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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
THE IREMEDI HEALTHCARE COMPANIES, INC.**

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**AMENDED CERTIFICATE OF DESIGNATION OF PREFERENCES,  
RIGHTS AND LIMITATIONS  
OF  
SERIES A PREFERRED STOCK  
Of  
The iRemedy Healthcare Companies, Inc.**

The iRemedy Healthcare Companies, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "Act"), does hereby certify that pursuant to the provisions of Sections 607.0821, 607.0602 and 607.0603 of the Act, the Corporation hereby states as follows:

1. The name of the corporation is The iRemedy Healthcare Companies, Inc.
2. The amendment to the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock of the Corporation was duly adopted by the Board of Directors of the Corporation, pursuant to its unanimous written consent, on July 13, 2020.
3. The amendment to the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock of the Corporation was duly approved and adopted by the holders of a majority of the issued and outstanding shares of Series A Preferred Stock pursuant to a written consent in lieu of a meeting dated July 13, 2020, and the number of votes cast for the amendment by the shareholders was sufficient for approval; and no other voting group was entitled to vote on the amendment to the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock of the Corporation.
4. The amendment is as set forth below and amends and restates the Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock of the Corporation in its entirety to provide as follows:

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**Section 1. Definitions.** For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Common Stock" means the \$0.000025 par value common stock of the Corporation.

"Corporation" means The iRemedy Healthcare Companies, Inc., a Florida corporation.

"Holder" shall have the meaning given such term in Section 2.

"Florida Courts" shall have the meaning set forth in Section 5(d).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Securities" means the Series A Preferred.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Series A Preferred" shall have the meaning set forth in Section 2.

"Trading Day" means a day on which the New York Stock Exchange is open for business.

**Section 2. Designation, Amount and Par Value and Dividends.** Designation of Preferred Stock. A series of preferred stock of the Corporation is hereby designated as its Series A Preferred stock (the "Series A Preferred"), and the number of the Corporation's preferred stock shares so designated shall be 1,000,000 (which shall not be subject to increase without the written consent of all of the holders of the Series A Preferred (each, a "Holder" and, collectively, the "Holders"). Each share of Series A Preferred shall have a par value of \$0.001 per share.

**Section 3. Voting Rights.** Holders of Series A Preferred shall be entitled to vote on matters submitted to a vote of the stockholders of the Corporation whereby the holder of Series A Preferred shall have that number of votes per share (rounded to the nearest whole share) equal to the product of: (a) the number of shares of Series A Preferred held on the record date for the determination of the holders of the shares entitled to vote (the "Record Date"), or, if no Record Date is established, at the date such vote is taken or any written consent of shareholders is first solicited, and (b) 20. Except as otherwise expressly provided by this Certificate of Designation or by applicable law, the holders of Series A Preferred shall vote together with the holders of the outstanding shares of all other capital stock of the Corporation (including and any other series of preferred stock then outstanding), and not as a separate class, series or voting group. Notwithstanding the foregoing sentence, as long as any shares of Series A Preferred are outstanding, the Corporation shall not, without the affirmative vote of the Holders of at least 51% of the then outstanding shares of the Series A Preferred, (a) alter or change adversely the powers, preferences or rights given to the Series A Preferred or alter or amend this Certificate of Designation, (b) except as to our Common Stock and the Series B Convertible Preferred Stock of the Corporation, authorize or create any class of stock ranking as to dividends, redemption or distribution of assets upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, senior to, or otherwise *in pari passu* with, the Series A Preferred, (c) amend its articles of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Series A Preferred, or (c) enter into any agreement with respect to any of the foregoing.

**Section 4. No Conversion.** The Series A Preferred stock shall not be convertible into Common Stock or any other class of equity securities of the Corporation.

**Section 5. Miscellaneous.**

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, or sent by a nationally recognized overnight courier service, addressed to the Corporation, 2820 Monroe St., Stuart, FL 34997, or such other address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 5. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or delivered hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages, accrued dividends and accrued interest, as applicable, on the shares of Series A Preferred at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Series A Preferred Certificate. If a Holder's Series A Preferred certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof, reasonably satisfactory to the Corporation.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any Holder (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in Palm Beach County, Florida (the "**Florida Courts**"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Florida Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the rights of the Holders), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Florida Courts, or such Florida Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof

via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation, and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

(e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(f) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

(i) Status of Redeemed Series A Preferred. If any shares of Series A Preferred shall be redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series A Preferred.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed in its name by the undersigned, thereunto duly authorized, this 13<sup>th</sup> day of July, 2020.

DocuSigned by:  
Anthony Paquin  
By: 9720073ADBC34ED...  
Anthony Paquin  
Chief Executive Officer