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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
GUANABANAS RESTAURANT, INC.**

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**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
GUANABANAS RESTAURANT, INC.**

Pursuant to the Florida Business Corporation Act (the "Act"), GUANABANAS RESTAURANT, INC., a Florida profit corporation (the "Corporation"), certifies that:

1. The amendments set forth herein were duly recommended and approved by the Board of Directors and approved by a majority of the shareholders on September 4, 2008.
2. The original Articles of Incorporation of the Corporation were filed on September 21, 2007. The Amended and Restated Articles of Incorporation of the Corporation were filed on March 13, 2008 and amended on April 1, 2008.
3. Pursuant to Sections 607.1006 and 607.1007 of the Act, the Amended and Restated Articles of Incorporation of the Corporation are hereby amended and restated in their entirety as follows:

**ARTICLE I. NAME**

The name of the corporation shall be Guanabanas Restaurant, Inc.

**ARTICLE II. NATURE OF BUSINESS**

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

**ARTICLE III. CAPITAL STOCK**

The aggregate number of shares that the Company is authorized to issue is Fifteen Million (15,000,000) shares, consisting of:

1. Ten Million (10,000,000) shares of common stock, \$0.001 par value per share ("Common Stock"); and
2. Five Million (5,000,000) shares of shares of preferred stock, \$0.001 par value per share, as designated under Section A.1 below.

Except as otherwise restricted by these Articles of Incorporation, the Corporation is authorized to issue from time to time all or any portion of the capital stock of the Corporation that is authorized but not issued to such person or persons and for such lawful consideration as it

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may deem appropriate, and generally in its absolute discretion to determine the terms and manner of any disposition of such authorized but unissued capital stock.

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

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

**A. PREFERRED STOCK**

1. Designation of Series. The shares of the Corporation's preferred stock shall be designated the Series A Convertible Preferred Stock (hereafter the "Series A Preferred Stock") and the number of shares constituting such series shall be Five Million (5,000,000) shares, which number may be decreased (but not increased) by the Board of Directors without a vote of stockholders; *provided, however*, that such number may not be decreased below the number of then currently outstanding shares of Series A Preferred Stock, plus shares issuable upon the exercise of any then outstanding options, warrants or rights to acquire Series A Preferred Stock.

**2. Dividends.**

(a) The holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock, shall be entitled to receive, when and if declared by the Board of Directors out of funds legally available for the purpose, cumulative dividends as provided in this Section A.2. Cumulative dividends on each share of Series A Preferred Stock shall be payable in cash and shall accrue at the per annum rate of 10% per annum on the Series A Purchase Price from the date of issuance thereof (the "Series A Preferred Dividends" and, the sum of the Series A Preferred Dividends and the Series A Purchase Price is referred to herein as the "Series A Liquidation Preference"). The Series A Preferred Dividends shall be calculated annually in arrears on December 31 of each year, prorated on a daily basis for partial periods. Series A Preferred Dividends shall commence to accrue on each share of Series A Preferred Stock from the date of issuance thereof and continue to accrue thereafter until the Series A Liquidation Preference with respect to such share is paid in full in cash, whether or not such dividends are declared by the Board of Directors and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A Preferred Stock, such payment shall be distributed ratably among the holders of Series A Preferred Stock based upon the aggregate accrued but unpaid dividends on the Series A Preferred Stock held by each holder.

(b) The Series A Preferred Dividends must be paid on a current basis before payment of any dividends or profit distributions to holders of Common Stock. After payment of any accrued unpaid Series A Preferred Dividend to holders of Series A Preferred Stock, such holders will be

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entitled to participate in any dividends or distributions paid to holders of Common Stock, on an as converted basis.

(c) Without the consent of the Requisite Series A Stockholders, so long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividends or make any other distribution on or redeem any other class or series of the Corporation's Common Stock (other than stock dividends and distributions in the nature of a stock split or the like) and will not redeem, purchase or otherwise acquire for value, or set apart for any sinking or other analogous fund for the redemption or purchase of, any Common Stock; *provided, however*, that the Corporation may purchase, redeem or acquire shares of Common Stock and Convertible Securities issued to directors and employees of, and consultants to, the Corporation pursuant to equity incentive plans upon termination of employment or in accordance with other arrangements approved by the Board of Directors.

