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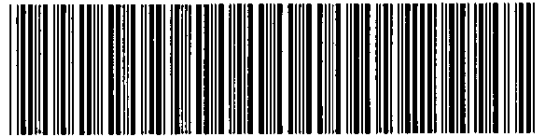
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*Amended &  
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DIVISION OF CORPORATE FILINGS  
15 DEC 21 AM 11:58  
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DEC 22 2015  
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FILED  
15 DEC 21 PM 4:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Charity Deposits Corp

Signature \_\_\_\_\_

Requested by: SETH

Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Walk-In \_\_\_\_\_ Will Pick Up \_\_\_\_\_

\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
\_\_\_\_ Merger File \_\_\_\_\_  
X Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
X Cert. Copy \_\_\_\_\_  
\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
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\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF CHARITY DEPOSITS CORP.**

**FILED**

ARTICLE I. NAME

15 DEC 21 PM 4:59

The name of the Corporation shall be **Charity Deposits Corp.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation. It will be the intention and purpose of the Corporation, but without creating any legally binding obligations to any person, to operate the business in a socially responsible manner by developing and delivering its products or services for customers in ways which nurture and support humanity, including business practices which reflect the Corporation's desire to operate the business in alignment with the following chosen values:

1. Respect and care for our employees and their roles in the Corporation and in life in general, both as employees and as fathers or mothers, sons or daughters, friends or partners of others in life and as member of the communities in which they live and work, creating an environment in which the employees enjoy coming to work and feel inspired and enabled in their own personal growth.
2. Respect for our customers and vendors, always dealing with them fairly and honestly, so they feel our authentic interest in their welfare as well as our own.
3. Respect for the environment, doing business in ways that support and maintain a healthy and sustainable relationship between the Corporation and the environment that we affect, both locally and globally.
4. Respect for the community in which we do business, finding ways to give something back to them in order to express our gratitude for their contribution to us and the lives of our customers, employees and vendors.
5. Respect for our stockholders, creating long term value for them in gratitude for their contributions to our success and growth.

This statement of values is expressed in order to set forth high goals for ourselves and to describe a core foundation around which a natural self-organizing and evolving process can occur for the Corporation, subject, however to the condition and limitation that it is not intended and shall not be construed at any time as the basis for any demand or legal actions by anyone who believes that we have not met those goals.

ARTICLE III. CAPITAL STOCK

The total number of shares of all classes, which the Corporation is authorized to issue, is Twenty Million (20,000,000) shares, consisting of:

1. Fifteen Million (15,000,000) shares of common stock, \$0.001 par value per share ("Common Stock"); and
2. Five Million (5,000,000) shares of preferred stock, \$0.001 par value per share ("Preferred Stock").

Except as otherwise restricted by these Articles of Incorporation, the Corporation is authorized to

issue from time to time all or any portion of the capital stock of the Corporation that is authorized but not issued to such person or persons and for such lawful consideration as it may deem appropriate, and generally in its absolute discretion to determine the terms and manner of any disposition of such authorized but unissued capital stock.

Any and all such shares issued for which the full consideration has been paid or delivered shall be deemed fully paid shares of capital stock, and the holder of such shares shall not be liable for any further call or assessment or any other payment thereon.

The voting powers, designations, preferences, privileges and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions of each class of capital stock of the Corporation shall be as hereafter provided in Article III.

A. PREFERRED STOCK.

1. General. The Preferred Stock may be issued in one or more series at such time or times and for such consideration or considerations as the Corporation's Board of Directors may determine. Each series of Preferred Stock shall be so designated as to distinguish the shares thereof from the shares of all other series and classes.

