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December 19, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PRIORIA ROBOTICS, INC.
104 N MAIN ST STE 300
GAINESVILLE, FL 32601US

SUBJECT: PRIORIA ROBOTICS, INC.
REF: P03000028033

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

OUR RECORDS INDICATE THE CORRECT NAME OF YOUR CORPORATION IS AS REFERENCED ABOVE. IF YOU WISH TO AMEND YOUR NAME, PLEASE INDICATE THE NEW NAME ONLY IN ARTICLE I OF EXHIBIT A. PLEASE CORRECT THE NAME IN THE HEADING OF EXHIBIT A AS REFERENCED ABOVE.

The date of adoption of each amendment must be included in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Darlene Connell
Regulatory Specialist II

FAX Aud. #: H11000295372
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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIORIA ROBOTICS, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1003 and Section 607.1007 of the Florida Business Corporation Act, Prioria Robotics, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), hereby submits the following for the purpose of further amending and restating its Amended and Restated Articles of Incorporation, and does hereby certify as follows:

1. The name of the Corporation is Prioria Robotics, Inc. The Corporation's original Articles of Incorporation were filed on March 10, 2003.

2. Pursuant to Section 607.1003 and Section 607.1007 of the Florida Business Corporation Act, the Board of Directors duly adopted resolutions proposing to further amend and restate the Amended and Restated Articles of Incorporation of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its shareholders, and authorizing the appropriate officers of the Corporation to recommend the approval of the amendment and restatement to the shareholders and to solicit the consent of the shareholders therefore.

3. These Amended and Restated Articles of Incorporation amend and restate the provisions of the Amended and Restated Articles of Incorporation as set forth in the text of the Amended and Restated Articles of Incorporation attached hereto as Exhibit A and incorporated herein by reference.

4. These Amended and Restated Articles of Incorporation contain amendments to the Amended and Restated Articles of Incorporation requiring shareholder approval.

5. These Amended and Restated Articles of Incorporation were approved by the holders of the requisite number of shares of the Corporation, in accordance with Section 607.0704 of the Florida Business Corporation Act. These Amended and Restated Articles of Incorporation were also approved in accordance with the Articles of Incorporation and Bylaws of the Corporation in effect as of such date.

6. These Amended and Restated Articles of Incorporation were adopted on December 16, 2011 and will be effective upon filing.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Prioria Robotics, Inc. has caused these Amended and Restated Articles of Incorporation to be signed by Bryan da Frota, its President, as of December 16, 2011.

PRIORIA ROBOTICS, INC.

By: 

Bryan da Frota, President

EXHIBIT A**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIORIA ROBOTICS, INC.**

Prioria Robotics, Inc., a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act of the State of Florida (the "**Business Corporation Act**"), does hereby adopt, amend and restate its Amended and Restated Articles of Incorporation as follows:

ARTICLE I

The name of this corporation is Prioria Robotics Holdings, Inc. (the "**Corporation**").

ARTICLE II

The address of the registered office of the Corporation in the State of Florida is 7204 Swan Lake Drive, Fort Myers, FL 33919. The name of its registered agent at such address is Robert da Frota. The address of the principal office of the Corporation is 104 North Main Street, Suite 300, Gainesville, FL 32601.

ARTICLE III

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act.

ARTICLE IV

At the time the filing of these Amended and Restated Articles of Incorporation (these "**Articles of Incorporation**") with the Secretary of State of the State of Florida becomes effective:

(i) each share of the Corporation's Common Stock, no (\$0.00) par value per share (the "**Old Common Stock**"), issued and outstanding immediately prior to the effectiveness of this filing, shall be changed and converted into one (1) share of Class A Voting Common Stock, no (\$0.00) par value per share (the "**Class A Common Stock**");

(ii) all authorized but unissued shares of Old Common Stock shall be eliminated.

Upon the effectiveness of these Articles of Incorporation of the Corporation, the conversion of the issued and outstanding shares of the Old Common Stock (and such shares as are issuable upon the exercise of any outstanding options or outstanding warrants to purchase shares of Old Common Stock) shall occur automatically without any further action by the holders of such shares of Old Common Stock and whether or not the certificates representing the shares of Old Common Stock are surrendered to the Corporation; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless certificates evidencing such shares of Old Common Stock which have been converted are either delivered to the Corporation, as hereinafter provided, or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

Upon the occurrence of the automatic conversion of the Old Common Stock, the holders of Old Common Stock shall surrender the certificates held by them representing such shares of Old Common Stock at the offices of the Corporation or its counsel. Such holders shall be entitled to receive as soon as practicable, upon surrender of such certificates, a certificate or certificates representing shares of Class A Common Stock to which such holder shall be entitled pursuant to the provisions of the preceding paragraphs. Upon the effectiveness of the conversion of the Old Common Stock into the Class A Common Stock, until such time as the certificates representing shares of Old Capital Stock have been surrendered to the Corporation as provided in this paragraph, such certificates shall represent only the right to receive certificates representing shares of Class A Common Stock in accordance with the terms hereof.

Immediately following the effectiveness of these Articles of Incorporation of the Corporation and the automatic conversion of the Old Common Stock into Class A Common Stock, the authorized capital stock of the Corporation shall be as follows:

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 12,000,000 shares of Common Stock, no (\$0.00) par value per share ("**Common Stock**"), of which (A) 10,065,902 shares shall be designated the Class A Voting Common Stock ("**Class A Common Stock**") and (B) 1,934,098 shares shall be designated the Class C Voting Non-Equity Common Stock (sometimes referred to as the "**Class C Common Stock**" or the "**Special Voting Common Stock**"), and (ii) 7,716,410 shares of Preferred Stock, no (\$0.00) par value per share ("**Preferred Stock**"), of which (A) 307,967 shares of Preferred Stock shall be designated "**Series A Preferred Stock**," (B) 3,981,628 shares of Preferred Stock shall be designated "**Series B Preferred Stock**," (C) 2,492,716 shares of Preferred Stock shall be designated "**Series C Preferred Stock**" and (D) 934,098 shares shall be designated the "**Series C Voting Non-Equity Preferred Stock**" (the "**Special Voting Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein and of any series as may be designated by the Board of Directors of the Corporation upon any issuance of the Preferred Stock of any series. The Class A Common Stock and the Special Voting Common Stock shall have the following respective rights, preferences, privileges and restrictions:

1. Class A Common Stock

(a) Dividends. The holders of the Class A Common Stock shall be entitled, when, as and if declared by the Board of Directors of the Corporation, consistent with the Business Corporation Act, on each outstanding share of Class A Common Stock to dividends and distributions whether of cash, securities of other persons, evidences of indebtedness, assets, Convertible Securities (as defined below), Options (as defined below) or rights to acquire any of the above out of funds and assets of the Corporation lawfully available for that purpose, subject to any preferential dividend rights of any of the then outstanding Preferred Stock and subject to the payments provided for herein upon the occurrence of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation (including any Deemed Liquidation Event (as hereinafter defined)).

