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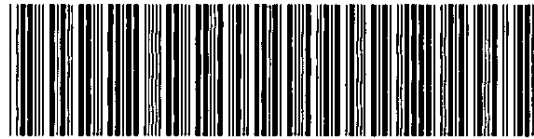
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

reStated

JUN 13 2017

R. WHITE

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 679385 4803290
AUTHORIZATION : 
COST LIMIT : \$ 43.75

ORDER DATE : June 12, 2017

ORDER TIME : 3:29 PM

ORDER NO. : 679385-005

CUSTOMER NO: 4803290

DOMESTIC AMENDMENT FILING

NAME: ENVIRONMENTAL SOLUTIONS
WORLDWIDE, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender -- EXT# 62956

EXAMINER'S INITIALS: _____

RESTATED
ARTICLES OF INCORPORATION
OF
ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC.

ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC., a Florida corporation (the "Corporation"), does hereby certify that:

FIRST: The present name of the Corporation is "ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC." The Corporation was originally incorporated by the filing of its original Articles of Incorporation with the Secretary of State of the State of Florida on October 15, 1987 under the name "BBC STOCK MARKET, INC."

SECOND: Amendments to the Corporation's Articles of Incorporation were filed with the Secretary of State of the State of Florida on August 3, 1998, February 19, 1999, March 26, 2002, July 5, 2005, October 21, 2010 and May 15, 2013;

THIRD: These Restated Articles of Incorporation (the "Articles") amend and restate in their entirety the present Articles of Incorporation of the Corporation, as amended, and have been approved in accordance with Section 607.1007 of the Florida Business Corporation Act.


FOURTH: The only voting group entitled to vote on these Articles were the holders of shares of Corporation's Common Stock. The number of vote cast for approval of the Articles by the shareholders was sufficient for approval of the Articles.

FIFTH: These Articles were duly adopted by the shareholders of the Corporation on June 12, 2017.

SIXTH: These Articles shall become effective immediately upon their filing with the Secretary of State of the State of Florida.

SEVEN: Upon the filing of these Articles with the Secretary of State of the State of Florida, the Articles of Incorporation of the Corporation shall be restated in its entirety to read as set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the Corporation has caused these Restated Articles of Incorporation of the Corporation to be signed by the undersigned, the Chief Executive Officer of the Corporation, and the undersigned has executed these Restated Articles of Incorporation of the Corporation and affirms the foregoing as true and under penalty of perjury this 12th day of June, 2017.



Patrick Barge

Chief Executive Officer

17 JUL 12 11:05

Exhibit A

RESTATED
ARTICLES OF INCORPORATION
OF
ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC.

ARTICLE I

The name of the Corporation (herein called the "Corporation") is ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC.

ARTICLE II

The address of the registered office of the Corporation in the State of Florida is 1200 South Pine Island Road, Plantation, FL 33324. The name of the registered agent of the Corporation at such address is NRAI SERVICES, INC.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the "FBCA").

ARTICLE IV

1. Authorized Shares. The Corporation shall be authorized to issue 2,000,000 shares of all classes, consisting of (i) 1,500,000 shares of Common Stock, \$0.001 par value (the "Common Stock"), and (ii) 500,000 shares of Preferred Stock, \$0.001 par value (the "Preferred Stock").

2. Common Stock. Each share of Common Stock shall be identical in all respects and for all purposes and entitled to: one vote in all proceedings in which action may or is required to be taken by stockholders of the Corporation; participate equally in all dividends payable with respect to the Common Stock, as, if and when declared by the Board of Directors of the Corporation (the "Board") subject to any preference in favor of any class or series of Preferred Stock; and share ratably in all distributions of assets of the Corporation in the event of any voluntary or involuntary liquidation, or winding up of the affairs of the Corporation, subject to any rights and preferences in favor of any class or series of Preferred Stock.

3. Preferred Stock.

(a) Of the 500,000 authorized shares of Preferred Stock, 100,000 shares shall be designated "Series A Convertible Preferred Stock" (the "Series A Preferred Shares").