2. Designation, Voting Powers, Preferences, etc. Authorized and unissued shares of Preferred Stock may be issued with such designations, voting powers (or no voting powers), preferences and relative, participating, optional or other special rights, and qualifications, limitations and restrictions on such rights, as the Board of Directors may authorize by resolutions duly adopted prior to the issuance of any shares of any series of Preferred Stock, including, but not limited to: (i) the distinctive designation of each series and the number of shares that will constitute such series; (ii) the voting rights, if any, of shares of such series and whether the shares of any such series having voting rights shall have multiple or fractional votes per share; (iii) the dividend rate on the shares of such series, any restriction, limitation, or condition upon the payment of such dividends, whether dividends shall be cumulative, and the dates on which dividends are payable; (iv) the prices at which, and the terms and conditions on which, the shares of such series may be redeemed, if such shares are redeemable; (v) the purchase or sinking fund provisions, if any, for the purchase or redemption of shares of such series; (vi) any preferential amount payable upon shares of such series in the event of the liquidation, dissolution, or winding-up of the Corporation, or the distribution of its assets; (vii) the prices or rates of conversion at which, and the terms and conditions on which, the shares are convertible; and (viii) such other preferences, powers, qualifications, rights and privileges, all as the Board of Directors may deem advisable and as are not inconsistent with law and the provisions of this Articles of Incorporation.

B. COMMON STOCK

1. General. The rights of the holders of the Common Stock with respect to dividends and upon the liquidation, dissolution and winding up of the Corporation's affairs, are subject to and qualified by the rights of the holders of Preferred Stock as specified herein and any other class of the Corporation's Capital Securities that may hereafter be issued and outstanding having rights upon the occurrence of a Liquidation Event senior to or *pari passu* with the rights of holders of Common Stock. Each share of Common Stock shall be treated identically as all other shares of Common Stock with respect to dividends, distributions, rights in liquidation and in all other respect.

2. Voting. Each holder of shares of Common Stock is entitled to one vote for each share thereof held by such holder at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding shares of Preferred Stock, and any other classes or series of the Corporation's Capital Stock that may hereafter be authorized and issued having preferred dividend rights senior to or *pari passu* with the rights of holders of Common Stock.

4. Liquidation. Upon the occurrence of a Liquidation Event, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to the rights and preferences of any then outstanding shares of Preferred Stock and any other classes or series of the Corporation's Capital Securities that are issued and outstanding having rights upon the occurrence of a Liquidation Event senior to or *pari passu* with the rights of holders of Common Stock.

5. Increasing Common Stock. 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 plus the number of shares of Common Stock necessary to allow for the conversion or exercise of all convertible or exercisable securities of the Corporation then outstanding) by an affirmative vote of the holders of a majority of the voting stock of the Corporation voting together as one class.

C. SERIES A-1 PREFERRED STOCK. The Corporation is authorized to issue up to Two Million (2,000,000) shares of Preferred Stock as "Series A-1 Preferred Stock" which shall be senior to the Common Stock and Series B Preferred Stock of the Corporation, and have the designations, voting powers, preferences and relative, participating, optional and other special rights and qualifications, limitations and restrictions on such rights as follows:

1. Dividends.

a. The holders of shares of Series A-1 Preferred Stock, in preference to the holders of all Junior Securities, shall be entitled to receive, when and if declared by the Board of Directors out of funds legally available for the purpose, cumulative dividends as provided in this Section. Cumulative dividends on each share of Series A-1 Preferred Stock shall be payable in cash and shall accrue at the per annum rate of eight percent (8%), calculated on the sum of (i) One (\$1.00) Dollar and (ii) all accumulated and unpaid dividends accrued thereon pursuant to this Section from the date of issuance thereof (the "Series A-1 Preferred Dividends"). The term "Series A-1 Liquidation Preference" shall mean the sum of One (\$1.00) plus the Series A-1 Preferred Dividends. Series A-1 Preferred Dividends shall be calculated and compounded annually in arrears on December 31 of each year, prorated on a daily basis for partial periods. Series A-1 Preferred Dividends shall commence to accrue on each share of Series A-1 Preferred Stock from the date of issuance thereof and continue to accrue thereafter until the Series A-1 Liquidation Preference with respect to such share is paid in full in cash, whether or not such dividends are declared by the Board of Directors and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A-1 Preferred Stock as a group, such payment shall be distributed ratably among the holders of Series A-1 Preferred Stock based upon the aggregate accrued but unpaid dividends on the Series A-1 Preferred Stock held by each holder.