(b) Voting Rights. The holders of the Class A Common Stock are entitled to one vote for each share held with respect to all matters voted on (or consented to by written consent in lieu of meeting) by the shareholders of the Corporation; provided, however, that, except as otherwise required by law, holders of Class A Common Stock, as such, shall not be entitled to vote on any amendment to these Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to these Articles of Incorporation or pursuant to the Business Corporation Act. The Class A Common Stock shall not have any right to vote separately as a class except (i) as expressly provided herein or (ii) as required pursuant to non-waiveable provisions of law (it being the intent of this provision that any waiveable right of the Class A Common Stock to vote separately as a class is waived to the fullest extent permitted by law). There shall be no cumulative voting.

(c) Liquidation Rights. Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (including any Deemed Liquidation Event), the holders of the Class A Common Stock shall be entitled to receive that portion of the funds to be distributed to the shareholders, subject to any preferential and participation rights of any of the then outstanding Preferred Stock. Such funds shall be paid to the holders of the Class A Common Stock on the basis of the number of shares so held by each of them.

2. Special Voting Common Stock

(a) Dividends. No dividends may be paid on the shares of the Special Voting Common Stock.

(b) Voting Rights. The holders of the shares of the Special Voting Common Stock are entitled to one vote for each share so held with respect to all matters voted on (or consented to by written consent in lieu of meeting) by the shareholders of the Corporation; provided, however, that, except as otherwise required by law, holders of Special Voting Common Stock, as such, shall not be entitled to vote on any amendment to these Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to these Articles of Incorporation or pursuant to the Business Corporation Act. There shall be no cumulative voting. Notwithstanding the foregoing, no provision of this Section A(2) shall be amended or modified (whether by amendment, restatement, merger, consolidation or otherwise) without the approval of the holders of a majority of the outstanding shares of Special Voting Common Stock and Special Voting Preferred Stock, voting together as a separate class on an as converted to Special Voting Common Stock basis. For all purposes hereof, to the extent that the term "on an as converted to Class A Common Stock basis" is used with respect to the Special Voting Common Stock, it shall mean that the Special Voting Common Stock gets to vote together with the other securities entitled to vote, exercising the same number of votes per share as a share of Class A Common Stock, notwithstanding that the Special Voting Common Stock is not convertible into Class A Common Stock.

(c) Liquidation Rights. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation (including any Deemed Liquidation Event), the holders of the shares of the Special Voting Common Stock shall not be entitled to receive any portion of the funds to be distributed to the shareholders.

B. PREFERRED STOCK

Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. The Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and the Special Voting Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article IV refer to sections and subsections of Part B of this Article IV.

1. Dividends.

1.1 Series C Preferred Stock. From and after the date of the issuance of any shares of Series C Preferred Stock, dividends shall accrue on each share of Series C Preferred Stock at the rate per annum equal to eight percent (8%) of the Series C Original Issue Price per share of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) (the "Series C Accruing Dividends"). The Series C Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 1 or in Subsection 2.1, Subsection 4.3 and Section 6, the Corporation shall be under no obligation to pay the Series C Accruing

Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Class A Common Stock payable in shares of Class A Common Stock) unless all of the following conditions are met, each condition calculated on the record date for determination of holders entitled to receive such dividend:

(a) the Corporation has received all necessary consents required elsewhere in these Articles of Incorporation;

(b) each holder of the Series C Preferred Stock then outstanding shall first or simultaneously receive the amount of the Series C Accruing Dividends then accrued on such holder's shares of Series C Preferred Stock and not previously paid; and

(c) each holder of the Series C Preferred Stock then outstanding shall receive a dividend on each outstanding share of Series C Preferred Stock held by such holder in an amount equal to the dividend per share of Series C Preferred Stock as would equal the product of (1) the dividend payable on each share of Class A Common Stock and (2) the number of shares of Class A Common Stock issuable upon conversion of a share of Series C Preferred Stock.

The "**Series C Original Issue Price**" shall mean \$2.6764 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock.

1.2 Special Voting Preferred Stock. No dividends may be paid on the shares of the Special Voting Preferred Stock.

1.3 Series B Preferred Stock. After the payment of any dividends to the holders of shares of Series C Preferred Stock as provided in subsection 1.1, the holders of shares of Series B Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Class A Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Class A Common Stock of this corporation). From and after the date of the issuance of any shares of Series B Preferred Stock, dividends shall accrue on each share of Series B Preferred Stock at the rate per annum equal to eight percent (8%) of the Series B Original Issue Price per share of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock) (the "**Series B Accruing Dividends**"). The Series B Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 1 or in Subsection 2.3, Subsection 4.3 and Section 6, the Corporation shall be under no obligation to pay the Series B Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of the Series C Preferred Stock or dividends on shares of Class A Common Stock payable in shares of Class A Common Stock) unless all of the following conditions are met, each condition calculated on the record date for determination of holders entitled to receive such dividend:

(a) the Corporation has received all necessary consents required elsewhere in these Amended and Restated Articles of Incorporation;

(b) each holder of the Series B Preferred Stock then outstanding shall first or simultaneously receive the amount of the Series B Accruing Dividends then accrued on such holder's shares of Series B Preferred Stock and not previously paid; and

(c) each holder of the Series B Preferred Stock then outstanding shall receive a dividend on each outstanding share of Series B Preferred Stock held by such holder in an amount equal to the dividend per share of Series B Preferred Stock as would equal the product of (1) the dividend payable on each share of Class A Common Stock and (2) the number of shares of Class A Common Stock issuable upon conversion of a share of Series B Preferred Stock.

The "**Series B Original Issue Price**" shall mean \$2.1891 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock.

1.4 **Series A Preferred Stock.** The Corporation shall not declare, pay or set aside any dividends on shares of any shares of Class A Common Stock (other than dividends on shares of Class A Common Stock payable in shares of Class A Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to six percent (6%) of the Series A Original Issue Price per share of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) per year from and after the date of the issuance of any shares of Series A Preferred Stock (to the extent not previously paid). The foregoing dividend shall not be cumulative. The "**Series A Original Issue Price**" shall mean \$1.9483 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

2. **Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.**

2.1 **Payments to Holders of Series C Preferred Stock.** In the event of any Liquidation Event (as defined below), the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, and before any payment shall be made to the holders of Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or any other class or series of capital stock ranking on liquidation junior to the Series C Preferred Stock by reason of their ownership thereof, an amount per share equal to the Series C Original Issue Price plus the Series C Accruing Dividends. If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which

they shall be entitled under this Subsection 2.1, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Payments to Holders of Special Voting Preferred Stock. In the event of any Liquidation Event, the holders of the shares of the Special Voting Preferred Stock shall not be entitled to receive any portion of the funds to be distributed to the shareholders.