(d) All numbers relating to the calculation of dividends pursuant to this Section A.2 shall be equitably adjusted to reflect any stock split, stock dividend, combination, reorganization, recapitalization, reclassification or other similar event involving Series A Preferred Stock or Common Stock.

(e) Accrued and unpaid Series A Preferred Dividends shall be canceled upon the automatic or voluntary conversion of the Series A Preferred Stock into Common Stock as provided in Section A.4 hereof.

### 3. Liquidation Preference.

(a) Upon (i) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, (ii) a Sale of the Corporation or (iii) a reorganization of the Corporation required by any court or administrative body in order to comply with any provision of law (each of the events referred to in clauses (i), (ii) and (iii) being referred to as a "Liquidation Event"), each holder of Series A Preferred Stock shall be entitled, after provision for the payment of the Corporation's debts and other liabilities and in preference to, and, before any amount or property shall be paid or distributed on account of the Common Stock, to be paid in full in cash with respect to each share of Series A Preferred Stock out of the assets of the Corporation available for distribution to stockholders, an amount equal to the greater of (x) the Purchase Price per share plus accrued unpaid Series A Preferred Dividends or (y) accrued unpaid Series A Preferred Dividends plus the amount per share payable as if each share of Series A Preferred Stock is deemed converted into Common Stock (the "Series A Liquidation Preference").

If upon any Liquidation Event the amount available for distribution among the holders of all outstanding Series A Preferred Stock is insufficient to permit the payment of the Series A Liquidation Preference of each share of Series A Preferred Stock in full, then the amount available for distribution shall be distributed among the holders of the Series A Preferred Stock ratably in proportion to the relative Series A Liquidation Preferences of the Series A Preferred Stock held by such holders, and the holders of Common Stock shall in no event be entitled to participate in the distribution of any assets of the Corporation in respect of their ownership thereof. Upon any Liquidation Event, after the holders of Series A Preferred Stock shall have

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been paid in full the preferential amounts to which they shall be entitled to receive on account of their Series A Preferred Stock as provided above in this Section A. 3(a), the remaining net assets of the Corporation shall be distributed to the other stockholders of the Corporation as their respective interests may appear.

(b) Consolidation, Merger, etc.

(i) Notwithstanding Section A. 3(a), neither a Sale of the Corporation nor any reorganization of the Corporation of the type referenced in clause (iii) of Section A. 3(a) shall be deemed to be a Liquidation Event for the purposes of this Section A.3 if the Requisite Series A Stockholders waive in writing the provisions of this Section A.3 with respect to such event.

(ii) The affirmative vote of the Requisite Series A Stockholders, acting by written consent or voting separately as single class in person or by proxy at an annual meeting or special meeting called for the purpose, shall be necessary to authorize the Corporation to enter into or effect any Sale of the Corporation unless immediately upon giving effect thereto the Series A Liquidation Preference with respect to each outstanding share of Series A Preferred Stock, calculated through the date such Sale of the Corporation is consummated, is paid in full as provided in Section A.3(a).

(c) No Effect on Conversion Rights. The provisions of this Section A.3 shall not in any way limit the right of the holders of Series A Preferred Stock to elect to convert their shares of Series A Preferred Stock into shares of Common Stock in accordance with Section A.4 hereof prior to or in connection with any Liquidation Event.

