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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

GOTELO SERVICES, INC.

The undersigned, acting in his capacity as President and CEO of GOTELO SERVICES, INC., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Gotelo Services, Inc. The Corporation's Articles of Incorporation were originally filed with the Secretary of State of the State of Florida on May 14, 2009.
2. The undersigned hereby certifies, attests and serves notice that the text of the Articles of Incorporation is hereby amended and restated to read in its entirety as follows:

Article I

Name

The name of the Corporation is Gotelo Services, Inc. and the address of the principal office and the mailing office of the Corporation is 1011 E. Las Olas Blvd., Ft. Lauderdale, FL 33301.

Article II

Purpose

The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the "FBCA"), including any amendments thereto.

Article III

Registered Agent and Office

The name and address of the registered agent of the Corporation is Douglas L. O'Keefe, Esq. 1395 Brickell Avenue, Suite 700, Miami, FL 33131.

Article IV

Capital Stock

The Corporation shall have authority to issue a total of 22,000,000 shares consisting of (i) 20,000,000 shares of common stock, no par value (the "Common Stock") and (ii) 2,000,000 shares of preferred stock, no par value (the "Preferred Stock"). All 2,000,000 shares of the Preferred Stock have been designated Series A Preferred Stock. This Article IV contains a

description of the Common Stock and Preferred Stock and a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof and of the Series A Preferred Stock.

A. Common Stock

1. General. The Corporation shall not eliminate the rights of holders of Common Stock set forth in Article IV Sections A.2, A.3 or A.4 below. Notwithstanding the foregoing, the voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock and any other securities of the Corporation.

2. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation.

3. Dividends. Subject to provisions of law and this Article IV of these Amended and Restated Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

4. Liquidation. Subject to provisions of law and this Article IV of these Amended and Restated Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to the remaining assets of the Corporation available for distribution.

B. Preferred Stock

1. Designation. A total of 2,000,000 shares of the Corporation's Preferred Stock shall be designated as "Series A Preferred Stock." As used herein, the term "Preferred Stock" used without references to the Series A Preferred Stock means the shares of Series A Preferred Stock and the shares of each other series of authorized Preferred Stock of the Corporation issued and designated from time to time by a resolution or resolutions of the Board of Directors, share for share alike and without distinction as to class or series, except as otherwise expressly provided for in this Article IV of these Amended and Restated Articles of Incorporation or as the context otherwise requires.

2. Dividends. In the event any dividends are declared and paid on the Common Stock, whether cash or non-cash, the holders of Series A Preferred Stock shall be entitled to such dividends declared and paid on the Common Stock in proportion to the number of shares of Common Stock issuable to them upon conversion of the Series A Preferred Stock then held by them.

3. Liquidation, Dissolution or Winding Up.

(a) Treatment at Sale, Liquidation, Dissolution or Winding Up. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Series A Preferred Stock, and subject to the liquidation rights and preferences of any class or series of Preferred Stock designated to be on parity with, the Series A Preferred Stock, the holders of shares of Series A Preferred Stock shall be entitled to be paid first out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock whether such assets are capital, surplus or earnings, an amount per share of Series A Preferred Stock equal to the greater of (x) \$0.50 per share of Series A Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Preferred Stock) plus an amount equal to any declared and unpaid dividends (such aggregate amount, as so determined, is referred to herein as the "Series A Liquidation Value" with respect to such shares) and (y) the amount which such holder would be entitled to receive per share of Series A Preferred Stock upon such event if such share of Series A Preferred Stock were converted into shares of Common Stock immediately prior to such event. After payment has been made to the holders of the Series A Preferred Stock and Preferred Stock designated to be on parity with or subordinate to, the Series A Preferred Stock, of the full liquidation preference to which such holders shall be entitled as aforesaid, the remaining assets, if any, shall be distributed among the holders of Common Stock on a pro-rata basis.

