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MY FA NETWORK, INC.**

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MY FA NETWORK, INC.**

My FA Network, Inc., a corporation organized and existing under the Florida Business Corporation Act (the "Business Corporation Act"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is My FA Network, Inc., and that this corporation was originally incorporated pursuant to the Business Corporation Act on February 5, 2009. This corporation's original Articles of Incorporation were filed with the Department of State of the State of Florida on February 5, 2009, as amended by the Articles of Amendment to the Articles of Incorporation filed with the Department of State of the State of Florida on May 3, 2010 (as so amended and restated, the "Original Articles of Incorporation").

SECOND: The Original Articles of Incorporation shall be amended and restated in their entirety as follows:

ARTICLE FIRST

The name of this corporation is My FA Network, Inc. (the "**Corporation**").

ARTICLE SECOND

The address of the registered office of the Corporation in the State of Florida is 7301 Wiles Road, Suite 204 Coral Springs, Florida 33077. The name of its registered agent at such address is Jason A. Bishara.

ARTICLE THIRD

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act.

ARTICLE FOURTH

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) One Hundred Million (100,000,000) shares of Class A common stock, par value \$0.0001 per share ("**Common Stock**"), and (ii) Ten Million (10,000,000) shares of Preferred Stock, par value \$0.0001 per share ("**Preferred Stock**"), of which (a) Five Million (5,000,000) shares are hereby designated as Series A Convertible Preferred Stock, par value \$0.0001 per share ("**Series A Preferred Stock**") and Five Million (5,000,000) shares are hereby designated as Series B Convertible Preferred Stock, par value \$0.0001 per share ("**Series B Preferred Stock**").

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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

1. General. 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.

2. Voting. The holders of the Common Stock are entitled to one (1) vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of 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. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of these Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of any provision of the Business Corporation Act.

B. PREFERRED STOCK

The Series B Preferred Stock and Series A 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 Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends. Dividends will be paid on the Preferred Stock as follows:

1.1 Dividends on Series B Preferred Stock. From and after the date of the issuance of any shares of Series B Preferred Stock, non-compounding dividends at the rate per annum of five percent (5%) of the applicable Series B Original Issue Price shall accrue on such 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) (the "Accruing Series B Preferred Stock Dividends"). The Accruing Series B Preferred Stock Dividends shall accrue from day to day, whether or not declared, shall be cumulative and shall be payable in cash or in shares of Common Stock, at the Corporation's discretion; provided however, that except as set forth in the following two (2) sentence of this Subsection 1.1 or in Subsection 2.1 and Section 6, such Accruing Series B Preferred Stock Dividends shall be payable only when, as, and if declared by the Board of Directors of the

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Corporation (the "Board"). If the Accruing Series B Preferred Stock Dividends are to be paid in shares of Common Stock, the Common Stock shall be valued at the then applicable Series B Conversion Price for such purposes. If legally permissible under the Business Corporation Act, the Accruing Series B Preferred Stock Dividends shall be paid in full out of funds legally available for that purpose upon the consummation of (i) a Qualified Public Offering, (ii) the dissolution of the Corporation or (iii) any event giving rise to the Series B Mandatory Conversion Time (as defined in Subsection 5.1). In addition, the holders of the Series B Preferred Stock shall also be entitled to receive dividends paid out of funds legally available for that purpose in the same amounts and on the same terms as any dividends declared by the Board and paid on the Corporation's Common Stock and any such dividend payable on each share of the Series B Preferred Stock shall be calculated on an as converted basis, based on the number of shares of Common Stock into which such share of Series B Preferred Stock could be converted on the record date for such dividend. 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 unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) the holders of the Series B Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Preferred Stock in an amount equal to the amount of the aggregate Accruing Series B Preferred Stock Dividends then accrued on such share of Series B Preferred Stock and not previously paid. The "Series B Original Issue Price" shall mean Four Dollars (\$4.00) 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.