2.3 Payments to Holders of Series B Preferred Stock. In the event of any Liquidation Event, the holders of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after the payment of the preferential amount required to be paid to the holders of the Series C Preferred Stock pursuant to Subsection 2.1 and before any payment shall be made to the holders of Series A Preferred Stock, Class A Common Stock or any other class or series of capital stock ranking on liquidation junior to the Series B Preferred Stock by reason of their ownership thereof, an amount per share equal to the Series B Original Issue Price plus the Series B Accruing Dividends. If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.3, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.4 Payments to Holders of Series A Preferred Stock. In the event of any Liquidation Event (as defined below), after the payment of all preferential amounts required to be paid to the holders of shares of Series C Preferred Stock and Series B Preferred Stock pursuant to Subsections 2.1 and 2.2 respectively, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, and before any payment shall be made to the holders of Class A Common Stock or any other class or series of capital stock ranking on liquidation junior to the Series A Preferred Stock by reason of their ownership thereof, an amount per share equal to the Series A Original Issue Price, plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.4, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.5 Distribution of Remaining Assets. In the event of any Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the shares of Series C Preferred Stock, Series B Preferred Stock, Series A Preferred

Stock and Class A Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Class A Common Stock pursuant to the terms of these Articles of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation. The aggregate amount which a holder of a share of Series C Preferred Stock is entitled to receive under Subsections 2.1 and 2.5 is hereinafter referred to as the "**Series C Liquidation Amount.**" The aggregate amount which a holder of a share of Series B Preferred Stock is entitled to receive under Subsections 2.3 and 2.5 is hereinafter referred to as the "**Series B Liquidation Amount.**" The aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive under Subsections 2.4 and 2.5 is hereinafter referred to as the "**Series A Liquidation Amount.**"

2.6 Liquidation Events.

2.6.1 Definition. A "**Liquidation Event**" shall mean (a) any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, or (b) any transaction or series of transactions resulting in any of the following: (i) a sale, lease, license, transfer, exchange or other disposition of all or substantially all the assets of the Corporation, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation, or of substantially all of the assets of one or more subsidiaries, if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, (ii) a merger, consolidation, sale or reorganization as a result of which shareholders of the Corporation immediately prior to such merger, consolidation, sale or reorganization either possess (on account of the securities received or retained in such transaction on account of the equity securities of the Corporation owned by them prior to the consummation of such transaction or transactions) less than 50% of the voting power of the acquiring, surviving or successor entity immediately following such merger, consolidation, sale or reorganization, or (iii) the transfer by one or more shareholders of the Corporation of securities of the Corporation representing 50% or more of the combined voting power of the then-outstanding securities of the Corporation (each of the transactions set forth in this clause (b), a "**Deemed Liquidation Event**"); provided, however, if the holders of (i) a majority of the then outstanding shares of Series C Preferred Stock and Special Voting Preferred Stock, voting together as a single class on an as-converted to Class A Common Stock basis and (ii) a majority of the then outstanding shares of Series B Preferred Stock, voting as a separate class, so elect by giving written notice to the Corporation before the effective date of a transaction that would constitute a Deemed Liquidation Event, such transaction shall not be deemed a Liquidation Event and the provisions of Subsection 4.4 shall apply. In the case of the Special Voting Preferred Stock, the term "**as-converted to Class A Common Stock**" shall mean the number of whole shares of Class A Common Stock into which that number of shares of Series C Preferred Stock as is equal to the number of Special Voting Preferred Stock held by such holder are convertible as of such date.

2.6.2 Effecting a Liquidation Event.

(a) The Corporation shall not have the power to effect a Liquidation Event referred to in Subsections 2.6.1(b)(ii) or 2.6.1(b)(iii) unless the consideration payable to the shareholders of the Corporation is allocated among and paid to the holders of capital stock of the Corporation in accordance with Subsections 2.1 through 2.5.

(b) In the event of a Liquidation Event referred to in Subsection 2.6.1(b)(i), if the Corporation does not effect a dissolution of the Corporation under the Business Corporation Act within 90 days after such Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the holders of at least a majority of the then outstanding shares of Preferred Stock, voting together as a single class on an as-converted to Class A Common Stock basis, so request in a written instrument delivered to the Corporation not later than 120 days after such Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the "**Available Proceeds**"), to the extent legally available therefor, on the 150th day after such Liquidation Event, to redeem all outstanding shares of Preferred Stock and Common Stock in accordance with the provisions of Subsections 2.1 through 2.5. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock and/or Common Stock, the Corporation shall redeem a pro rata portion of each holder's shares in accordance with the provisions of Subsections 2.1 through 2.5 to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The Series A Preferred Stock is not redeemable except in accordance with the provisions of this Subsection 2.6.2(b). Prior to the distribution or redemption provided for in this Subsection 2.6.2(b), the Corporation shall not expend or dissipate the consideration received for such Liquidation Event, except to discharge expenses incurred in connection with such Liquidation Event or in the ordinary course of business.

2.6.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such Liquidation Event shall be the cash or the fair market value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The fair market value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation. Notwithstanding the foregoing, unless approved by the holders of a majority of the then outstanding shares of Series C Preferred Stock and Special Voting Preferred Stock, voting together as a single class on an as-converted to Class A Common Stock basis, (x) no cash consideration shall be distributed to any class of series of stock until the holders of Series C Preferred Stock have received cash distributions of not less than the Series C

Original Issue Price plus all accrued and unpaid Series C Accruing Dividends and (y) the holders of Series C Preferred Stock shall not receive a lesser percentage of their distributions in cash than any other class or series of equity securities

2.6.4 Allocation of Escrow. If any portion of the consideration payable to the shareholder of the Corporation pursuant to any Liquidation Event is placed into escrow and/or is payable subject to contingencies or is otherwise paid on a deferred basis, the Transaction Agreement shall provide that (1) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with this Section B.2.6 as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event and (2) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with this Section B.2.6 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Voting.

3.1 General. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Class A Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. In the case of the Special Voting Preferred Stock, each holder of outstanding shares of Special Voting Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Class A Common Stock into which that number of shares of Series C Preferred Stock as is equal to the number of Special Voting Preferred Stock held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. Except as provided by law or by the other provisions of these Articles of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The number of directors of the Corporation shall be seven (7). Subject to the provisions of Subsections 3.2.1, 3.2.2 and 3.2.3, the holders of record of the shares of Series C Preferred Stock and Special Voting Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series C Director**"). The holders of record of the shares of (a) Series C Preferred Stock and Special Voting Preferred Stock, exclusively and as a separate class on an as converted to Class A Common Stock basis, and (b) Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B/C Director**"). The holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**" and together with the Series C Director and the Series B/C Director, the "**Preferred Directors**"). The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation. The holders of record of the shares of Preferred Stock and Common Stock, each voting as a separate class on an as-converted to Class A Common

Stock basis, shall be entitled to elect three (3) directors, two of whom shall be independent directors not affiliated with any shareholder of the Corporation, but shall be subject to the approval of the remaining members of the Board of Directors. Any director elected as provided in this Subsection 3.2 may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class (or classes) or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of shares of Series C Preferred Stock, Special Voting Preferred Stock, Series B Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as separate classes, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series C Preferred Stock, Special Voting Preferred Stock, Series B Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2.

3.2.1 At any time when there are issued and outstanding less than 690,389 shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock), then (i) the Series B Director shall be elected by all holders of the Common Stock and Preferred Stock, voting together as a single class, and (ii) the Series B/C Director shall be elected by the holders of the Series C Preferred Stock and Special Voting Preferred Stock, voting together as a single class on an as-converted to Class A Common Stock basis.

3.2.2 At any time when there are issued and outstanding less than 1,247,358 shares of Series C Preferred Stock and Special Voting Preferred Stock, collectively, (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock and Special Voting Preferred Stock), then (i) the Series C Director shall be elected by all holders of the Common Stock and Preferred Stock, voting together as a single class and (ii) the Series B/C Director shall be elected by the holders of the Series B Preferred Stock on an as-converted to Class A Common Stock basis.