(b) Insufficient Funds. If upon such liquidation, dissolution or winding up the assets or surplus funds of the Corporation to be distributed to the holders of shares of Series A Preferred Stock and any other then-outstanding shares of the Corporation's capital stock ranking on a parity with respect to payment on liquidation with the Series A Preferred Stock (such shares being referred to herein as the "Series A Parity Stock") shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value and all other preferential amounts payable with respect to the Series A Preferred Stock and such Series A Parity Stock, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series A Preferred Stock and such Series A Parity Stock, pro rata, in proportion to the full respective preferential amounts to which the Series A Preferred Stock and such Series A Parity Stock are each entitled.

(c) Certain Transactions Treated as Liquidation. For purposes of this Article IV (B), any acquisition of the Corporation by means of merger or other form of corporate reorganization or consolidation with or into another corporation in which outstanding shares of this Corporation, including shares of Series A Preferred Stock, are exchanged for securities or other consideration issued, or caused to be issued, by the other corporation or its subsidiary and, as a result of which transaction, the shareholders of this Corporation own 50.1% or less of the voting power of the surviving entity (other than a mere re-incorporation transaction), or (B) either a sale, transfer or lease (other than a pledge or grant of a security interest to a bona fide lender) of all or substantially all of the assets of the Corporation or a sale, transfer or exclusive license of a majority of the Company's intellectual property rights (any such event, a "Deemed Liquidation Event"), shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Series A Preferred Stock to receive the amount that would be received in a liquidation, dissolution or winding up pursuant to Article IV (B)(3)(a)

hereof, unless the holders of at least 50.1% of the then outstanding shares of Series A Preferred Stock elect not to receive the Series A Liquidation Value at such time by giving written notice thereof to the Corporation at least three days before the effective date of such event. The Corporation will provide the holders of Preferred Stock with notice of all transactions which are to be treated as a liquidation, dissolution or winding up pursuant to this Article IV (B)(3)(c) at least ten (10) days prior to the earlier of the vote relating to such transaction or the closing of such transaction. The Corporation shall promptly provide to the holders of shares of Series A Preferred Stock such additional information concerning the terms of such proposed Deemed Liquidation Event and the value of the assets of the corporation as may reasonably be requested by a holder of Series A Preferred Stock.

(d) Distributions of Property. Whenever the distribution provided for in this Article IV (B)(3) shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors, unless the holders of 50.1% or more of the then outstanding shares of Series A Preferred Stock request, in writing, that an independent appraiser perform such valuation, then by an independent appraiser selected by the Board of Directors and reasonably acceptable to 50.1% or more of the holders of such series of Preferred Stock.

4. Voting Power and Board of Directors. The holder of each share of Series A Preferred shall have the right to that number of votes equal to the number of shares of Common Stock issuable upon conversion of the holder's Series A Preferred shares. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). The Series A Preferred and Common Stock shall vote together as a class except as required by law and except as set forth below. The holders of at least 50.1% of the then outstanding shares of Series A Preferred Stock shall be entitled to designate one (1) member of the Corporation's Board of Directors (such designee at any time, the "Series A Director").

5. Optional Conversion. Each holder of Series A Preferred Stock shall have the right to convert the Series A Preferred Stock, at the option of the holder, at any time, into shares of Common Stock. One share of Series A Preferred Stock initially shall be convertible into one share of Common Stock.

6. Automatic Conversion. All shares of Series A Preferred Stock automatically shall be converted into shares of Common Stock at the then applicable conversion rate in the event of either (i) the closing of an underwritten initial public offering of Common Stock of the Company with aggregate gross proceeds of at least \$25 million or (ii) the approval by vote or written consent of the holders of at least 50.1% of the then outstanding shares of Series A Preferred Stock.