(b) With respect to the 400,000 shares of undesignated Preferred Stock as of the date hereof, the Board shall have authority to the fullest extent permitted under the FBCA, but subject to all contractual restrictions to which it is bound, to adopt by resolution from time to time one or more Certificates of Designation providing for the designation of one or more series of Preferred Stock, and such designations, limitations, voting rights (if any) and restrictions thereof, and to fix or alter the number of shares comprising any such series, subject to any requirements of the FBCA, all contractual restrictions by which the Corporation is bound and these Restated Articles of Incorporation, as amended from time to time.

The authority of the Board with respect to each such series shall include, without limitation of the foregoing, the right to determine and fix the following preferences and powers, which may vary as between different series of Preferred Stock:

(i) the distinctive designation of such series and the number of shares to constitute such series;

(ii) the rate at which any dividends on the shares of such series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;

(iii) the right or obligation, if any, of the Corporation to redeem shares of the particular series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;

(iv) the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such series of Preferred Stock shall be entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

(v) the terms and conditions, if any, upon which shares of such series shall be convertible into, or exchangeable for, shares of capital stock of any other series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(vi) the obligation, if any, of the Corporation to retire, redeem or purchase shares of such series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

(vii) voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any series of Preferred Stock; and

(viii) limitations, if any, on the issuance of additional shares of such series or any shares of any other series of Preferred Stock.

4. Dividends.

(a) From and after the date of these Restated Articles of Incorporation, holders of the Series A Preferred Shares, in preference to the holders of any other class or series of the Corporation's Equity Securities (as defined below) (including, without limitation, all shares of Common Stock) (the "Junior Stock"), shall be entitled to receive dividends (accruing from and after the date of issuance of such Series A Preferred Shares) at the rate of ten percent (10%) of the Series A Purchase Price (as defined below). To the extent not paid in cash, such dividends shall be cumulative and shall compound quarterly on each outstanding Series A Preferred Share, whether or not such dividends are earned or declared and whether or not sufficient funds are legally available therefor (as adjusted for any stock dividends, combinations, splits, recapitalizations and related transactions with respect to such shares).

(b) So long as any Series A Preferred Share shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Junior Stock, nor shall any shares of any Junior Stock be purchased, redeemed, or otherwise acquired for value by the Corporation or any of its subsidiaries (except for acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation or any of its subsidiaries at a price per share determined in accordance with such agreements or upon the exercise of the Corporation's right of first offer or refusal (or any similar right), if any, upon a proposed transfer) until all accrued dividends on the Series A Preferred Shares shall have been paid. Subject to the foregoing, if any dividend or distribution of any asset is declared and paid on any share of Junior Stock, the holders of Series A Preferred Shares shall be entitled to share in such dividends or distributions pro rata in accordance with the number of shares of Common Stock into which such Series A Preferred Shares are then convertible pursuant to Section 8 hereof.

5. Liquidation.

(a) Upon a Liquidation (as defined below), after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Series A Preferred Shares shall be entitled to receive, out of the remaining assets of the Corporation available for distribution to its stockholders, with respect to each Series A Preferred Share, an amount (the "Preference Amount") equal to the sum of (i) \$80.00 (the "Series A Purchase Price") and (ii) all accrued and unpaid dividends (in the case of the items in such clauses (i) and (ii), subject to equitable adjustment as a result of any stock dividend, stock split, combination, reverse split, reclassification or similar event after the date of issuance of the first Series A Preferred Share), before any distribution shall be made to the holders of the Common Stock, or any other class or series of Junior Stock. If upon any Liquidation the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of Series A Preferred Shares the full Preference Amount to which they shall be entitled, the holders of Series A Preferred Shares shall share pro rata in any distribution of assets in accordance with their respective Preference Amounts.

(b) Upon any Liquidation, after payment in full of all Preference Amounts, the holders of Common Stock shall be entitled to share pro rata in the distribution of the remaining assets of the Corporation available for distribution (based on the number of shares of Common Stock then held).

(c) Notwithstanding the foregoing, upon any Liquidation, the holders of the Series A Preferred Shares shall be entitled to receive the greater of (i) the amount such holders would have received under Sections 5(a) and (ii) the amount such holders would have received if such holders had converted his, her or its Series A Preferred Shares into shares of Common Stock in accordance with Section 8.