3.2.3 At any time when there are issued and outstanding less than (a) 690,389 shares of Series B Preferred Stock and (b) 1,247,358 shares of Series C Preferred Stock and Special Voting Preferred Stock, collectively, (subject, in each case, to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock, Special Voting Preferred Stock and

Series B Preferred Stock, as applicable), then the Series B/C Director shall be elected by all holders of the Common Stock and Preferred Stock, voting together as a single class on an as-converted to Class A Common Stock basis.

3.3 Series C, Special Voting and Series B Preferred Stock Protective Provisions. At any time when a combined total of at least (i) 623,179 shares, collectively, of Series C Preferred Stock and Special Voting Preferred Stock or (ii) 345,194 shares Series B Preferred Stock (in each case, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of (i) the then outstanding shares of the Series C Preferred Stock and Special Voting Preferred Stock, voting together as a single class, and (ii) the then outstanding shares of the Series B Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) as separate classes (with respect to subclauses (i) and (ii)) and on an as-converted to Class A Common Stock basis:

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Liquidation Event, or consent to any of the foregoing;

(b) amend, alter or repeal any provision of these Articles of Incorporation or Bylaws of the Corporation in a manner that affects the powers, preferences or rights of a series of Preferred Stock, provided that any such amendment, alteration or repeal shall also receive the vote or consent of the holders of a majority of each series of Preferred Stock adversely affected by such amendment, alteration or repeal;

(c) create, or authorize the creation of any additional class or series of capital stock, or reclassify any shares of capital stock into any other shares of capital stock, unless the same ranks junior to the Series B Preferred Stock and Series C Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and redemption rights, registration rights, voting, conversion, or any other rights, preferences or privileges, provided that such creation, authorization or reclassification shall also receive the vote or consent of a majority of the holders of the Series B Preferred Stock and the Series C Preferred Stock voting as a single class on an as-converted to Class A Common Stock basis;

(d) purchase or redeem, or agree to purchase or redeem (or permit any subsidiary to purchase or redeem, or agree to purchase or redeem), any shares of capital stock of the Corporation other than (i) redemptions of Preferred Stock as expressly authorized herein, (ii) acquisitions of Special Voting Common Stock or Special Voting Preferred Stock pursuant to that certain Put and Support Agreement to be entered into by and among certain shareholders of Prioria Robotics, Inc. ("OpCo"), OpCo and the Corporation after these Articles of Incorporation becomes effective (the "Put and Support Agreement") and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service;

(e) pay or declare any dividend or make any distribution (other than those subject to clause (d) above) on any shares of capital stock of the Corporation other than (i) dividends or other distributions payable on the Class A Common Stock solely in the form of additional shares of Class A Common Stock; (ii) the payment of the Series B Accruing Dividend as expressly authorized herein; (iii) the payment of the Series C Accruing Dividend as expressly authorized herein;

(f) effect any exchange or reclassification of any shares affecting the Preferred Stock or any recapitalization involving the Corporation and its subsidiaries taken as a whole;

(g) enter into any transaction with any member of the Board of Directors, except for transactions entered at arms-length terms which are no less favorable to the Corporation than could be obtained from unrelated third parties;

(h) increase the authorized number of shares of Preferred Stock or Common Stock;

(i) take any other action that would materially and adversely affect the holders of the Preferred Stock;

(j) increase or decrease the authorized number of directors constituting the Board of Directors, or change any procedure of the Corporation relating to the designation, nomination, or election of the Board of Directors; or

(k) amend this Subsection 3.3.

3.4 Special Voting Preferred Approval Rights. The rights, preferences and privileges of the Special Voting Preferred Stock and the Special Voting Common Stock expressly set forth in these Articles shall not be amended or modified (whether by amendment, restatement, merger, consolidation or otherwise) without the approval of the holders of a majority of the outstanding Special Voting Preferred Stock, voting separately; provided, that it is acknowledged and agreed that an amendment with respect to the voting rights of the Series C Preferred Stock or the Class A Common Stock which does not disproportionately affect the rights of the Special Voting Preferred Stock or Series C Preferred Stock shall not require approval pursuant to this Subsection 3.4.

4. Optional Conversion.

The holders of the Preferred Stock (excluding the Special Voting Preferred Stock) shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock (excluding the Special Voting Preferred Stock) shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Class A Common Stock as is

determined by dividing the applicable Original Issue Price for such series of Preferred Stock by the Conversion Price (as defined below) in effect at the time of conversion. The "**Conversion Price**" for each series of Preferred Stock (excluding the Special Voting Preferred Stock) shall on the Series C Initial Issue Date (as defined below) be equal to the applicable Original Issue Price for such series of Preferred Stock. Such Conversion Price, and the rate at which shares of Preferred Stock (excluding the Special Voting Preferred Stock) may be converted into shares of Class A Common Stock, shall be subject to adjustment after the Series C Initial Issue Date as provided below.

4.1.2 Termination of Conversion Rights. In the event of a Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock; provided, however, that any election by the holders of Preferred Stock (excluding the Special Voting Preferred Stock) to convert such shares into shares of Class A Common Stock may be made contingent upon the closing of the transaction that will result in the payment to such holders of any amounts distributable on such Liquidation Event, and any such election to convert such shares shall be fully revocable in the event that such transaction does not close.

4.2 Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of the Preferred Stock (excluding the Special Voting Preferred Stock). 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 fair market value of a share of Class A Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock (excluding the Special Voting Preferred Stock) the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock (excluding the Special Voting Preferred Stock) to voluntarily convert shares of Preferred Stock (excluding the Special Voting Preferred Stock) into shares of Class A Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Class A Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its

attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Class A Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, (i) a certificate or certificates for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof, (ii) a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Class A Common Stock, (iii) cash as provided in Subsection 4.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion and (iv) payment in cash of any declared but unpaid dividends, including, if applicable, the Series B Accruing Dividends or the Series C Accruing Dividends, on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock (excluding Special Voting Preferred Stock) shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then 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 Class A Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price for any series of Preferred Stock below the then par value of the shares of Class A Common Stock issuable upon conversion of such Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Class A Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Class A Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon, including, if applicable, the Series B Accruing Dividend or the Series C Accruing Dividend. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any conversion, no adjustment to the applicable Conversion Price for any series of Preferred Stock shall be made for any declared

but unpaid dividends on any such Preferred Stock surrendered for conversion or on the Class A Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Class A Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Class A Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article IV, the following definitions shall apply:

(a) **"Option"** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Class A Common Stock or Convertible Securities.

(b) **"Series C Original Issue Date"** shall mean the date on which the first share of Series C Preferred Stock was issued.

(c) **"Convertible Securities"** shall mean any evidences of indebtedness, shares (including, without limitation, the Preferred Stock) or other securities directly or indirectly convertible into or exchangeable for Class A Common Stock, but excluding Options.

