The Corporation may, if it so elects, issue fractional shares of Common Stock or scrip representing fractional shares upon the conversion of shares of Preferred Stock. If the Corporation does not elect to issue fractional shares, in lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board. For purposes of this Section 3(g), all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated to determine any resulting fractional share of Common Stock.

(B) Conversion Date. The conversion shall be deemed to have been made concurrently with the Vesting Event, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the

record holder or holders of such shares of Common Stock on such date; *provided, however*, that if the conversion is in connection with a Qualified Public Offering, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing thereof.

(C) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the 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), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification.

(iv) No Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to this Section 3(g) or otherwise repurchased by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by the Corporation.

SECTION 4. Preemptive Rights. The Corporation elects to have the holders of Common Stock and Preferred Stock have preemptive rights as set forth in this Article IV, Section 4:

(a) General. Each holder of Common Stock and Preferred Stock shall have a right of first offer to purchase, up to its *pro rata* share (as determined by each such holder's *pro rata* share of the aggregate of such holder's outstanding vested Common Shares and outstanding Preferred Shares calculated on an as-converted basis), of any New Securities offered by the Corporation in any private placement, an underwritten initial public offering or otherwise (*provided that*, in the case of an initial public offering such right shall be subject to the underwriter's approval) on the same price and terms and conditions as the Corporation offers such securities to other potential investors (the "Common Preemptive Right").

(b) Notice. In the event the Corporation proposes to undertake an issuance of New Securities, it shall give each holder of Common Stock and Preferred Stock written notice of its intention, describing the amount and type of New Securities, and the price and the general terms upon which the Corporation proposes to issue the same. Each holder of Common Stock and Preferred Stock shall have ten (10) days after any such notice is delivered to agree to purchase up to such holder's *pro rata* share (as determined by each such holder's *pro rata* share of the aggregate of such holder's outstanding vested Common Shares and outstanding Preferred Shares calculated on an as-converted basis) of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Corporation and stating therein the quantity of New Securities to be purchased.

(c) Oversubscription Right. In the event any holder of Common Stock or Preferred Stock fails to exercise its Common Preemptive Right within said ten (10) day period, the Corporation shall provide each holder of Common Stock or Preferred Stock who exercised its Common Preemptive Right notice of the amount of any remaining New Securities offered and such holders of Common Stock or Preferred Stock shall have five (5) days after any such notice is delivered to agree to purchase any of the remaining New Securities (the "Common Oversubscription Right"); *provided, however*, that if the aggregate amount of New Securities elected to be purchased pursuant to the Common Oversubscription Right exceeds the remaining amount of New Securities, each holder of Common Stock or Preferred Stock exercising the Common Oversubscription Right shall be allowed to purchase up to its *pro rata* share of such remaining New Securities (as determined by each such holder's *pro rata* share of the aggregate of such holder's outstanding vested Common Shares and outstanding Preferred Shares calculated on an as-converted basis).

(d) Unsubscribed Shares. After the holders of Common Stock and Preferred Stock have had the opportunity to exercise the Common Preemptive Right and Common Oversubscription Right, if there are any remaining New Securities, the Corporation shall have ninety (90) days thereafter to sell such New Securities, at a price and upon terms no more favorable to the purchasers thereof than specified in the Corporation's notice to the holders of Common Stock and Preferred Stock. In the event the Corporation has not sold the New Securities in accordance with the foregoing within such ninety (90) days, the Corporation shall not thereafter issue or sell any New Securities, without first again offering such securities to the holders of Common Stock and Preferred Stock in accordance with this Article IV, Section 4.

ARTICLE V – REGISTERED AGENT

The name and Florida street address of the corporation's registered agent is:

Name: Corporate Creations Network Inc.
Address: 11380 Prosperity Farms Rd #221E
Palm Beach Gardens, FL 33410

ARTICLE VI – INDEMNIFICATION

SECTION 1. Indemnification. To the fullest extent permitted by law, the corporation may indemnify any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a shareholder, director, officer or employee of the corporation or any predecessor of the corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation, including the advancement of expenses under the procedures provided by such laws. Subject only to any limitations prescribed by the laws of the State of Florida now or hereafter in force, the foregoing shall not limit the authority of the Corporation to indemnify the shareholders, directors, officers and other employees and agents of this corporation consistent with law and shall not be deemed

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to be exclusive of any rights to which those indemnified may be entitled as a matter of law or under any resolution, bylaw provision or agreement.

SECTION 2. Amendments; Repeal. Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VI, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

IN WITNESS WHEREOF, these Second Amended and Restated Articles of Incorporation have been executed this 24th day of March, 2016.



Andrew H. Johnson, Secretary