(d) "Liquidation" means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Corporation in another jurisdiction, or (ii) any Sale of the Corporation (as defined below). "Sale of the Corporation" means (i) the sale of all or substantially all of the Corporation's assets, (ii) the sale, transfer or redemption of the outstanding shares of capital stock of the Corporation, or (iii) the merger or consolidation of (or other form of transaction involving) the Corporation with another person or entity, in each case in clauses (ii) and (iii) above under circumstances in which the holders of the voting power of outstanding capital stock of the Corporation, immediately prior to such transaction, own less than 50% in voting power of the outstanding capital stock of the Corporation or the surviving or resulting entity or acquirer, as the case may be, immediately following such transaction. A sale (or multiple related sales) of one or more subsidiaries of the Corporation (whether by way or merger, consolidation, reorganization or sale of all or substantially all assets or securities) which constitutes all or substantially all of the consolidated assets of the Corporation shall be deemed a Sale of the Corporation.

(e) In the event of a Liquidation involving the sale, transfer or redemption of shares by stockholders of the Corporation or merger, consolidation or similar transaction, the "remaining assets of the Corporation available for distribution" shall be deemed to be the aggregate consideration to be paid to all stockholders participating in such Liquidation. In connection with such a Liquidation, the Corporation shall either (i) cause the definitive transaction document(s) to provide as a condition precedent to the consummation of such Liquidation for the conversion of the Series A Preferred Shares into the right to receive an amount in cash equal to the applicable amount payable with respect to such Series A Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein); or (ii) concurrently with the consummation of such Liquidation, cause the redemption of all outstanding Series A Preferred Shares for an amount in cash equal to the applicable amount payable with respect to such Series A Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein).

(f) If any or all of the proceeds payable to the stockholders of the Corporation in connection with a Liquidation are in a form other than cash or marketable securities, the fair market value of such consideration shall be determined in good faith by the Board.

6. Mandatory Redemption.

(a) At any time after the fifth (5th) anniversary of the date of these Restated Articles of Incorporation, the holders of a majority of the Series A Preferred Shares then outstanding (the "Majority Holders") may demand that the Corporation redeem (out of funds legally available for that purpose) all or any portion of the Series A Preferred Shares then outstanding for a cash amount per share (the "Redemption Amount") equal to the Preference Amount (corresponding to the Series A Preferred Shares then being demanded to be redeemed). Such right may be exercised by delivery to the Corporation of a notice (a "Mandatory Redemption Notice") requesting such redemption. The Corporation shall redeem such Series A Preferred Shares on a date (a "Mandatory Redemption Date") that is not more than 30 calendar days after the date of delivery of a Mandatory Redemption Notice.

(b) If the Corporation has insufficient funds legally available to redeem any Series A Preferred Shares required to be redeemed on any Mandatory Redemption Date, those funds legally available for such purpose shall be used to redeem the number of Series A Preferred Shares which may be legally redeemed. The holders of the Series A Preferred Shares to be redeemed pursuant to this Section 6 shall participate in any such partial redemption on a pro rata basis (determined in accordance with the number of Series A Preferred Shares held by a holder compared to the number of Series A Preferred Shares then outstanding). At any time and from time to time thereafter when additional funds become legally available for the redemption of capital stock of the Corporation, such funds shall be used promptly to redeem the balance of the Series A Preferred Shares to be redeemed on a pro rata basis (determined in accordance with the number of Series A Preferred Shares then remaining held by a holder compared to the number of Series A Preferred Shares then remaining outstanding).

(c) At any time on or after a Mandatory Redemption Date, each holder of record of Series A Preferred Shares to be redeemed on such date shall be entitled to receive his, her or its Redemption Amount upon actual delivery to the Corporation or its agents of the certificate or certificates representing the shares to be redeemed. On a Mandatory Redemption Date, all rights in respect of such Series A Preferred Shares to be redeemed, except the right to receive the Redemption Amount, shall cease and terminate (unless default or non-payment by the Corporation shall have occurred in the payment of the Redemption Amount on the Mandatory Redemption Date, in which event such rights and all other rights in respect to unredeemed Series A Preferred Shares shall be and remain exercisable until such default or non-payment is cured), and such Series A Preferred Shares shall no longer be deemed to be outstanding, whether or not the certificate or certificates representing such Series A Preferred Shares have been received by the Corporation.

(d) The Series A Preferred Shares shall not be redeemable at the option of the Corporation at any time without the prior written consent of the Majority Holders.