4. Conversion into Common Stock. The holders of Series A Preferred Stock shall have the following conversion rights:

(a) Voluntary Conversion. At any time, each holder of Series A Preferred Stock shall be entitled, without the payment of any additional consideration, to cause all or any portion of the shares of Series A Preferred Stock held by such holder to be converted into a number of shares of Common Stock determined as hereafter provided in this Section A.4(a), which shares shall upon the issuance thereof be fully paid and non-assessable. The number of shares of Common Stock issuable upon the conversion of the Series A Preferred Stock shall be determined on the basis of the ratio that results from dividing (i) the Series A Purchase Price by (ii) the Conversion Price (as defined below) of the Series A Preferred Stock, both as in effect at the time of conversion. As of the Effective Time, the "Conversion Price" per share of the Series A Preferred Stock equals the Series A Purchase Price. The number of shares of Common Stock into which shares of Series A Preferred Stock are convertible and the Conversion Price are subject to adjustment from time to time as hereafter provided.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted, without the payment of any additional consideration, into the number of shares of Common Stock provided for in Section A.4(a) immediately upon (i) the consummation of the Corporation's first underwritten Public Offering resulting in at least Twenty-Five Million (\$25,000,000) of proceeds to the Corporation net of underwriting discounts and commissions and

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offering expenses (a "Qualified Public Offering"); *provided* that if a Qualified Public Offering is consummated, all outstanding shares of Series A Preferred Stock shall be deemed to have been converted into shares of Common Stock as provided in this Section A.3 immediately prior to such consummation.

(c) Procedure for Voluntary Conversion; Effective Date. Upon the election to convert the Series A Preferred Stock made in accordance with Section A.4(a), the holders of the Series A Preferred Stock making such election shall provide written notice of such conversion (the "Voluntary Conversion Notice") to the Corporation setting forth the number of shares of Series A Preferred Stock each such holder elects to convert into Common Stock (the "Elected Preferred Stock"). On the date the Voluntary Conversion Notice is delivered to the Corporation, such shares of Elected Preferred Stock shall thereupon be converted, without further action, into the number of shares of Common Stock provided for in Section A.4(a), and such number of shares of Common Stock into which the Elected Preferred Stock is converted shall thereupon be deemed to have been issued to such holders of the Elected Preferred Stock. Such holders shall as soon as practicable thereafter surrender to the Corporation at the Corporation's principal executive office the certificate or certificates evidencing the Elected Preferred Stock, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or an Affidavit of Loss with respect thereto. Upon surrender of such certificates or delivery of an Affidavit of Loss with respect thereto, the Corporation shall issue and deliver to the holder so surrendering such certificates or to such holder's designee, at an address designated by such holder, certificates for the number of shares of Common Stock into which such holder's Elected Preferred Stock shall have been converted. The issuance of certificates for shares of Common Stock upon conversion of Elected Preferred Stock will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock. Notwithstanding anything to the contrary set forth in this Section A.4(c), in the event that the holders of shares of Series A Preferred Stock elect to convert such shares pursuant to Section A.4(a) in connection with any Liquidation Event, Public Offering or other specified event, (i) such conversion may at the election of such holders be conditioned upon the consummation of such Liquidation Event, Public Offering or the occurrence of such other specified event, in which case, such conversion shall not be deemed to be effective until the consummation of such Liquidation Event, Public Offering or the occurrence of such other specified event and (ii) if such Liquidation Event, Public Offering or other specified event is consummated or occurs, all shares of Elected Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior thereto.

(d) Procedure for Automatic Conversion. As of the date of, and in all cases subject to, the consummation of a Qualified Public Offering, all outstanding shares of Series A Preferred Stock shall be converted automatically, without further action, into the number of shares of Common Stock provided for in Section A.4(a), and such number of shares of Common Stock into which the Series A Preferred Stock is converted shall be deemed to have been issued to the holders of Series A Preferred Stock. Such holders shall as soon as practicable thereafter surrender the certificate or certificates evidencing the Series A Preferred Stock, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or an Affidavit of Loss with respect thereto. Upon surrender of such certificates or

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delivery of an Affidavit of Loss with respect thereto, the Corporation shall issue and deliver to such holder so surrendering such certificates or to such holder's designee, promptly (and in any event in such time as is sufficient to enable such holder to participate in such Qualified Public Offering) at an address designated by such holder, certificates for the number of shares of Common Stock into which such holder's Series A Preferred Stock shall have been converted.