b. Except for Permitted Discount Redemptions, without the consent of the Requisite Series A-1 Stockholders, so long as any shares of Series A-1 Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividends or make any other distribution on or redeem any Junior Securities or other class or series of the Corporation's Capital Securities (other than stock dividends and distributions in the nature of a stock split or the like) and will not permit any Subsidiary to redeem, purchase or otherwise acquire for value, or set apart for any sinking or other analogous fund for the redemption or purchase of, any Junior Securities; *provided, however*, that the Corporation may purchase,

redeem or acquire shares of Common Stock issued to directors and employees of, and consultants to, the Corporation pursuant to equity incentive plans upon termination of employment or in accordance with other arrangements approved by the Board of Directors or as otherwise approved by the Requisite Preferred Stockholders.

2. Liquidation Preference. Upon any Liquidation Event, the property of the Corporation shall be paid or distributed in accordance with Article III, Section C.2 of these Articles.

3. Notice.

a. Liquidation Events, Extraordinary Transactions, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any Liquidation Event or (ii) any Liquidation Event is approved by the Board of Directors or the Corporation enters into any agreement with respect thereto, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Series A-1 Preferred Stock at least ten (10) days prior to such record date specified therein or the expected effective date of any such transaction, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event is expected to become effective and, in the case of a Sale of the Corporation, the identity of the parties thereto, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event.

b. Waiver of Notice. The Requisite Series A-1 Stockholders may at any time upon written notice to the Corporation waive, either prospectively or retrospectively, any notice provisions specified herein, and any such waiver shall be effective as to all holders of Series A-1 Preferred Stock.

c. General. In the event that the Corporation provides any notice, report or statement to all holders of Common Stock, the Corporation shall at the same time provide a copy of any such notice, report or statement to each holder of outstanding shares of Series A-1 Preferred Stock.

4. No Reissuance of Preferred Stock. No share or shares of Series A-1 Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation shall be authorized to issue.

5. Redemption.

a. The Series A-1 Preferred Stock may be redeemed at any time on or after the Series A-1 Maturity Date (x) in whole, at the option of the Corporation, or (y) in whole or in part, at the option of any holder thereof (each an "Optional Redemption"); and prior to said Maturity Date, the Corporation may make Permitted Discount Redemptions at any time. In the case of any Optional Redemption, the Corporation shall notify each holder of Series A-1 Preferred Stock of such election in writing (the "Corporation Redemption Notice") no less than sixty (60) days prior to the proposed closing date of the Optional Redemption; and if a holder elects to effect an Optional Redemption, each holder electing to redeem his Series A-1 Preferred Stock shall notify the Corporation in writing (the "Holder Redemption Notice" and together with the Corporation Redemption Notice, the "Redemption Notice") of his election to exercise the rights afforded by this Section. Upon receipt of the Holder Redemption Notice, the Corporation shall promptly notify the remaining holders of the Series A-1 Preferred Stock thereof. Any such remaining holders who submit a substantially similar notice within thirty (30) days following receipt of the Holder Redemption Notice shall be deemed to have the benefit of, and be subject to, the Holder Redemption Notice

upon the same terms applicable to the holders of Series A-1 Preferred Stock originally delivering such Redemption Notice. The redemption price for each share of Series A-1 Preferred Stock shall be cash in an amount equal to the Series A-1 Liquidation Preference on the date the redemption is completed. The redemption price equal to the Series A-1 Liquidation Preference shall be due and payable on or before the sixtieth (60<sup>th</sup>) day following the giving of any Redemption Notice.