7. Voting Rights.

In addition to the rights provided by applicable law, the holders of the Series A Preferred Shares shall be entitled to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class. Each Series A Preferred Share shall entitle the holder thereof to such number of votes as shall equal the number of shares of

Common Stock into which such Series A Preferred Share is then convertible pursuant to Section 8. The affirmative vote of the holders of a majority of the Series A Preferred Shares and Common Stock, voting together as one class, shall be sufficient to increase or decrease the number of authorized shares of Common Stock (but not below the number of shares at the time outstanding plus the number of shares necessary to convert all outstanding shares of Preferred Stock that are convertible into Common Stock).

8. Conversion of Series A Preferred Shares at Option of Majority Holders.

(a) At the election (by written notice to the Corporation) of the Majority Holders, at their sole option and discretion, each Series A Preferred Share then outstanding shall, by virtue of and simultaneously with such election, be deemed automatically converted into the number of fully paid and nonassessable shares of Common Stock equal to the quotient obtained by dividing (i) the product of the Preference Amount and the number of Series A Preferred Shares being converted, by (ii) the Conversion Price (as defined below), as last adjusted and then in effect, by surrender of the certificates representing the Series A Preferred Shares to be converted. The initial conversion price per share at which shares of Common Stock shall be issuable upon conversion of Series A Preferred Shares (the "Conversion Price") shall be the Series A Purchase Price. The Conversion Price shall be subject to adjustment from time to time in accordance with this Section 8.

(b) As promptly as practicable after the election by the Majority Holders pursuant to Section 8(a) and the delivery to the Corporation of the certificate or certificates for the Series A Preferred Shares which have been converted, duly endorsed or assigned in blank to the Corporation (if required by it), the Corporation shall issue and deliver to or upon the written order of each holder of Series A Preferred Shares, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in paragraph (c) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on the date of such occurrence and on such date the Series A Preferred Shares shall cease to be outstanding, whether or not the certificates representing such shares have been received by the Corporation. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on such applicable date of conversion unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a stockholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price shall be that in effect on the applicable date of conversion.

(c) Upon conversion, the Corporation (unless otherwise requested by the holder of the Series A Preferred Shares subject to conversion) will not issue fractional shares of its Common Stock, and shall distribute cash in lieu of such fractional shares. In lieu of any fractional shares of Common Stock which would otherwise be issuable upon the conversion of Series A Preferred Shares, the Corporation shall pay to the holder of the Series A Preferred Shares being so converted a cash adjustment in respect of such fractional interest in an amount equal to the then fair market value, as determined in good faith by the Board, of a share of Common Stock multiplied by such fractional interest.

(d) The Conversion Price shall be subject to adjustment from time to time as follows:

(i) If the Corporation shall, at any time or from time to time after the date of these Restated Articles of Incorporation, issue any Equity Securities (as defined below) other than Excluded Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for the Series A Preferred Shares in effect immediately prior to the issuance of such Equity Securities, then the Conversion Price in effect immediately prior to each such issuance shall be lowered to an amount equal to the lowest amount of per share consideration that was received for such Equity Securities that were issued.

(ii) For the purposes of any adjustment of the Conversion Price pursuant to clause (i) above, the following provisions shall be applicable:

(A) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor after deducting therefrom any discounts, commissions or placement fees payable by the Corporation to any underwriter or placement agent in connection with the issuance and sale thereof.

(B) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board, irrespective of any accounting treatment.

(C) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities:

(1) the aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (A) and (B) above), if any, received by the Corporation upon the issuance of such options or rights plus the minimum purchase price provided in such options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities, options, or rights were issued and for a consideration equal to the consideration received by the

Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (A) and (B) above);

(3) on any change in the number of shares or exercise price of Common Stock deliverable to the Corporation upon exercise of any such options or rights or upon conversions of or in exchange for such convertible or exchangeable securities, other than a change resulting from the antidilution provisions thereof, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights or securities not converted prior to such change or options or rights related to such securities not converted prior to such change been made upon the basis of such change; and

(4) on the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities and subsequent conversion or exchange thereof.