(d) **"Additional Shares of Class A Common Stock"** shall mean all shares of Class A Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than the following shares of Class A Common Stock, and shares of Class A Common Stock deemed issued pursuant to the following Options and Convertible Securities (collectively **"Exempted Securities"**):

(i) shares of Class A Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock;

(ii) shares of Class A Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Class A Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;

(iii) up to 896,465 shares of Class A Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation;

(iv) shares of Class A Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Class A Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security and any adjustment to the applicable Conversion Price of any series of Preferred Stock required pursuant to this Section 4.4 upon the issuance of such Option or Convertible Security was properly made;

(v) shares of Class A Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation, including at least two (2) Preferred Directors;

(vi) shares of Class A Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation, including at least two (2) Preferred Directors; or

(vii) shares of Class A Common Stock and Series C Preferred Stock issued in exchange for Exchange Shares pursuant to and in accordance with the terms of the Put and Support Agreement.

4.4.2 No Adjustment of Conversion Price. No adjustment in the applicable Conversion Price of any series of Preferred Stock shall be made as the result of the

issuance or deemed issuance of Additional Shares of Class A Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of such series of Preferred Stock (including, in the case of the Series C Preferred Stock the Special Voting Preferred Stock), agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Class A Common Stock.

4.4.3 Deemed Issue of Additional Shares of Class A Common Stock.

(a) If the Corporation at any time or from time to time after the Series C Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Class A Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Class A Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the applicable Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Class A Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the applicable Conversion Price of any series of Preferred Stock computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the applicable Conversion Price of any series of Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price for such series of Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price for such series of Preferred Stock that would have resulted from any issuances of Additional Shares of Class A Common Stock (other than deemed issuances of Additional Shares of Class A Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the

issuance of which did not result in an adjustment to the applicable Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Class A Common Stock subject thereto was equal to or greater than the Conversion Price for such series of Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Class A Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Class A Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, the applicable Conversion Price of any series of Preferred Stock shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Class A Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the applicable Conversion Price of any series of Preferred Stock provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Class A Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the applicable Conversion Price of any series of Preferred Stock that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price for such series of Preferred Stock that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Class A Common Stock. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Class A Common Stock (including Additional Shares of Class A Common Stock deemed to be issued pursuant to Subsection 4.4.3), without

consideration or for a consideration per share less than the applicable Conversion Price of any series of Preferred Stock in effect immediately prior to such issue, then the applicable Conversion Price of such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP₂" shall mean the Conversion Price in effect for such series of Preferred Stock immediately after such issuance or deemed issuance of Additional Shares of Class A Common Stock

(b) "CP₁" shall mean the Conversion Price in effect for such series of Preferred Stock immediately prior to such issuance or deemed issuance of Additional Shares of Class A Common Stock;

(c) "A" shall mean the number of shares of Class A Common Stock outstanding immediately prior to such issue of Additional Shares of Class A Common Stock (treating for this purpose as outstanding all shares of Class A Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including (i) the Preferred Stock other than the Special Voting Preferred Stock and (ii) the Exchangeable Shares) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Class A Common Stock that would have been issued if such Additional Shares of Class A Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issuance or deemed issuance by CP₁); and

(e) "C" shall mean the number of such Additional Shares of Class A Common Stock issued or deemed issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Class A Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as

determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Class A Common Stock are issued together with other shares or securities or other assets of the Corporation (including any Options or Convertible Securities the issuance of which would constitute a deemed issuance of Additional Shares of Common Stock) for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation, including at least 2 of the Preferred Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Class A Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Class A Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities

and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Class A Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the applicable Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than 180 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price for such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series C Original Issue Date effect a subdivision of the outstanding Class A Common Stock, the applicable Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Class A Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series C Original Issue Date combine the outstanding shares of Class A Common Stock, the applicable Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Class A Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable on the Class A Common Stock in additional shares of Class A Common Stock, then and in each such event the applicable Conversion Price of each series of Preferred Stock (excluding Special Voting Preferred Stock) in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price for such series of Preferred Stock (excluding Special Voting Preferred Stock) then in effect by a fraction:

- (1) the numerator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and
- (2) the denominator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close

of business on such record date plus the number of shares of Class A Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Conversion Price of each series of Preferred Stock (excluding Special Voting Preferred Stock) shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price for such series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Common Stock in respect of outstanding shares of Class A Common Stock) or in other property and the provisions of Section B.1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock (excluding Special Voting Preferred Stock) shall receive, simultaneously with the distribution to the holders of Class A Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock (excluding Special Voting Preferred Stock) had been converted into Class A Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.4, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Class A Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.5, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock (excluding Special Voting Preferred Stock) shall thereafter be convertible in lieu of the Class A Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock (excluding Special Voting Preferred Stock) immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock (excluding Special Voting Preferred Stock), to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price of each series of Preferred Stock (excluding Special Voting Preferred Stock)) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock (excluding Special Voting Preferred Stock).

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of any series of Preferred Stock (excluding Special Voting Preferred Stock) pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock (excluding Special Voting Preferred Stock) a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable Conversion Price for such series of Preferred Stock then in effect, and (ii) the number of shares of Class A Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such series of Preferred Stock (excluding Special Voting Preferred Stock).

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Preferred Stock Generally.

(a) Trigger Events. Upon either (a) the closing of the sale of shares of Class A Common Stock to the public in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$20,000,000 of net proceeds to the Corporation at a price per share of not less than three (3) times the then effective Conversion Price of the Series C Preferred Stock or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of (i) a majority of the then outstanding shares of Series C Preferred Stock and Special Voting Preferred Stock and (ii) at least a majority of the then outstanding shares of Series B Preferred Stock, voting as separate classes (with respect to clauses (i) and (ii)) and on an as-converted to Class A Common Stock basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), (i) all outstanding shares of Preferred Stock (excluding Special Voting Preferred Stock) shall automatically be converted into shares of Class A Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

(b) Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice shall be sent at least ten (10) days in advance of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series,

and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

5.2 Special Voting Preferred Stock.

(a) In the event that any of the Class C Preferred Exchangeable Shares (as such shares may be hereafter amended or redesignated, the "**Class C Preferred Exchangeable Shares**") in the share capital of OpCo then held by any holder of shares of Special Voting Preferred Stock are converted into Common Exchangeable Shares (as such shares may be hereafter amended or redesignated, the "**Common Exchangeable Shares**") in the share capital of OpCo in accordance with the articles of incorporation of OpCo, as amended and in effect from time to time (the "**OpCo Articles**"), then that number of shares of Special Voting Preferred Stock then held by such holder that is equal to the number of Class C Preferred Exchangeable Shares so converted into Common Exchangeable Shares shall automatically, and without any further action on the part of such holder, be converted into such number of shares of Special Voting Common Stock as is equal to the number of whole shares of Class A Common Stock into which that number of shares of Series C Preferred Stock as is equal to such number of Special Voting Preferred Stock held by such holder and subject to conversion under this Subsection 5.2(b) are then convertible, effective upon, subject to, and concurrently with, the conversion of such Class C Preferred Exchangeable Shares into Common Exchangeable Shares. Upon such conversion (a "**Special Voting Preferred Stock Mandatory Conversion**"), any shares of Special Voting Preferred Stock so converted shall be cancelled and not subject to reissuance.