(e) Fractional Shares: Partial Conversion. No fractional shares shall be issued upon conversion of any shares of Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If any fractional interest in a share of Common Stock would, except for the provisions of the first sentence of this paragraph (e), be delivered upon any such conversion, the Corporation, in lieu of delivering the fractional share thereof, shall pay to the holder surrendering the Series A Preferred Stock for conversion an amount in cash equal to the current fair market value of such fractional interest as determined in good faith by the Board of Directors of the Corporation. In case the number of shares of Series A Preferred Stock represented by the certificate or certificates surrendered for conversion exceeds the number of shares converted, the Corporation shall, upon such conversion, execute and deliver to the holder thereof, at the expense of the Corporation, a new certificate or certificates for the number of shares of Series A Preferred Stock represented by the certificate or certificates surrendered that are not to be converted.

##### 5. Adjustments.

(a) Adjustments for Subdivisions, Combinations or Consolidation of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided by stock split, stock dividends or otherwise, into a greater number of shares of Common Stock, the Conversion Price then in effect with respect to Series A Preferred Stock shall, concurrently with the effectiveness of such subdivision, be proportionately decreased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock shall be increased in proportion to such increase in outstanding shares. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Conversion Price then in effect with respect to Series A Preferred Stock shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock shall be decreased in proportion to such decrease in outstanding shares.

(b) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock or into any other securities or property, whether by capital reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction (other than a subdivision or combination of shares provided for above), each share of Series A Preferred Stock shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such share of Series A Preferred Stock shall have been entitled upon such capital

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reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction if immediately prior to such capital reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction such holder had converted such holder's Series A Preferred Stock into Common Stock. The provisions of this Section A.5(b) shall similarly apply to successive capital reorganizations, reclassifications, mergers, combinations of shares, recapitalizations, consolidations, business combinations or other transactions. The Corporation shall not effect any Sale of the Corporation that is not, in accordance with Section A.2(b), a Liquidation Event unless prior to or simultaneously with the consummation thereof the successor Corporation or purchaser, as the case may be, shall assume by written instrument the obligation to deliver to the holders of Series A Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, each such holder is entitled to receive.

(c) No Impairment. The Corporation will not, by amendment of its articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, and will at all times in good faith assist in the carrying out of all the provisions of this Section A.5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred Stock hereunder against impairment by the Corporation or any successor entities.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section A.5, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based and the Conversion Price then in effect. The Corporation shall, upon the written request at any time by any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of such holder's Series A Preferred Stock.

(e) Rounding. All calculations under this Section A.4 shall be made to (i) the nearest one cent or (ii) the nearest share or (iii) the nearest one percent, as the case may be.

6. Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the issued or issuable shares of Series A Preferred Stock, such number of its shares of Common Stock as the case may be, as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, the Corporation will take all such corporate action as may be necessary to increase its authorized but



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unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

7. No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Series A Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series A Preferred Stock in accordance with the provisions hereof.

8. Notice.

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

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

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

**B. VOTING.**

1. Voting Generally. The holder of each share of Series A Preferred Stock shall vote with holders of Common Stock, voting together as single class, upon all matters submitted to a vote of stockholders. For such purpose each holder of Series A Preferred Stock shall be entitled to the number of votes per share of Series A Preferred Stock as equals the largest number of shares of Common Stock into which each share of Series A Preferred Stock may be converted pursuant to Section A.4 on the record date fixed for the determination of stockholders entitled to vote or on the effective date of any written consent of stockholders, as applicable. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula with respect to any holder of Series A Preferred Stock shall be rounded to the nearest whole number (with one-half rounded upward to one). There shall be no cumulative voting.

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2. Class Voting. The Holders of Series A Preferred Stock may vote as a separate single class on any proposed amendment to these Amended and Restated Articles of Incorporation, which will adversely affect the rights, privileges, and preferences of Series A Preferred Stock; except that, the Corporation may amend the Amended and Restated Articles of Incorporation to authorize or otherwise designate a class of Preferred Stock that will have rights, privileges and preferences *pari passu* or senior to those of Series A Preferred Stock without the approval of holders of Series A Preferred Stock voting as a separate single class.