1.2 Dividends on Series A Preferred Stock. The holders of the Series A Preferred Stock shall be entitled to receive dividends paid out of funds legally available for that purpose in the same amounts and on the same terms as any dividends declared by the Board and paid on the Corporation's Common Stock and any such dividend payable on each share of the Series A Preferred Stock shall be calculated on an as converted basis, based on the number of shares of Common Stock into which such share of Series A Preferred Stock could be converted on the record date for such dividend.

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

2.1 Preferential Payments to Holders of Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder 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 before any payment shall be made to the holders of Series A Preferred Stock or Common Stock by reason of their ownership thereof, any Accruing Series B Preferred Stock Dividends accrued but unpaid thereon with respect to such share, whether or not declared, together with any other 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 B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, 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

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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 Distribution of Assets upon Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Series B Preferred Stock under Subsection 2.1 of this Section B of Article Fourth, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the shares of Series B Preferred Stock, Series A Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such Preferred Stock as if they had been converted to Common Stock pursuant to the terms of these Articles of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation.

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 Series B Preferred Stock and Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series B Preferred Stock and Series A Preferred Stock held by such holder are convertible into Common Stock 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 Amended and Restated Articles of Incorporation, holders of Series B Preferred Stock and Series A Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Series B Protective Provisions. At any time when shares of Series B Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment to these Amended and Restated Articles of Incorporation, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Amended and Restated Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock (the "Requisite Majority of the Series B Preferred Stock"), given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class:

(a) amend, alter or change any preferences, privileges, powers or rights of the Series B Preferred Stock in these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation; or

(b) waive any provision of these Amended and Restated Articles of Incorporation impacting the preferences, privileges, powers or rights of the Series B Preferred Stock in any manner materially different than would impact the preferences, privileges, powers or rights of the Series A Preferred Stock or Common Stock.

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3.3 Series A Protective Provisions. At any time when shares of Series A Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment to these Amended and Restated Articles of Incorporation, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Amended and Restated Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock (the "**Requisite Majority of the Series A Preferred Stock**"), given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class:

(a) amend, alter or change any preferences, privileges, powers or rights of the Series A Preferred Stock in these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation; or

(b) waive any provision of these Amended and Restated Articles of Incorporation impacting the preferences, privileges, powers or rights of the Series A Preferred Stock in any manner materially different than would impact the preferences, privileges, powers or rights of the Series B Preferred Stock or Common Stock.

4. Optional Conversion.

The holders of the Series B Preferred Stock and Series A Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Series B Preferred Stock Conversion Ratio. Each share of Series B 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 non-assessable shares of Common Stock as is determined by dividing the applicable Series B Original Issue Price by the applicable Series B Conversion Price (as defined below) in effect at the time of conversion. The "**Series B Conversion Price**" shall initially be equal to \$0.6667 per share. Such initial applicable Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Series A Preferred Stock Conversion Ratio. Each share of Series A 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 nine (9) fully paid and non-assessable shares of Common Stock (the "**Series A Conversion Rate**"). The Series A Conversion Price shall be subject to adjustment as provided below.

4.1.3 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation, 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 Series B Preferred Stock and Series A Preferred Stock.

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4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series B Preferred Stock or Series A 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 Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock or Series A Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such aggregate conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series B Preferred Stock or Series A Preferred Stock to voluntarily convert shares of Series B Preferred Stock or Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series B Preferred Stock or Series A 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 Series B Preferred Stock and Series A 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 Series B Preferred Stock or Series A 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 Common Stock to be issued. If required by the Corporation, the 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 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 Series B Preferred Stock or Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof, and a certificate for the number (if any) of the shares of Series B Preferred Stock or Series A Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment of any declared but unpaid dividends (including any Accruing Series B Preferred Stock Dividends) on the shares of Series B Preferred Stock or Series A Preferred Stock converted, if legally permissible under the Business Corporation Act.