(b) Upon a Special Voting Preferred Stock Mandatory Conversion, each holder of shares of Special Voting Preferred Stock converted pursuant to Subsection 5.2(a) shall surrender his, her or its certificate or certificates for all such shares so converted to the Corporation at its principal office or such other location as determined by the Board of Directors of the Corporation, and shall thereafter receive certificates for the number of shares of Special Voting Common Stock to which such holder is entitled pursuant to this Section 5. All rights with respect to the Special Voting Preferred Stock converted pursuant to Subsection 5.2(a), including the rights, if any, to receive notices and vote (other than as a holder of Special Voting Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Special Voting Common Stock into which such Special Voting Preferred Stock has been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Special Voting Preferred Stock Mandatory Conversion and the surrender of the certificate or certificates for Special Voting Preferred Stock so converted, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full shares of Special Voting Common Stock issuable on such conversion in accordance with the provisions hereof and, in respect of any fraction of a share of Special Voting Common Stock otherwise issuable upon such conversion, cash equal to such fraction multiplied by \$0.00001.

(c) All certificates evidencing shares of Special Voting Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the time of the Special Voting Preferred Stock Mandatory Conversion, be deemed to have been retired and cancelled, and the shares of Special Voting Preferred Stock converted pursuant to Subsection 5.2(a) represented thereby shall, from and after the time of the Special Voting Preferred Stock Mandatory Conversion, be deemed to have been converted into Special Voting Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. The Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Special Voting Preferred Stock accordingly.

6. Redemption.

6.1 Series C Preferred Stock. Shares of Series C Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor. Shares of Series C Preferred Stock shall be redeemable at a price equal to the greater of (i) the Series C Original Issue Price per share, plus any Series C Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon and (ii) the amount which would be received by the holders of Series C Preferred Stock pursuant to Section B.2 in a Liquidation Event structured as a sale of all of the outstanding equity securities of the Corporation negotiated on an arms-length basis by parties of relatively equal bargaining power and leverage, as determined by the Independent Appraiser (as defined below) (the "**Series C Redemption Price**"). Shares of Series C Preferred Stock shall be redeemable at any time on or after the Series C Redemption Eligibility Date (as defined below), either (x) upon written notice from the holders of at least a majority of the then outstanding shares of Series C Preferred Stock and Special Voting Preferred Stock to the Corporation requesting redemption of the Series C Preferred Stock or (y) upon a Series B Redemption Trigger Date. The "**Series C Redemption Trigger Date**" is the first date upon which one of the events specified in the preceding sentence shall have occurred. The "**Series C Redemption Eligibility Date**" is the earlier to occur of (i) the fourth (4th) anniversary of the Series C Original Issue Date and (ii) ten (10) days prior to the issuance of any securities which constitute Additional Shares of Class A Common Stock or a deemed issuance of Additional Shares of Class A Common Stock on Superior Terms (as defined below); but in no event earlier than the second anniversary of the Series C Original Issue Date. The Corporation shall provide prompt notice to each holder of Series C Preferred Stock and Special Voting Preferred Stock of the occurrence of the Series C Redemption Eligibility Date. The date of redemption of Series C Preferred Stock shall be the "**Series C Redemption Date**", and shall be the first business day which is at least ninety (90) days after the Series C Redemption Trigger Date. On the Series C Redemption Date, the Corporation shall redeem all shares of Series C Preferred Stock elected for redemption, in exchange for (i) cash, out of legally available funds, equal to one-third of the Series C Redemption Price (the "**Series C Cash Redemption Amount**"), (ii) a senior secured promissory note (the "**Series C Redemption Note**") with a principal amount equal to two-thirds of the Series C Redemption Price issued by OpCo (to the extent it then remains a Subsidiary (as defined in the Put and Support Agreement or, if not, by the Corporation) and fully guaranteed by the Corporation, with the obligations of OpCo and the Corporation to be fully secured by the assets of each them. The Series C Redemption Note shall accrue simple interest on the unpaid principal balance thereof at the rate

of 8% per annum, and may be pre-paid by the Corporation, in whole or in part, at any time without penalty, and, to the extent that any such Series C Redemption Notes were issued by OpCo and Southeast Community Development Fund I, L.L.C. ("CDE") is a holder of any such Series C Redemption Notes, all of the Series C Redemption Notes shall be subject to acceleration at the written election of CDE to the Corporation upon the occurrence of a NMTC Event (as defined below). If the Corporation does not have sufficient funds legally available to pay the Series C Cash Redemption Amount on the Series C Redemption Date, then the principal amount of the Series C Redemption Note shall be accordingly increased to reflect the shortfall in the Series C Cash Redemption Amount. Each Series C Redemption Note shall provide for interest only payments for a period of two (2) years and thereafter each Series C Redemption Note's face value shall amortize at 20% per annum, with the balance due on the seventh (7th) anniversary of the Series C Redemption Date. For the purposes hereof, an issuance of Additional Shares of Class A Common Stock shall be on "**Superior Terms**" if (i) it is at a price per share less than the applicable Conversion Price for the Series C Preferred Stock (applying the principles included in Subsections 4.4 in determining the price per share); or (ii) includes other material economic terms and conditions (such as multiple liquidation preferences, a dividend rate materially in excess of prevailing market rates for preferred stock issued by companies at a similar stage of development at the time of such issuance as determined in good faith by the Board of Directors (but not including as a factor in determining prevailing market rates any enhancement of the dividend rate to offset any agreed pre-money or post-money valuation), a redemption premium or any similar economic terms and conditions) which are superior to the terms and conditions of the Series C Preferred Stock in any material respect, other than that the right to redemption, dividends or the preference upon any Liquidation Events of the original issue price of such securities plus accrued and unpaid dividends may be senior in priority to the comparable rights of the Series C Preferred Stock. For purposes hereof, "**Independent Appraiser**" means a qualified, independent appraiser acceptable to both the Corporation and (i) in the event of a redemption pursuant to this Section 6.1 only or a redemption pursuant to Section 6.4 below in which no shares of Series B Preferred Stock are being redeemed, the holders of a majority of the outstanding Series C Preferred Stock and Special Voting Preferred Stock or (ii) in the event of a redemption pursuant to this Section 6.1 and Section 6.2 below or a redemption pursuant to Section 6.4 below in which shares of Series B Preferred Stock are being redeemed, the holders of a majority of the outstanding Series C Preferred Stock and Special Voting Preferred Stock, voting together as a separate class, and the holders of a majority of the outstanding Series B Preferred Stock, voting as a separate class.

(a) Optional Redemption Notice. Written notice of the optional redemption (the "**Optional Redemption Notice**") shall be sent to each holder of record of Series C Preferred Stock and Special Voting Preferred Stock not less than 15 days prior to the Redemption Date. The Redemption Notice shall:

- (i) state the number of shares of Series C Preferred Stock or Special Voting Preferred Stock held by such holder;
- (ii) state the Series C Redemption Date, the Series C Redemption Price, the anticipated Series C Cash Redemption Amount and the anticipated original principal amount of the Series C Redemption Note;

(iii) request that the holder provide written notice of its intent to have its Series C Preferred Stock redeemed or declining such redemption and state the date, which date shall not be less than 10 days from the date such written notice is sent, by which such written notice must be received by the Corporation to avoid being mandatorily redeemed on the Series C Redemption Date; and

(iv) state that the holder, if electing to have his, her or its shares redeemed, is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series C Preferred Stock, to be redeemed.