b. The "Fair Market Value" of each share of Series A-1 Preferred Stock subject to such Redemption Notice means the total consideration that would be received by a holder of one share of such Series A-1 Preferred Stock upon the sale of all of the Corporation's issued and outstanding capital stock in a single transaction or series of related transactions to a buyer in which the buyer is under no compulsion to buy and the holders of such capital stock are under no compulsion to sell, all parties having reasonable knowledge of all relevant facts, with no minority interest discount being applied and no other discount being applied for any other reason. Such Fair Market Value shall be that which is negotiated by the Corporation and the holders of a majority of the shares of Series A-1 Preferred Stock to be redeemed (the "Requisite Percentage Holders"). If the Corporation and the Requisite Percentage Holders fail to agree on the Fair Market Value within thirty (30) days of the Determination Date, then the Corporation and the Requisite Percentage Holders shall attempt to agree upon an appraiser to determine the Fair Market Value, which appraiser shall be a nationally recognized investment banking firm (the firm or firms engaged to determine the Fair Market Value hereunder having such qualifications being referred to as an "Appraiser"). If, within the ten (10) day period after the expiration of such thirty (30) day period, the Corporation and the Requisite Percentage Holders agree upon an Appraiser to determine the Fair Market Value, then such Appraiser shall make such determination within thirty (30) days of the date of such Appraiser's engagement, and such determination shall govern. If the Corporation and the Requisite Percentage Holders do not, within such ten (10) day period, agree as to a single Appraiser, or if the Appraiser appointed as provided above fails to determine such Fair Market Value within thirty (30) days of the date of such Appraiser's engagement, then each of the Corporation and the Requisite Percentage Holders, by notice to the other, shall appoint one Appraiser which is a nationally recognized investment banking firm. If either the Corporation or the Requisite Percentage Holders shall fail to appoint such an Appraiser within ten (10) days after the lapse of such ten (10) or thirty (30) day period, as applicable, then the Appraiser appointed by the party that does so appoint an Appraiser shall make the determination of such Fair Market Value and such determination shall govern. If two Appraisers are appointed and they agree upon such Fair Market Value, their joint determination shall govern. If said two Appraisers fail to reach agreement within thirty (30) days after the appointment of the last Appraiser to be appointed, the two Appraisers selected shall promptly select a nationally recognized investment banking firm to be the third Appraiser. Such third Appraiser shall, within fifteen (15) days following such Appraiser's appointment, select one of the two other appraisals as constituting Fair Market Value. All decisions of the Appraiser(s) shall be rendered in writing and shall be signed by the Appraiser(s). The Fair Market Value determined as herein provided shall be conclusive, final and binding on the parties and shall be enforceable in any court having jurisdiction over a proceeding brought to seek such enforcement. The cost of the Fair Market Value determination shall not be taken into account in determining Fair Market Value and shall be borne by the Corporation.

c. If the funds of the Corporation legally available for redemption of shares of Series A-1 Preferred Stock are insufficient to redeem the total number of outstanding shares of Series A-1 Preferred Stock entitled to redemption, the holders of shares of Series A-1 Preferred Stock entitled to redemption shall share ratably in any funds legally available for redemption of such shares according to the respective amounts that would be payable with respect to the full number of shares owned by them if all such outstanding shares were redeemed in full. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A-1 Preferred Stock, such funds will be used at the earliest permissible time to redeem the balance of such shares, or such portion thereof for which funds are then legally available. The Corporation shall be obligated to use its best efforts to take such actions as may be necessary (including, without limitation, the issuance of additional equity

securities, the revaluation or recapitalization of the Corporation or the consummation of Sale of the Corporation) in order to permit the full and timely redemption of the shares of Series A-1 Preferred Stock entitled to redemption.