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4.3.2 Reservation of Shares. The Corporation shall at all times when the Series B Preferred Stock and Series A 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 Series B Preferred Stock and Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series B Preferred Stock and 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 the Series B Preferred Stock and Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of 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 Amended and Restated Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Series B Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series B 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 Common Stock at such adjusted Series B Conversion Price.

4.3.3 Effect of Conversion. All shares of Series B Preferred Stock and Series A 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 Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon and, if applicable, all Accruing Series B Preferred Stock Dividends, whether or not declared. Any shares of Series B Preferred Stock or Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation shall thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Series B Preferred Stock or Series A Preferred Stock, accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Series B Conversion Price or Series A Conversion Rate shall be made for any declared but unpaid dividends on the Series B Preferred Stock or Series A Preferred Stock surrendered for conversion or on the 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 Common Stock upon conversion of shares of Series B Preferred Stock and Series A 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 Common Stock in a name other than that in which the shares of Series B Preferred Stock or Series A 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.

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4.4 Adjustments to Series B Conversion Price for Next Qualified Financing. If the Next Qualified Financing (as defined below) of the Corporation has a pre-money valuation of less than Sixty Million Dollars (\$60,000,000), the Series B Conversion Price shall be reduced, concurrently with the closing of such Next Qualified Financing, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * [(A * \frac{1}{2}) / \$30,000,000]$$

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

(a) "CP₂" shall mean the Series B Conversion Price in effect immediately after the closing of the Next Qualified Financing;

(b) "CP₁" shall mean the Series B Conversion Price in effect immediately prior to the closing of the Next Qualified Financing; and

(c) "A" shall mean the pre-money valuation of the Corporation in the Next Qualified Financing.

For purposes of this Subsection 4.4, the "Next Qualified Financing" shall mean the Corporation's first private or public sale of equity securities after the closing of the Series B Preferred Stock Financing, as contemplated by that certain Series B Preferred Stock Private Placement Memorandum dated on or about the date hereof, in which the Company receives at least Five Million Dollars (\$5,000,000) in gross proceeds.

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date hereof effect a subdivision of the outstanding Common Stock (by stock split or stock dividend), the applicable Series B Conversion Price and Series A Conversion Rate in effect immediately before that subdivision shall be proportionately adjusted so that the number of shares of 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 Common Stock outstanding. If the Corporation shall at any time or from time to time after the date hereof combine the outstanding shares of Common Stock, the applicable Series B Conversion Price and Series A Conversion Rate in effect immediately before the combination shall be proportionately adjusted so that the number of shares of 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 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 Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series B Preferred Stock or Series A Preferred Stock) is converted into or exchanged for securities, cash or other property, then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series B Preferred Stock and Series A Preferred Stock shall thereafter be

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convertible in lieu of the 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 Common Stock of the Corporation issuable upon conversion of one (1) share of Series B Preferred Stock and Series A 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) 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 Series B Preferred Stock and Series A 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 Series B Conversion Price and Series A Conversion Rate) 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 Series B Preferred Stock and Series A Preferred Stock, as the case may be.

4.7 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the applicable Series B Conversion Price or Series A Conversion Rate pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series B Preferred Stock and Series A Preferred Stock, a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series B Preferred Stock or Series A 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 Series B Preferred Stock or Series A Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable Series B Conversion Price or Series A Conversion Rate then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series B Preferred Stock or Series A Preferred Stock, as the case may be.

4.8 Notice of Record Date. In the event 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 Series B Preferred Stock or Series A Preferred Stock) for the purpose of:

(a) 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) any capital reorganization of the Corporation or any reclassification of the Common Stock of the Corporation; or

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

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then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series B Preferred Stock and Series A 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 Series B Preferred Stock or Series A 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 Series B Preferred Stock, Series A Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Series B Preferred Stock Trigger Events. Upon either (a) the closing of a Qualified Public Offering or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least the Requisite Majority of the Series B Preferred Stock (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 "Series B Mandatory Conversion Time"), (i) all outstanding shares of Series B Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Series A Preferred Stock Trigger Events. Upon either (a) the closing of a Qualified Public Offering or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least the Requisite Majority of the Series A Preferred Stock (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 "Series A Mandatory Conversion Time"), (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.3 Qualified Public Offering. As used in this Article Fourth, a "Qualified Public Offering" shall mean the closing of a public offering of shares of Common Stock resulting in at least Five Million Dollars (\$5,000,000) of proceeds (before the deduction of the underwriter's discount and commissions) to the Corporation.