(b) Surrender of Certificates; Payment. On or before the Series C Redemption Date, each holder of shares of Series C Preferred Stock which are to be redeemed on such date, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Optional Redemption Notice, and thereupon the Series C Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(c) Rights Subsequent to Redemption. If the Optional Redemption Notice shall have been duly given, and if on the applicable Series C Redemption Date the Series C Redemption Price is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series C Preferred Stock which are to be redeemed on such date shall not have been surrendered, dividends with respect to such shares of Series C Preferred Stock shall cease to accrue after such Series C Redemption Date and all rights with respect to such shares shall forthwith after the Series C Redemption Date terminate, except only the right of the holders to receive the Series C Redemption Price upon surrender of their certificate or certificates therefor.

6.2 Series B Preferred Stock. Shares of Series B Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor. Shares of Series B Preferred Stock shall be redeemable at a price equal to the greater of (i) the Series B Original Issue Price per share, plus any Series B Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon and (ii) the amount which would be received by the holders of Series B Preferred Stock pursuant to Section B.2 in a Liquidation Event structured as a sale of all of the outstanding equity securities of the Corporation negotiated on an arms-length basis by parties of relatively equal bargaining power and leverage, as determined by the Independent Appraiser (the "Series B Redemption Price" and together with the Series C Redemption Price, the "Redemption Price"). Shares of Series B Preferred Stock shall be redeemable at any time on or after the Series B Redemption Eligibility Date (as defined below), upon written notice from the holders of at least a majority of the then outstanding shares of Series B Preferred Stock requesting redemption of all shares of Series B Preferred Stock (with the date on which such notice is delivered being referred to herein

as the "Series B Redemption Trigger Date"). Within two business days after receipt of a notice pursuant to the preceding sentence, the Corporation shall deliver written notice of such election to the holders of Series C Preferred Stock. The "Series B Redemption Eligibility Date" is the earlier to occur of: (i) the fifth (5th) anniversary of the Series C Original Issue Date; and (ii) the first anniversary of the Series C Redemption Date. The date of redemption of Series B Preferred Stock shall be the "Series B Redemption Date" and shall be the first business day which is at least ninety (90) days after the Series B Redemption Trigger Date. On the Series B Redemption Date the Corporation shall redeem all outstanding shares of Series B Preferred Stock in exchange for (i) cash, out of legally available funds, equal to one-third of the Series B Redemption Price (the "Series B Cash Redemption Amount"), (ii) a secured promissory note (the "Series B Redemption Note") with a principal amount equal to two-thirds of the Series B Redemption Price. In the event any Series C Redemption Note remains outstanding, the Series B Redemption Note will be subordinated to the Series C Redemption Note with respect to any security interest. The Series B Redemption Note shall accrue simple interest on the unpaid principal balance thereof at the rate of 10% per annum, and may be pre-paid by the Corporation, in whole or in part, at any time without penalty; provided, however, if any Series C Redemption Note remains outstanding, the Corporation shall obtain the written consent of the holders of a majority of the aggregate face amount of such Series C Redemption Notes with respect to any prepayment. If the Corporation does not have sufficient funds legally available to pay the Cash Redemption Amount on the Series B Redemption Date the principal amount of the Series B Redemption Note shall be accordingly increased to reflect the shortfall in the Series B Cash Redemption Amount. In the event the Series B Redemption Date and the Series C Redemption date occur on the same date, the Corporation shall allocate cash legally available for such redemption first to the payment of the Series C Cash Redemption Amount and second to the payment of the Series B Cash Redemption Amount.

(a) Mandatory Redemption Notice. Written notice of the mandatory redemption (the "Mandatory Redemption Notice") shall be sent to each holder of record of Series B Preferred Stock, not less than 40 days prior to the Series B Redemption Date. The Mandatory Redemption Notice shall state:

(i) the number of shares of Series B Preferred Stock held by the holder that the Corporation shall redeem on the Series B Redemption Date;

(ii) the Series B Redemption Date, the Series B Redemption Price, the anticipated Series B Cash Redemption Amount and the anticipated original principal amount of the Series B Redemption Note;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 4.1); and

(iv) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series B Preferred Stock to be redeemed.

(b) Surrender of Certificates; Payment. On or before the Series B Redemption Date, each holder of shares of Series B Preferred Stock, unless such holder has

exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Mandatory Redemption Notice, and thereupon the Series B Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(c) Rights Subsequent to Redemption. If the Mandatory Redemption Notice shall have been duly given, and if on the applicable Series B Redemption Date the Series B Redemption Price is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series B Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series B Preferred Stock shall cease to accrue after such Series B Redemption Date and all rights with respect to such shares shall forthwith after the Series B Redemption Date terminate, except only the right of the holders to receive the Series B Redemption Price upon surrender of their certificate or certificates therefor.

6.3 Series A Preferred Stock. The Series A Preferred Stock is not redeemable except in accordance with the provisions of Subsection 2.6.2(b)

6.4 NMTC Redemption Events. In the event that at any time while any Exchangeable Shares are outstanding an NMTC Event shall occur then, so long as such NMTC Redemption Event remains uncured, CDE (to the extent it is then a holder of Exchangeable Shares, Series C Preferred Stock or Class A Common Stock), by written notice (the "NMTC Redemption Notice") to the Corporation, may require the Corporation to offer to redeem (an "NMTC Redemption") all of the Series C Preferred Stock, Series B Preferred Stock and Class A Common Stock issued upon conversion of Series C Preferred Stock or Series B Preferred Stock (or issued upon exchange of any Exchangeable Shares) then outstanding for the NMTC Redemption Price, payable in cash (in the event of a Non-Liquidating Redemption (as defined below)) or in accordance with Section B.2 (in the event of a Liquidating Redemption (as defined below)). The Redemption Notice shall specify the date of the redemption (the "NMTC Redemption Date") which shall in no event be less than thirty (30) business days from the delivery of such NMTC Redemption Notice.

6.4.1 NMTC Event. "NMTC Event" shall mean (a) either (x) the Corporation fails to continue to comply with the provisions of Section 7.11 of that certain Credit Agreement (the "Credit Agreement") dated December 19, 2011, by and between the Corporation and CDE (whether or not the Credit Agreement continues to be effective and whether or not any amounts or other obligations are owing thereunder) or (y) any representation or warranty made by the Corporation pursuant to Section 6.11 of the Credit Agreement fails to be true and correct in all material respects as of the date made (or would have been made if any obligations pursuant to the Credit Agreement were then outstanding) pursuant to the Credit Agreement and (b) (x) if such failure is capable of being cured, the Corporation shall fail to cure such failure within thirty (30) days after the giving of written notice thereof by CDE (whether in

its capacity as Lender or as a holder of securities issued by the Corporation or Prioria Robotics, Inc), and (y) immediately upon notice from CDE (whether in its capacity as Lender or as a holder of securities issue by the Corporation or Prioria Robotics, Inc) of such failure if such failure is not capable of being cured; provided, that any notice delivered pursuant to subclause (b) of this sentence shall be deemed null and void unless it includes a statement of the alleged events giving rise to such NMTC event and either (i) confirmation that CDE has consulted with qualified counsel and accountants regarding the occurrence of the events allegedly giving rise to such NMTC Event, and reasonably believes, in good faith, that (subject to notice and cure in accordance with the terms hereof) an NMTC Event has occurred or (ii) a copy of any written notice received by CDE from the Florida Tax Agency (as defined in the Credit Agreement) reflecting the determination of such agency that an NMTC Event has occurred.