d. Until the holders of Series A-1 Preferred Stock who have exercised redemption rights hereunder, or been subject to an Optional Redemption at the election of the Corporation, have received in cash all amounts provided in this Section, the Series A-1 Preferred Stock being redeemed and not yet paid for shall not be considered redeemed. Such unredeemed shares shall remain outstanding and shall continue to have all rights and preferences (including, without limitation, dividend, conversion and voting rights) provided for herein; *provided, however*, that (i) the rate of dividends accruing on the Series A-1 Preferred Stock for purposes of Section 1 hereof shall increase to fifteen percent (15%) per annum effective on the 61<sup>st</sup> day after the Redemption Notice applicable thereto; and (ii) the holders of such unredeemed shares shall have the ongoing right to be redeemed, together with such rights and remedies as may be available under applicable law, at each such holder's election either (A) to have such holder's remaining outstanding shares of Series A-1 Preferred Stock redeemed, or (B) rescind the Redemption Notice with respect to all or any portion of such unredeemed shares and to continue holding such shares, free of any right of the Corporation to redeem such shares. If a holder of Series A-1 Preferred Stock so elects to rescind the Redemption Notice with respect to Series A-1 Preferred Stock, the rate of dividends arising thereon shall not be deemed to have increased as provided in clause (i) of this subsection (d).

e. The notices provided for in this Section shall be sent, if by or on behalf of the Corporation, to the holders of the Series A-1 Preferred Stock at their respective addresses as shall then appear on the records of the Corporation, or if by any holder of Series A-1 Preferred Stock to the Corporation, (i) notifying such recipient of the redemption, the date of such redemption, the number of shares of Series A-1 Preferred Stock to be redeemed, and the redemption price therefor and (ii) in the case of any notice by or on behalf of the Corporation, stating the place or places at which the shares called for redemption shall, upon presentation and surrender of such certificates representing such shares, be redeemed.

f. Each holder of Series A-1 Preferred Stock may rescind the Holder Redemption Notice with respect to all or any portion of his or its share of Series A-1 Preferred Stock at any time prior to the Corporation's paying the redemption price therefor in accordance herewith.

11. Special Approval Rights. The affirmative vote of the Requisite Series A-1 Stockholders shall be necessary to authorize the Corporation to take any of the following actions (herein, each a "Restricted Action"):

a. Authorize or increase the authorized number of shares of, or issue additional shares of Series A-1 Preferred Stock or any class or series of the Corporation's capital stock or options, warrants or other rights to acquire any such capital stock ranking with respect to liquidation preference, dividends or voting rights, senior in right to, or on a parity with, the Series A-1 Preferred Stock;

b. Amend, repeal or change, directly or indirectly, any of the provisions of the amended and Restated Articles of Incorporation of the Corporation, as in effect on the date of the original issuance of any Series A-1 Preferred Stock, or the By-laws of the Corporation;

c. Authorize or effect, or permit any Subsidiary to authorize or effect, the merger or consolidation of the Corporation or any Subsidiary with any other Person as a result of which the shareholders of the Corporation immediately prior to such merger and consolidation shall own less than 50.1% of the voting securities of the surviving corporation.

D. SERIES B PREFERRED STOCK. The Corporation is authorized to issue Four Hundred Ninety-Three Thousand Six Hundred (493,600) shares of Preferred Stock as "Series B Preferred Stock," which shall have the designations, voting powers, preferences and relative, participating, optional and other special rights and qualifications, limitations and restrictions on such rights as follows:

1. Dividends. No dividends shall accrue or be payable on the Series B Preferred Stock.
2. Liquidation Preference. Upon any Liquidation Event after the holders of all Series A-1 Preferred Stock shall have been paid in full the preferential amounts to which they shall be entitled to receive on account of their Preferred Stock, the remaining net assets of the Corporation shall be distributed first to the holders of the Series B Preferred Stock, and thereafter ratably among the holders of Common Stock.
3. No conversion rights. The Series B Preferred Stock shall not be convertible into or exchangeable for any other security of the Corporation.
4. Redemption. The Corporation shall redeem the Series B Preferred Stock by payment of \$1.00 for each share of Series B Preferred Stock outstanding only upon the first to occur of (i) a Sale of the Corporation or (ii) six (6) months after all Series A-1 Preferred Stock shall have been fully redeemed, subject to the condition that any redemption shall be made only from surplus as reasonably determined by the Board after accounting for all net assets required in the normal course of business of the Corporation.