(iii) "Excluded Stock" means (A) shares of Common Stock at any time issuable upon the exercise of options or other Equity Securities granted to directors, officers, bona fide consultants and employees of the Corporation and its subsidiaries issued pursuant to a Board-approved option or incentive plan or agreement, (B) shares of Common Stock issuable upon conversion of the Series A Preferred Shares, and (C) options, warrants or other Equity Securities issued to a bank or other financial institution in connection with a debt financing. "Equity Securities" means all shares of capital stock of the Corporation, all securities convertible or exchangeable for shares of capital stock of the Corporation, and all options, warrants, and other rights to purchase or otherwise acquire from the Corporation shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

(iv) If, at any time after the date of these Restated Articles of Incorporation, the number of shares of Common Stock outstanding is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, following the record date for the determination of holders of Common Stock entitled to receive such stock dividend, subdivision or split-up, the

Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of the Series A Preferred Shares shall be increased in proportion to such increase in outstanding shares. The provisions of this clause shall similarly apply to successive combinations or reverse-splits.

(v) If, at any time after the date of these Restated Articles of Incorporation, the number of shares of Common Stock outstanding is decreased by a combination of the outstanding shares of Common Stock, then, following the record date for such combination, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of the Series A Preferred Shares shall be decreased in proportion to such decrease in outstanding shares. The provisions of this clause (v) shall similarly apply to successive combinations or reverse-splits.

(vi) Except in connection with a Liquidation, in the event of any capital reorganization of the Corporation, any reclassification of the stock of the Corporation (other than a change in par value or from no par value to par value or from par value to no par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation or merger of the Corporation, each share of the Series A Preferred Shares shall after such reorganization, reclassification, consolidation, or merger be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the corporation resulting from such consolidation or surviving such merger to which the holder of the number of shares of Common Stock deliverable (immediately prior to the time of such reorganization, reclassification, consolidation or merger) upon conversion of such share of the Series A Preferred Shares would have been entitled upon such reorganization, reclassification, consolidation or merger. The provisions of this clause (vi) shall similarly apply to successive reorganizations, reclassifications, consolidations or mergers.

(vii) All calculations under this Section 8(d) shall be made to the nearest one hundredth (1/100) of a cent or the nearest one tenth (1/10) of a share, as the case may be.

(viii) In any case in which the provisions of this Section 8(d) shall require that an adjustment shall become effective immediately after a record date of an event, the Corporation may defer until the occurrence of such event (A) issuing to the holder of any share of the Series A Preferred Shares converted after such record date and before the occurrence of such event the shares of capital stock issuable upon such conversion by reason of the adjustment required by such event in addition to the shares of capital stock issuable upon such conversion before giving effect to such adjustments, and (B) paying to such holder any amount in cash in lieu of a fractional share of capital stock pursuant to Section 8(c) above; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional shares and such cash.

(e) Whenever the Conversion Price shall be adjusted as provided in Section 8(d), the Corporation shall make available for inspection during regular business hours, at its

principal executive offices or at such other place as may be designated by the Corporation, a statement, signed by an executive officer, showing in detail the facts requiring such adjustment and the Conversion Price that shall be in effect after such adjustment. The Corporation shall also cause a copy of such statement to be sent by nationally recognized overnight carrier or by first class certified mail, return receipt requested and postage prepaid, to each holder of the Series A Preferred Shares at such holder's address appearing on the Corporation's records. Where appropriate, such copy may be given in advance and may be included as part of any notice required to be mailed under the provisions of Section 8(f) below.

(f) If the Corporation shall propose to take any action of the types described in clauses (iv), (v), (vi) or (vii) of Section 8(d) above, the Corporation shall give notice to each holder of the Series A Preferred Shares, in the manner set forth in Section 8(e) above, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon conversion of the Series A Preferred Shares. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 30 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

(g) The Corporation shall reserve, and at all times from and after the date of these Restated Articles of Incorporation keep reserved, free from preemptive or similar rights, out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred Shares, sufficient shares of Common Stock to provide for the conversion of all outstanding Series A Preferred Shares.

(h) Notwithstanding anything herein to the contrary, any provision of this Section 8 and any adjustments made or required to be made to the Conversion Price may be waived on behalf of all holders of the Series A Preferred Shares by the vote or written consent of the Majority Holders.