7. Anti-Dilution Adjustment.

(a) The number of shares of Common Stock issuable upon conversion of each share of the Series A Preferred Stock, whether optional or automatic conversion, shall be equal to (x) \$0.50 plus an amount equal to all accrued but unpaid dividends thereon (as

appropriately adjusted to reflect stock splits, stock dividends, reorganizations, consolidations and similar changes hereafter effected with respect to the Series A Preferred Stock) (y) divided by the Applicable Conversion Price (as defined below) then in effect for shares of Series A Preferred Stock. The Applicable Conversion Price for shares of Series A Preferred Stock shall initially be \$0.50 (the "Applicable Conversion Price"), subject to adjustment from time to time as hereinafter provided:

(i) Except for (1) the issuance of options to purchase and/or the sale of shares of Common Stock granted or sold to employees, consultants or directors of the Corporation pursuant to any equity compensation plans approved by the Board of Directors (including the Series A Director), including the issuance of Common Stock upon exercise of such options, (2) the issuance of shares of Common Stock upon conversion of the Preferred Stock, (3) shares of Common Stock issued or issuable in connection with stock splits, divisions or dividend distributions, (4) shares of Common Stock issued or issuable upon exercise or conversion of any securities outstanding on the Purchase Date (as defined below), (5) the issuance of shares of Common Stock pursuant to a Qualified Public Offering, and (6) such other issuances of shares of Common Stock of the Corporation as to which the provisions of this Section C(6)(c) may be waived by the holders of at least 50.1% of the then outstanding shares of Series A Preferred Stock, if the Corporation shall issue, after the date upon which any shares of Series A Preferred Stock were first issued (the "Purchase Date"), any shares of Common Stock without consideration or for a consideration per share less than the Applicable Conversion Price in effect for the Series A Preferred Stock immediately prior to the issuance of such shares of Common Stock, the Applicable Conversion Price in effect for the Series A Preferred Stock immediately prior to each such issuance shall forthwith be adjusted to a price determined by multiplying such Applicable Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including, without limitation, the number of shares of Common Stock issuable upon the conversion of all of the outstanding Preferred Stock and other Convertible Securities and assuming the exercise of all outstanding options, warrants or other rights to purchase Common Stock or other securities convertible into Common Stock) plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Applicable Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including, without limitation, the number of shares of Common Stock issuable upon the conversion of all of the outstanding Preferred Stock and other Convertible Securities and assuming the exercise of all outstanding options, warrants or other rights to purchase Common Stock or other securities convertible into Common Stock) plus the number of shares of Common Stock thus issued or sold.

(ii) For the purposes of this Section 7(a) the following clauses (A) to (D), inclusive, shall also be applicable:

(A) In case at any time the Corporation shall grant (1) any rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or (2) any obligations or any shares of stock of the Corporation which are convertible into, or exchangeable for, Common Stock (any of such obligations or shares of stock being hereinafter referred to as "Convertible Securities") whether or not such rights or options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price

per share for which Common Stock is issuable upon the exercise of such rights or options or upon conversion or exchange of such Convertible Securities (determined by dividing (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such rights or options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of such rights or options, plus, in the case of such rights or options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue of such Convertible Securities and upon the conversion or exchange thereof by (y) the total maximum number of shares of Common Stock issuable upon the exercise of such rights or options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such rights or options) shall be less than the Applicable Conversion Price with respect to the Series A Preferred Stock in effect immediately prior to the time of the granting of such rights options, then the total maximum number of shares of Common Stock issuable upon the exercise of such rights or options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such rights or options shall (as of the date of granting of such rights or options) be deemed to have been issued for such price per share. Except as provided in Clause D below and Section 7(a)(iii) below, no further adjustments of the Applicable Conversion Price with respect to the Series A Preferred Stock shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such rights or options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities.