5.4 Procedural Requirements. All holders of record of shares of Series B Preferred Stock shall be sent written notice of the Series B Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series B Preferred Stock pursuant to this Section 5 and all holders of record of shares of Series A Preferred Stock shall be sent written notice of the Series A Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A Preferred Stock pursuant to this Section 5.

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Such notice shall be sent within a reasonable time in advance of the occurrence of the Series B Mandatory Conversion Time or Series A Mandatory Conversion Time, as applicable. Upon receipt of such notice applicable to such holders, at the Series B Mandatory Time or Series A Mandatory Time, where applicable, each holder of shares of Series B Preferred Stock and Series A Preferred Stock, as the case may be, 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 Series B Preferred Stock converted pursuant to Subsection 5.1, except for the right of the holders of the Series B Preferred Stock to receive unpaid Accruing Series B Preferred Stock Dividends accruing on and prior to the Series B Mandatory Conversion Time (including Accruing Series B Preferred Stock Dividends payable to the holders of Series B Preferred Stock in shares of Common Stock) which the Corporation shall pay at the Series B Mandatory Conversion Time, if legally permissible under the Business Corporation Act, but including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Series B Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), in each case 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 this Subsection 5.4. All rights with respect to the Series A Preferred Stock converted pursuant to Subsection 5.2, if legally permissible under the Business Corporation Act, but including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Series A Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), in each case 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 this Subsection 5.4. As soon as practicable after the Series B Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series B Preferred Stock, as the case may be, 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 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment, in cash or with shares of Series B Preferred Stock (which shall also be deemed to be subject to such mandatory conversion) of any declared but unpaid dividends (including any undeclared Accruing Series B Preferred Stock Dividends) on the shares of Series B Preferred Stock converted. As soon as practicable after the Series A Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Stock, as the case may be, 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 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment, in cash or with shares of Series A Preferred Stock (which shall also be deemed to

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be subject to such mandatory conversion) of any declared but unpaid dividends on the shares of Series A Preferred Stock converted.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

7. Waiver. Any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the holders of Requisite Majority of the Series B Preferred Stock. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of Requisite Majority of the Series A Preferred Stock.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Series B Preferred Stock or Series A 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 FIFTH

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

ARTICLE SIXTH

Subject to any additional vote required by these Amended and Restated Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

ARTICLE SEVENTH

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE EIGHTH

Meetings of shareholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the

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

ARTICLE NINTH

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Business Corporation Act or any other law of the State of Florida is amended after approval by the shareholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE TENTH

The following indemnification provisions shall apply to the persons enumerated below:

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts

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advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the articles of incorporation, the Bylaws of the Corporation, agreement, vote of shareholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the

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Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE ELEVENTH

The Corporation expressly elects not to be governed by Section 607.0901 of the Business Corporation Act, relating to affiliated transactions.

THIRD: The foregoing amendment and restatement was duly adopted by the Board of Directors at a special meeting of the Board of Directors in accordance with the applicable provisions of Section 607.0820 and 607.1007 of the Business Corporation Act.

FOURTH: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of the Corporation's Series A Stock and Common Stock, voting together as one class, by written consent of the holders of a majority of such capital stock, in accordance with Sections 607.0704 and 607.1004 of the Business Corporation Act and the terms of the Original Articles of Incorporation.

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IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 7th day of November, 2011.

MY FA NETWORK, INC.

By: 

Name: Jason A. Bishara

Title: President and Chief Executive Officer