E. VOTING; ELECTION OF DIRECTORS; MISCELLANEOUS.

1. Voting Generally.
  - a. The holder of each share of Common Stock shall vote together as single class upon all matters submitted to a vote of stockholders.
  - b. Holders of Series A-1 Preferred Stock shall be entitled to the number of votes per share of Series A-1 Preferred Stock, voting upon all matters affecting the Series A-1 Preferred Stock.
  - c. Holders of Series B Preferred Stock shall have no voting rights.
2. Board of Directors. The Corporation's board of directors (the "Board of Directors") shall consist of up to six (6) individuals, all of whom will be appointed by Majority Investor(s). All corporate powers shall be exercised under the authority of, and the business of the Corporation shall be managed under the direction of, the Board of Directors. Members of the Board of Directors must be natural persons who are at least 18 years of age but need not be residents of Florida or shareholders of the Corporation.

ARTICLE IV. DEFINITION OF TERMS USED IN  
THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION

The following terms are used herein with the meanings indicated:

"Affidavit of Loss" an affidavit or agreement satisfactory to the Corporation to indemnify the Corporation, without the need to post any bond or other security for such obligation) from any loss incurred in connection with the loss of any share certificate evidencing shares of the Corporation's Capital Securities.

"Affiliate" means, as applied to the Corporation, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with Corporation and shall also include (a) any Person who is a director or beneficial owner of at least five percent (5%) of the then outstanding equity

securities of the Corporation and Family Members of any such Person and (b) any Person of which the Corporation or an Affiliate (as defined in clause (a) above) of the Corporation shall, directly or indirectly, either beneficially own at least ten percent (10%) of the then outstanding equity securities or constitute at least a 10% equity participant.

"Affiliate" or "affiliate" means with respect to any Person other than the Corporation, any other Person that would be considered to be an affiliate of such Person under Rule 144(a) of the rules of regulations of the Securities and Exchange Commission, as in effect on the date hereof.

"Appraiser" has the meaning specified in various Sections of this Article III.

"Board of Directors" has the meaning specified in Article III.

"Business Day" means a day other than a Saturday, Sunday or legal holiday in the State of Florida.

"Capital Securities" means, as to any Person that is a corporation, the authorized shares of such Person's capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the ownership interests in such Person, including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

"Charter" means the Corporation's Amended and Restated Articles of Incorporation, as amended from time to time.

"Common Stock" means the Corporation's Common Stock, \$.001 par value per share.

"Common Stock Deemed Outstanding" means, at any time of measurement thereof, the number of shares of Common Stock actually outstanding at such time, plus any shares of Common Stock issuable upon the exercise of Options available for grant under any Stock Option Plan approved by the Corporation's Board of Directors.

"Corporation Redemption Notice" has the meaning specified in each of the provisions relating to Redemptions in these Articles.

"Determination Date" has the meaning specified in each of the provisions relating to Redemptions in these Articles.

"Effective Time" means the time this Amendment to the Charter is filed with the Office of the Secretary of State of Florida in accordance with the FBCA.

"Family Member" means, as applied to any individual, such individual's spouse, child (including a stepchild or an adopted child), grandchildren, parent, brother or sister or any spouse of any of the foregoing, and each trust or partnership created for the exclusive benefit of any one or more of them.

"FBCA" means the Florida Business Corporation Act, as in effect from time to time.