6.4.2 NMTC Redemption Price. The "NMTC Redemption Price" shall mean either:

(a) In the event the NMTC Redemption results, or will result upon consummation of such NMTC Redemption, in a Liquidation Event (a "Liquidating Redemption"):

- (1) With respect to any Series C Preferred Stock, the Series C Liquidation Amount;
- (2) With respect to any Series B Preferred Stock, the Series B Liquidation Amount; and
- (3) With respect to any Class A Common Stock, the amount which would be received by such holders of Class A Common Stock pursuant to Section B.2.5 in a Liquidation Event.

(b) In the event the NMTC Redemption does not result in a Liquidation Event (a "Non-Liquidating Redemption"):

- (1) With respect to any Series C Preferred Stock, the Series C Redemption Price;
- (2) With respect to any Series B Preferred Stock, the Series B Redemption Price; and
- (3) With respect to any Class A Common Stock, the greater of (x) the Conversion Price of the Preferred Stock (or in the case of Class A Common Stock issued upon exchange of any Exchangeable Shares, the Common Exchangeable Share) from which such Class A Common Stock was converted at the time of conversion and (y) the amount which would be received by the holders of Class A Common Stock pursuant to Section B.2 in a Liquidation Event structured as a sale of all of the outstanding equity

securities of the Corporation negotiated on an arms-length basis by parties of relatively equal bargaining power and leverage, as determined by the Independent Appraiser.

6.4.3 Distributions.

(a) If the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the full NMTC Redemption Price with respect to all securities to be redeemed in connection with a Non-Liquidating Redemption, the holders of shares of Series C Preferred Stock being redeemed shall share ratably in any payment in proportion to the respective amounts which would otherwise be payable in respect of such shares held by them if all amounts payable on or with respect to such shares were paid in full until the NMTC Redemption Price with respect to all such shares to be redeemed have been paid in full, then the holders of shares of Series B Preferred Stock being redeemed shall share ratably in any payment in proportion to the respective amounts which would otherwise be payable in respect of such shares held by them until the NMTC Redemption Price with respect to all such shares to be redeemed have been paid in full and finally the Class A Common Stock being redeemed shall share ratably in any payment in proportion to the respective amounts which would otherwise be payable in respect of such shares held by them if all amounts payable on or with respect to such shares were paid in full until the NMTC Redemption Price with respect to all such shares to be redeemed have been paid in full.

(b) In the event of a Liquidating Redemption, the assets of the Corporation shall be distributed in accordance with Section B.2.

6.4.4 Corporation Redemption Notice. Written notice of the NMTC Redemption (the "**Corporation Redemption Notice**") shall be sent to each holder of record of securities subject to redemption pursuant to this Subsection 6.4 not less than 10 days prior to the NMTC Redemption Date. The Corporation Redemption Notice shall:

(i) state the number and class or series of securities held by such holder which are subject to redemption;

(ii) state the NMTC Redemption Date and the NMTC Redemption Price (or alternative NMTC Redemption Prices in the event the Corporation reasonably believes either a Liquidating Redemption or Non-Liquidating Redemption may occur based on the number of shares being redeemed) for each class and series of securities; and

(iii) state that the holder, if electing to have his, her or its shares redeemed, is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the securities to be redeemed.

6.4.5 Surrender of Certificates; Payment. On or before the NMTC Redemption Date, each holder of securities subject to redemption pursuant to this Subsection 6.4, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against

any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Corporation Redemption Notice, and thereupon the NMTC Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

6.4.6 Rights Subsequent to Redemption. Upon any redemption pursuant to this Subsection 6.4, if on the applicable NMTC Redemption Date the applicable redemption price is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the securities which are to be redeemed on such date shall not have been surrendered, dividends with respect to such securities shall cease to accrue after such redemption date and all rights with respect to such shares shall forthwith after the applicable redemption date terminate, except only the right of the holders to receive the applicable redemption upon surrender of their certificate or certificates therefor.

6.4.7 No Amendment Without the Consent of CDE. So long as CDE is a shareholder, the terms and conditions of this Subsection 6.4 may not be amended, modified or waived (whether by amendment, restatement, merger, consolidation or otherwise) without the prior written consent of CDE.

7. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of (i) at least a majority of the shares of Series C Preferred Stock and the Special Voting Preferred Stock, voting as a single class and (ii) at least a majority of the shares of Series B Preferred Stock Preferred Stock then outstanding, voting as separate classes (with respect to clauses (i) and (ii)) and on an as-converted to Class A Common Stock basis.

8. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Business Corporation Act, and shall be deemed sent upon such mailing or electronic transmission.

ARTICLE V

Subject to any additional vote required by these Articles of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VI

Subject to any additional vote required by these Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation and Subsection 3.2 of Article IV.B. of these Articles of Incorporation.

ARTICLE VII

The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE VIII

No Director of the Corporation shall have personal liability arising out of an action whether by or in the right of the Corporation or otherwise for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not limit or eliminate the liability of a director (i) for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the applicable provisions of the Business Corporation Act or any successor provision, (iv) for any transaction from which such Director derived an improper personal benefit, or (v) acts or omissions occurring prior to the date of the effectiveness of this provision.

Furthermore, notwithstanding the foregoing provision, in the event that the Business Corporation Act is amended or enacted to permit further limitation or elimination of the personal liability of a director, the personal liability of the Corporation's Directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This provision shall not affect any provision permitted under the Business Corporation Act, in these Articles of Incorporation, as amended from time to time, the Bylaws of the Corporation, as amended from time to time, or contract or resolution of the Corporation indemnifying or agreeing to indemnify a Director against personal liability. Any repeal or modification of this provision shall not adversely affect any limitation hereunder on the personal liability of the Director with respect to acts or omissions occurring prior to such repeal or modification.

In the event that a member of the Board of Directors of the Corporation who is also a partner or employee of an entity that is a holder of Preferred Stock and that is in the business of investing and reinvesting in other entities, or an employee of an entity that manages such an entity (each, a "Fund") acquires knowledge of a potential transaction or other matter in such individual's capacity as a partner or employee of the Fund or the manager or general partner of the Fund (and other than directly in connection with such individual's service as a member of the Board of Directors of the Corporation or any Subsidiary) and that may be an opportunity of interest for both the Corporation and any Subsidiary and such Fund (a "Corporate Opportunity"), then the Corporation (i) renounces any expectancy that such director or Fund offer an opportunity to participate in such Corporate Opportunity to the Corporation and (ii) to the fullest extent permitted by law, waives any claim that such opportunity constituted a Corporate Opportunity that should have been presented by such director or Fund to the Corporation or any of its affiliates.

ARTICLE IX

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Business Corporation Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the Business Corporation Act.

Any amendment, repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.