3. Special Approval Rights. So long as any shares of Series A Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of the Requisite Series A Stockholders:

(a) Directly or indirectly redeem, purchase or otherwise acquire any of the then outstanding shares of the Company's capital stock (including options, warrants or other derivative securities) having liquidation preferences or dividend rights junior to those of the Series A Preferred Stock, except for a redemption, repurchase or other acquisition under stock option or restricted stock agreements with officers, directors, employees, consultants or other persons approved by the Board of Directors of the Corporation or its designated committee; or

(b) Declare or pay dividends or other distributions on Common Stock, unless all accrued unpaid Series A Dividends are paid first.

### C. COMMON STOCK

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

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

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

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

#### ARTICLE IV. INDEMNIFICATION

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

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

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

D. The indemnification and advance payment provided by paragraphs A and B above shall continue as to a person who has ceased to hold a position named in paragraph A above and shall inure to such person's heirs, executors, and administrators.

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

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

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

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

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alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

#### ARTICLE VI. SHAREHOLDER QUORUM AND VOTING

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

#### ARTICLE VII. DEFINITIONS

**"Affidavit of Loss"** an affidavit or agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred in connection with the loss of any share certificate evidencing shares of the Corporation's Capital Securities.

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

**"Articles of Incorporation"** means these Articles of Incorporation, as amended from time to time.

**"Board of Directors"** means the Corporation's duly elected or appointed Board of Directors.

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

**"Common Stock"** has the meaning specified in Article III.

**"Common Stock Deemed Outstanding"** means, at any time of measurement thereof, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock (as equitably adjusted to reflect any stock split, stock dividend, combination, reorganization, recapitalization, reclassification or other similar event involving Common Stock after the Effective Time), plus (without duplication) the number of shares of Common Stock issuable upon the exercise in full

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of all outstanding Convertible Securities whether or not such Convertible Securities are convertible into or exchangeable or exercisable for Common Stock at such time.

**"Conversion Price"** has the meaning specified in Article III, Section A.4(a).

**"Convertible Securities"** means securities or obligations that are exercisable for, convertible into or exchangeable for shares of Common Stock. The term includes shares of Series A Preferred Stock, options, warrants or other rights to subscribe for or purchase Common Stock or to subscribe for or purchase other Capital Securities or obligations that are, directly or indirectly, exercisable for, convertible into or exchangeable for Common Stock.

**"Effective Time"** means the time these Articles of Incorporation are filed with the Office of the Secretary of State of Florida in accordance with the Florida Business Corporation Act.

**"Elected Preferred Stock"** has the meaning specified in Article III, Section A.4(c).

**"Liquidation Event"** has the meaning specified in Article III, Section A.3(a).

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

**"Preference Payment"** has the meaning specified in Article III, Section A.5(e).

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

**"Qualified Public Offering"** has the meaning specified in Article III, Section A.4(b).

**"Requisite Series A Stockholders"** means the holders of more than 50% of the issued and outstanding Series A Preferred Stock.

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

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**"Series A Liquidation Preference"** has the meaning specified in Article III, Section A.2(a).

**"Series A Preferred Dividends"** has the meaning specified in Article III, Section A.2(a).

**"Series A Preferred Stock"** has the meaning specified in Article III, Section A.1.

**"Series A Purchase Price"** means \$1.00 per share of Series A Preferred Stock (as equitably adjusted to reflect any stock split, stock dividend, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Preferred Stock after the Effective Time).

**"Voluntary Conversion Notice"** has the meaning specified in Article III, Section A.4(c).

*[The rest of this page is deliberately left blank; the next page is the signature page.]*

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IN WITNESS WHEREOF, the undersigned President of the Corporation, for the purpose of amending and restating the Corporation's Amended and Restated Articles of Incorporation pursuant to the laws of the State of Florida, has executed these Second Amended and Restated Articles of Incorporation this 5th day of September, 2008.

Guanabanas Restaurant, Inc.

By: 

John Zimmerman, President

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