"Fully Diluted Basis" means at any time the sum of the number of issued and outstanding shares of Common Stock at such time, including shares issuable in accordance with any warrants or options issued by the Corporation, whether or not vested.

"Junior Securities" with respect to Series A-1 Preferred Stock shall mean Series B Preferred Stock and any of the Corporation's Common Stock and all other Capital Securities of the Corporation other than those that by their terms, state that they are not Junior Securities or provide the holders thereof with rights *pari passu* with, or senior to, those of the holders of Series A-1 Preferred Stock.

"Liquidation Event" shall mean (i) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, (ii) a Sale of the Corporation or (iii) a reorganization of the Corporation required by any court or administrative body in order to comply with any provision of law.

"Majority Investor(s)" means, at any time, that stockholder (or stockholders) holding Company Securities which would constitute sixty percent (60%) of the Common Stock on a Fully Diluted Basis.

"Optional Redemption" has the meaning specified in Article III relative to redemptions in whole or in part elected by stockholders after the Maturity Date of the Preferred Stock held by them.

"Permitted Discount Redemption" means a redemption of any Preferred Stock that is made for consideration in an amount that reflects a discount of forty (40%) percent or more of the Liquidation Preference of the Preferred Stock being redeemed.

"Person" or "person" means an individual, partnership, corporation, limited liability company, association, trust, joint venture, unincorporated organization or other entity and any government, governmental department or agency or political subdivision thereof.

"Preferred Stock" means all Preferred Stock issued by the Corporation.

"Public Offering" means any offering by the Corporation of its Common Stock to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended, or any comparable statement under any similar federal statute then in force, other than an offering of shares being issued as consideration in a business acquisition or combination or an offering in connection with an employee benefit plan.

"Requisite Series A-1 Stockholders" means the holders of more than sixty percent (60%) of the issued and outstanding Series A-1 Preferred Stock.

"Sale of the Corporation" means any of the following: (a) a merger or consolidation of the Corporation into or with any other Person or Persons who are not Affiliates of the Corporation in a single transaction or a series of transactions, whether or not such transactions are related, in which the stockholders of the Corporation immediately prior to such merger, consolidation, transaction or first of such series of transaction possess less than a majority of the Corporation's issued and outstanding voting Capital Securities immediately after such merger, consolidation, transaction or series of such transactions (*provided* that a Qualified Public Offering having such an effect shall not be a "Sale of the Corporation"); or (b) a single transaction or series of transactions, whether or not such transactions are related, pursuant to which a Person or Persons who are not Affiliates of the Corporation acquire all or substantially all of the Corporation's assets determined on a consolidated basis.

"Series A-1 Liquidation Preference" means One (\$1.00) Dollar per share plus accrued dividends.

"Series A-1 Maturity Date" means December 31, 2025.

"Series A-1 Preferred Dividends" has the meaning specified in Article III.

"Series A-1 Preferred Stock" has the meaning specified in Article III.

"Series A-1 Purchase Price" means One U.S. dollar (\$1.00) per share of Series A Preferred Stock (as equitably adjusted to reflect any stock split, stock dividend, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A-1 Preferred Stock).

"Stockholders Agreement" means the Stockholders Agreement among the Corporation and its stockholders, dated as of December 21, 2015, as same may be modified from time to time.

"Subsidiary"/"Subsidiaries" means any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by the Corporation or one or more of the other Subsidiaries of the Corporation or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the ownership interests therein is at the time owned or controlled, directly or indirectly, by the Corporation or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, the Corporation shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if the Corporation shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing general partner of such partnership, association or other business entity or the managing member of such limited liability company.

#### ARTICLE V. ADDRESS

The principal address of the Corporation is 2103 Coral Way, Suite 200, Miami, Florida 33145. The Board of Directors may, from time to time, change the street and post office address of the Corporation as well as the location of its principal office. The street address of the registered office of the Corporation is 2103 Coral Way, Suite 200, Miami, Florida 33145 and the name of the registered agent of the Corporation at that address is William R. Burdette.