(B) In case the Corporation shall issue or sell (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the rights to exchange or convert thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (x) the total amount of consideration received or receivable by the Corporation for the issuance or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Applicable Conversion Price with respect to the Series A Preferred Stock in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall (as of the date of the issue or sale of such Convertible Securities) be deemed to be outstanding and to have been issued for such price per share, *provided* that (x) except as provided in Clause (D) below and Section 7(a)(ii) below, no further adjustments of the Applicable Conversion Price with respect to the Series A Preferred Stock shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities, and (y) if any such issue or sale of such Convertible Securities is made upon exercise of any rights to subscribe for or to purchase or any option to purchase any such Convertible Securities for which adjustments of the Applicable Conversion Price with respect to the Series A Preferred Stock have been or are to be made pursuant to other provisions of this clause (B), no further adjustment of such applicable Conversion Price shall be made by reason of such issue or sale.

(C) In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities

shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deducting therefrom any expenses incurred or any underwriting commissions, discounts or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined by the Board of Directors, without deducting therefrom any expenses incurred or any underwriting commissions, discounts or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase such Common Stock or Convertible Securities shall be issued in connection with any merger or consolidation in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value as determined by the Board of Directors of such portion of the assets and business of the nonsurviving corporation or corporations as such board shall determine to be attributable to such Common Stock, Convertible Securities, rights or options, as the case may be.

(D) If (x) the purchase price provided for in any right or option referred to in clause (A) above, or (y) the additional consideration, if any, payable upon the conversion or exchange of Convertible Securities referred to in clause (A) or clause (B) above, or (z) the rate at which any Convertible Securities referred to in clause (A) or clause (B) are convertible into or exchangeable for Common Stock, shall change at any time (other than under or by reason of provisions designed to protect against dilution), the Applicable Conversion Price then in effect hereunder with respect to the Series A Preferred Stock shall forthwith be increased or decreased to such conversion price as would have obtained had the adjustments made upon the issuance of such rights, options or Convertible Securities been made upon the basis of (a) the issuance of the number of shares of Common Stock theretofore actually delivered upon the exercise of such options or rights or upon the conversion or exchange of such Convertible Securities, and the total consideration received therefor, and (b) the issuance at the time of such change of any such options, rights, or Convertible Securities then still outstanding for the consideration, if any, received by the Corporation therefor and to be received on the basis of such changed price; and on the expiration of any such option or right or the termination of any such right to convert or exchange such Convertible Securities, the Applicable Conversion Price then in effect hereunder with respect to the Series A Preferred Stock shall forthwith be increased to such conversion price as would have obtained had the adjustments made upon the issuance of such rights or options or Convertible Securities been made upon the basis of the issuance of the shares of Common Stock theretofore actually delivered (and the total consideration received therefor) upon the exercise of such rights or options or upon the conversion or exchange of such Convertible Securities. If the purchase price provided for in any right or option referred to in clause (A) above, or the rate at which any Convertible Securities referred to in clause (A) are convertible into or exchangeable for Common Stock, shall decrease at any time under or by reason of provisions with respect thereto designed to protect against dilution, then in case of the delivery of Common Stock upon the exercise of any such right or option or upon conversion or exchange of any such Convertible Security, the Applicable Conversion Price then in effect hereunder with respect to the Series A Preferred Stock shall forthwith be decreased to such conversion price as would have obtained had the adjustments made upon the issuance of such



right, option or Convertible Security been made upon the basis of the issuance of (and the total consideration received for) the shares of Common Stock delivered as aforesaid.

(iii) In case the Corporation shall at any time subdivide its outstanding shares of Common Stock into a greater number of shares, the Applicable Conversion Price for the Series A Preferred Stock in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding shares of Common Stock of the Corporation shall be combined into a smaller number of shares, the Applicable Conversion Price for the Series A Preferred Stock in effect immediately prior to such combination shall be proportionately increased.

(b) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of Series A Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of shares of Series A Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Applicable Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(c) Corrective Actions. If any event occurs as to which, in the opinion of the Board of Directors, the other provisions of this Section 7 are not strictly applicable or if strictly applicable would not fairly protect the rights of the holders of the Series A Preferred Stock in accordance with the essential intent and principles of such provisions, then the Board of Directors shall make an adjustment in the application of such provisions, in accordance with such essential intent and principles, so as to protect such rights as aforesaid.