(i) Any adjustment to the Conversion Price hereunder shall, for all tax purposes, be treated as an adjustment to the Series A Purchase Price and not as a deemed exchange of the Series A Preferred Shares.

ARTICLE V

The number of directors of the Corporation shall be such as from time to time shall be fixed in the manner provided in the By-laws of the Corporation. The election of directors of the Corporation need not be by ballot unless the By-laws so require.

ARTICLE VI

To the fullest extent permitted by the FBCA, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its

stockholders for monetary damages or breach of fiduciary duty as a director. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she or his or her testator or intestate is or was a director of the Corporation or any subsidiary of the Corporation or any predecessor of the Corporation or any subsidiary of the Corporation, or serves or served at any other enterprise as director at the request of the Corporation or any predecessor to the Corporation, or acted at the direction of any such director against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection therewith.

Any indemnification under this Article VI (unless ordered by a court) shall be made by the Corporation upon a determination that indemnification of the director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the FBCA, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment).

Expenses (including attorneys' fees) incurred by a director of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the director to repay all amounts so advanced in the event that it shall ultimately be determined that such director is not entitled to be indemnified by the Corporation as authorized in this Article VI.

The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation. All rights to indemnification under this Article VI shall be deemed to be a contract between the Corporation and each director of the Corporation or any of its subsidiaries who serves or served in such capacity at any time while this Article VI is in effect.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director of the Corporation or any of its subsidiaries, or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VI.

If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify or advance expenses to each person entitled to indemnification or advancement of expenses, as the case may be, as to all expense, liability and loss actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses, as the case may be, is available to such

person pursuant to this Article VI to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of these Restated 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 cause of action, suit or claim that, but for this Article VI would accrue or arise, prior to such amendment, repeal of adoption of an inconsistent provision.

ARTICLE VII

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided:

(a) In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, the Board is expressly authorized and empowered:

(i) to make, alter, amend or repeal the By-laws in any manner not inconsistent with the laws of the State of Florida or these Restated Articles of Incorporation;

(ii) to determine whether any, and if any, what part, of the net profits of the Corporation or of its surplus shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition of any such net profits or such surplus; and

(iii) to fix from time to time the amount of net profits of the Corporation or of its surplus to be reserved as working capital or for any other lawful purpose.

In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Florida, of these Restated Articles of Incorporation and of the By-laws of the Corporation.

* * *

RESTATED
ARTICLES OF INCORPORATION
OF
ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC.

ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC., a Florida corporation (the "Corporation"), does hereby certify that:

FIRST: The present name of the Corporation is "ENVIRONMENTAL SOLUTIONS WORLDWIDE, INC." The Corporation was originally incorporated by the filing of its original Articles of Incorporation with the Secretary of State of the State of Florida on October 15, 1987 under the name "BBC STOCK MARKET, INC."

SECOND: Amendments to the Corporation's Articles of Incorporation were filed with the Secretary of State of the State of Florida on August 3, 1998, February 19, 1999, March 26, 2002, July 5, 2005, October 21, 2010 and May 15, 2013;

THIRD: These Restated Articles of Incorporation (the "Articles") amend and restate in their entirety the present Articles of Incorporation of the Corporation, as amended, and have been approved in accordance with Section 607.1007 of the Florida Business Corporation Act.


FOURTH: The only voting group entitled to vote on these Articles were the holders of shares of Corporation's Common Stock. The number of vote cast for approval of the Articles by the shareholders was sufficient for approval of the Articles.

FIFTH: These Articles were duly adopted by the shareholders of the Corporation on June 12, 2017.

SIXTH: These Articles shall become effective immediately upon their filing with the Secretary of State of the State of Florida.

SEVEN: Upon the filing of these Articles with the Secretary of State of the State of Florida, the Articles of Incorporation of the Corporation shall be restated in its entirety to read as set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the Corporation has caused these Restated Articles of Incorporation of the Corporation to be signed by the undersigned, the Chief Executive Officer of the Corporation, and the undersigned has executed these Restated Articles of Incorporation of the Corporation and affirms the foregoing as true and under penalty of perjury this 12th day of June, 2017.

A handwritten signature in dark ink, appearing to read 'Patrick Barge', is written over a horizontal line. The signature is stylized with a large initial 'P' and a long horizontal stroke.

Patrick Barge
Chief Executive Officer