#### ARTICLE VI. TERM OF EXISTENCE

This Corporation is to exist perpetually.

#### ARTICLE VII. INDEMNIFICATION

A. The Corporation shall to the fullest extent permitted by law indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise.

B. The Corporation may pay in advance any expenses (including attorneys' fees) that may become subject to indemnification under paragraph A above if the person receiving the advance payment of expenses undertakes in writing to repay such payment if it is ultimately determined that such person is not entitled to indemnification by the Corporation under paragraph A above.

C. The indemnification provided by paragraph A above shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote or consent of stockholders or directors, or otherwise.

D. The indemnification and advance payment provided by paragraphs A and B above shall

continue as to a person who has ceased to hold a position named in paragraph A above and shall inure to such person's heirs, executors, and administrators.

E. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who serves or served at the Corporation's request as a director, officer, employee, agent, partner, or trustee of another Corporation or of a partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have power to indemnify such person against such liability under paragraph A above.

F. If any provision in this Article shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and, to the extent possible, effect shall be given to the intent manifested by the provision held invalid, illegal, or unenforceable.

#### ARTICLE VIII. CERTAIN LIMITATIONS ON LIABILITY OF DIRECTORS

Except to the extent that the Act prohibits the elimination or limitation of liability of directors for breach of the duties of a director, no director of the Corporation shall have any personal liability for monetary damages for any statement, vote, decision, or failure to act, regarding corporate management or policy. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

#### ARTICLE IX. SHAREHOLDER QUORUM AND VOTING

The shareholders may adopt or amend a bylaw that fixes a greater quorum or voting requirement for shareholders than is required by the Act, provided, however, that the adoption or amendment of a bylaw that adds, changes, or deletes a greater quorum or voting requirement for shareholders must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

#### ARTICLE X. AMENDMENTS

The Corporation reserves the right, subject to the written consent of the Majority Investors, to amend, alter or repeal any provisions contained in these Amended and Restated Articles of Incorporation from time to time and at any time in the manner now or hereafter prescribed in these Amended and Restated Articles of Incorporation and by the laws of the State of Florida, and all rights herein conferred upon shareholders are granted subject to such reservation. Notwithstanding the above, the Corporation shall not amend, alter or repeal any provisions contained in these Amended and Restated Articles of Incorporation, which would impact the rights or obligations of the holders of Series A-1 Preferred Stock, unless the Corporation first obtains the written consent of the then current holders of the majority of the outstanding Series A-1 Preferred Stock.

#### ARTICLE XI. MISCELLANEOUS

In furtherance and not in limitation of the powers conferred by the laws of the State of Florida: the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation; elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide; the books of the Corporation may be kept at such place within or without the State of Florida as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of

Directors of the Corporation; and meetings of the shareholders may be held within or without the State of Florida, as the Bylaws may provide.

#### ARTICLE XII. Corporate Officers & Directors

The officers of the Corporation are as follows:

William R. Burdette	Chief Executive Officer & Secretary
Alexandra Esher	President
Jay Stillman	Vice President, Regional Director
Gaspar Ferreiro	Vice President – Chief Technology Officer
Samuel Segui	System Architect

The directors of the Corporation are as follows:

William R. Burdette	Chairman
Alexandra Esher	
Thomas P. Krasner	

I, William R. Burdette, Chief Executive Officer of the Corporation, for the purpose of amending and restating the Corporation's Articles of Incorporation pursuant to the Act, do hereby certify that these Amended and Restated Articles of Incorporation were approved by the Majority Investor of the Corporation as permitted under the Bylaws and Shareholders Agreement of the Corporation and that this is my act and deed on behalf of the Corporation, and the facts herein stated are true as of December 21, 2015.

CHARITY DEPOSITS CORP.

By: \_\_\_\_\_

  
William R. Burdette, CEO