(d) Notice of Conversion Price Adjustment. In each case of an adjustment of the Applicable Conversion Price with respect to the Series A Preferred Stock, the Corporation shall give written notice thereof, by first-class mail, postage prepaid, addressed to the registered holders of the Series A Preferred Stock at the addresses of such holders as shown on the books of the Corporation, which notice shall state the Applicable Conversion Price resulting from such adjustment and the increase or decrease, if any, in the number of shares receivable at such price upon the conversion of the Series A Preferred Stock setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(e) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion, but, instead of any fraction of a share which would otherwise be issuable, the Corporation shall pay a cash adjustment in respect of such fraction in an amount equal to the same fraction of the market price per share of Common Stock as of the close of

business on the day of conversion. "Market price" shall mean if the Common Stock is traded on a securities exchange, the closing price of the Common Stock on such exchange, or, if the Common Stock is otherwise traded in the over-the-counter market, the closing bid price, in each case averaged over a period of 20 consecutive business days prior to the date as of which "market price" is being determined. If at any time the Common Stock is not traded on an exchange, or otherwise traded in the over-the-counter market, the "market price" shall be the fair value thereof determined in good faith by the Board of Directors as of a date which is within 15 days of the date as of which the determination is to be made.

(f) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, 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, but will at all times in good faith assist in the carrying out of all the provisions of this Section C(6) and in the taking of all such action as may be necessary or appropriate in order to protect the holders of Series A Preferred Stock against impairment.

(g) 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 any 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 exercise of all such Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, 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, using its best efforts to obtain the requisite stockholder approval of any necessary amendment to the Corporation's Articles of Incorporation.

8. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of an unsecured indemnity from the holder reasonably satisfactory to the Corporation or, in the case of such mutilation upon surrender of such certificate, the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

9. Restrictions and Limitations on Corporate Action and Amendments to Charter.

(a) The Corporation shall not take any corporate action or without the approval by vote or written consent of the holders of at least 50.1% of the then outstanding shares of Series A Preferred Stock if such corporate action or amendment would:

(i) authorize, create or issue any security senior to or paripassu to the Series A Preferred Stock;

(ii) increase the number of authorized shares of Series A Preferred Stock, Common Stock or other series or class of capital stock;

(iii) amend any of the rights, preferences, privileges of or limitations of any share of Series A Preferred Stock;

(iv) amend, alter or repeal any provision of the Corporation's Amended and Restated Articles of Incorporation or Bylaws or any organizational document of any subsidiary of the Corporation;

(v) result in the redemption or repurchase of equity securities of the Company, other than redemption of equity securities of former directors, employees or consultants as approved by the Board of Directors; or

(vi) create or otherwise establish any direct or indirect subsidiary of the Corporation or permit any subsidiary to issue shares of its capital stock (or rights to acquire shares of capital stock) to any person or entity other than to the Corporation or a wholly owned subsidiary of the Corporation.

#### Article V

##### Directors

The Board of Directors shall consist of up to five (5) members, the exact size of the Board of Directors shall be in accordance with the Shareholders' Agreement among the Corporation and certain (if not all) all of its shareholders as may be in effect from time to time. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors. Members of the Board of Directors must be natural persons who are at least 18 years of age but need not be residents of Florida or shareholders of the Corporation.

#### Article VI

##### Bylaw Amendment

In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, subject to the consent rights of the Series A Preferred Stock in Section 9 of Article IV above, the holders of at least sixty percent (60%) of the issued and outstanding shares of the Corporation, may adopt, make, alter, amend and/or repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Amended and Restated Articles of Incorporation. The holders of at least 60% of the issued and outstanding shares of the Corporation may amend or adopt a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

#### Article VII

##### Limitation of Liability

To the fullest extent permitted under the FBCA and other applicable law, no director of the Corporation shall be personally liable to the Corporation or any of its shareholders or any

other person for monetary damages for or relating to any statement, vote, decision or failure to act, regarding corporate management or policy or any other matter relating to the Corporation, by a director, unless the breach or failure to perform his or her duties as a director satisfies the standards set forth in Section 607.0831(1) of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. To the fullest extent permitted under the FBCA and other applicable law, a director of the Corporation shall not be or held liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with Section 607.0830 of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article VII shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

#### Article VIII

##### Indemnification

The Corporation shall indemnify its directors to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director of the Corporation and shall inure to the benefit of his or her heirs, executors, administrators, assigns and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director (or his or her heirs, executors, administrators, assigns or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right(s) to indemnification conferred by this Article VIII shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition only upon the Corporation's receipt of an undertaking, in form reasonably satisfactory to the Corporation, by or on behalf of the director to repay such amounts if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

The Corporation may, to the extent authorized from time to time in the Corporation's Bylaws or otherwise by resolution of the Board of Directors, provide rights to indemnification and to the advancement of expenses to officers, employees and agents of the Corporation similar to those conferred in this Article VIII to directors of the Corporation.

The rights to indemnification and to the advancement of expenses conferred in this Article VIII shall not be exclusive of any other right(s) which any person may have or hereafter acquire or be granted or accorded under these Articles of Incorporation, the Bylaws of the Corporation, any statute, agreement, vote of shareholders or disinterested directors or otherwise.

Any repeal or modification of this Article VIII shall not adversely affect any right(s) to indemnification or to the advancement of expenses of a director of the Corporation existing at

the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

The Corporation shall have the power and authority to purchase and maintain insurance (including, without limitation, errors and omissions insurance) on behalf of any person who 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, company, joint venture, trust or other enterprise, against any liability or expenses asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability or expenses under the provisions of this Article VIII.

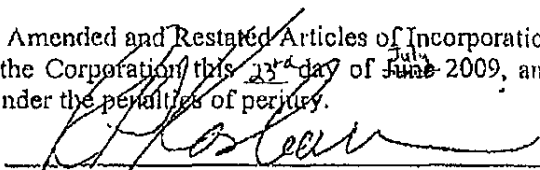
**Article IX**  
**Amendment**

Subject to obtaining any necessary approval of the shareholders, including, without limitation, the approval of the Series A Preferred Stock in accordance with Section 9 of Article IV above, the Corporation reserves the right to amend or repeal any provision contained in these Amended and Restated Articles of Incorporation, or any amendment thereto.

# # #

This amendment and restatement of these Articles of Incorporation has been duly authorized and directed by Unanimous Written Consent of the Board of Directors of the Corporation, dated ~~June 23~~<sup>July 26</sup>, 2009 and by the Written Consent of holders of a majority of the Common Stock of the Corporation, dated ~~June 23~~<sup>July 26</sup>, 2009 which shareholders' consent was sufficient for the approval of the amendment and restatement. Such amendment and restatement of the Articles of Incorporation supersede the original Articles of Incorporation of the Corporation and all amendments thereto.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation has been signed by the President and CEO of the Corporation this ~~23<sup>rd</sup>~~<sup>26<sup>th</sup></sup> day of ~~June~~<sup>July</sup>, 2009, and affirm that the statements made herein are true under the penalties of perjury.

  
\_\_\_\_\_  
Ray Kasbarian  
As President and CEO

**CERTIFICATE OF ACCEPTANCE BY  
REGISTERED AGENT**

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of Gotelo Services, Inc., a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation:

Having been named as registered agent and to accept service of process for the Corporation at the registered office designated in the Corporation's Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 23<sup>rd</sup> day of ~~June~~<sup>July</sup>, 2009.

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

Douglas L. O'Keefe