

P10000074804

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

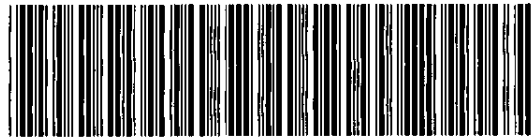
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800196716458

*Amended &
Restated*

03/09/11--01003--018 **35.00

RECEIVED

11 MAR -9 AM 11:30

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2011 MAR -9 PM 2:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
3/9/11

Holland & Knight

Requester's Name

315 South Calhoun Street, suite 600

Address

Tallahassee, FL 32301 (850)425-5686

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. UnThink Corporation
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☒ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

FILED

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION-9 PM 2:29
OF
UNTHINK CORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Unthink Corporation (the "**Corporation**"), a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act (the "**Florida Business Corporation Act**"),

DOES HEREBY CERTIFY:

FIRST: That the name of this Corporation is UNTHINK CORPORATION and that this Corporation was originally incorporated pursuant to the Florida Business Corporation Act on September 10, 2010 under the name UNTHINK CORPORATION.

SECOND: That the original Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Florida on September 10, 2010; and the Amended and Restated Articles of Incorporation were filed with the Secretary of State of the State of Florida on September 22, 2010.

THIRD: That the following amendments to the Articles of Incorporation of the Corporation were unanimously approved by shareholders of all voting groups by written consent of the Board of Directors of the Corporation on March 2, 2011.

RESOLVED, that the Articles of Incorporation of this Corporation be amended and restated in their entirety to read as follows:

Article 1 NAME.

The name of this corporation is Unthink Corporation.

Article 2 PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Corporation is :

1509 W. Swann Avenue, Suite 240A
Tampa, Florida 33606

Article 3 REGISTERED OFFICE AND AGENT.

The registered office of the Corporation in the State of Florida shall be located at 1509 W. Swann Avenue, Suite 240A, Tampa, Florida in the County of Hillsborough, 33606. The registered agent of the Corporation at such address shall be Spiro J. Verras, Esq.

Article 4 PURPOSE AND POWERS.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the laws of the State of Florida. The Corporation shall have all power necessary or convenient to the conduct, promotion or attainment of such acts and activities.

Article 5 CAPITAL STOCK

5.1 Authorized Shares.

The total number of shares of all classes of stock that the Corporation shall have

the authority to issue is 20,000,000 shares, of which 15,000,000 of such shares shall be Common Stock, having a par value of \$0.01 per share ("**Common Stock**"), and 5,000,000 of such shares shall be Preferred Stock, having a par value of \$0.01 per share ("**Preferred Stock**"). To the extent allowed by law, these Articles of Incorporation may be amended (or amended and restated as the case may be) to increase the number of authorized shares of Common Stock upon the approval of a majority of the outstanding Preferred Stock and Common Stock voting separately by class vote. The designations, powers, preferences and relative, participating, optional or other special rights and the qualifications, limitations and restrictions in respect of the Common Stock and the Preferred Stock are as follows.

5.2 Common Stock.

5.2.1 Relative Rights.

The Common Stock shall be subject to all of the rights, privileges, preferences and priorities of the Preferred Stock as set forth in these Articles of Incorporation. Each share of Common Stock shall have the same relative rights as and be identical in all respects to all the other shares of Common Stock.

5.2.2 Dividends.

Whenever there shall have been paid, or declared and set aside for payment, to the holders of shares of any class of stock having preference over the Common Stock as to the payment of dividends, if any, to which such holders are respectively entitled in preference to the Common Stock, then dividends may be paid on the Common Stock and on any class or series of stock entitled to participate therewith as to dividends, out of any assets legally available for the payment of dividends thereon, but only when and as declared by the Board of Directors of the Corporation.

5.2.3 Dissolution, Liquidation, Winding Up.

In the event of any dissolution, liquidation, or winding up of the Corporation, whether voluntary or involuntary, the holders of the Common Stock, and holders of any class or series of stock entitled to participate therewith, in whole or in part, as to the distribution of assets in such event, shall become entitled to participate in the distribution of any assets of the Corporation remaining after the Corporation shall have paid, or provided for payment of, all debts and liabilities of the Corporation and after the Corporation shall have paid, or set aside for payment, to the holders of any class of stock having preference over the Common Stock in the event of dissolution, liquidation or winding up the full preferential amounts (if any) to which they are entitled.

5.2.4 Voting Rights.

Subject to the voting rights of the holders of the Series A Preferred stock set forth in Section 5.4.4, or as set forth in any agreement between the Corporation and the holders of the Series A Preferred Stock, each holder of shares of Common Stock shall be entitled to attend all special and annual meetings of the shareholders of the Corporation and, share for share and without regard to class, together with the holders of all other classes of stock entitled to attend such meetings and to vote (except any class or series of stock having special voting rights), to cast one vote for each outstanding share of Common Stock so held upon any matter or thing (including, without limitation, the election of one or more directors) properly considered and acted upon by the shareholders.

5.3 Preferred Stock.

Subject to the prior written consent of the holders of at least sixty-seven (67%) of the outstanding Preferred Stock voting together as a single class based on the number of shares held by the holders on an as-converted to Common Stock basis (the "**Preferred Majority**"), the Board of Directors is authorized, subject to limitations prescribed by the Florida Business Corporation Act and the provisions of these Articles of Incorporation and the Corporation's Stockholders Agreement, to provide, by resolution or resolutions from time to time and by filing an amendment hereto or a certificate of designations pursuant to the Florida Business Corporation Act, for the issuance of the shares of Preferred Stock in series, to establish from time to time the number of shares to be included in each such series, to fix the powers, designations, preferences and relative, participating, optional or other special rights of the shares of each such series and to fix the qualifications, limitations or restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following: (1) the number of shares constituting that series and the distinctive designation of that series; (2) whether such series will be entitled to receive dividends, and if so, the dividend rate on the shares of that series, and whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series; (3) whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights; (4) whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine; (5) whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates; (6) whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund; (7) the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and (8) any other relative powers, preferences, and rights of that series, and qualifications, limitations or restrictions on that series.

5.4 Series A Convertible Preferred Stock.

5.4.1 Designation.

Of the 5,000,000 shares of Preferred Stock, par value \$0.01, authorized to be issued by the Corporation, 2,500,000 of such shares are designated hereby as Series A Convertible Preferred Stock (the "**Series A Preferred Stock**"). The Series A Preferred Stock shall have the following powers, rights, preferences, qualifications and limitations.

5.4.2 Dividends.

No dividend shall be paid on or declared and set apart with respect to the Common Stock or any other class of Preferred Stock unless and until all accrued dividends on the Series A Preferred Stock shall have been paid or declared as set forth herein and set apart during that fiscal year and any prior year in which dividends were declared and not paid. Notwithstanding the foregoing, if during any fiscal year of the Corporation, the Corporation declares and pays dividends (cash or otherwise) to the holders of the Corporation's Common Stock, then the holders of record of the Series A Preferred Stock shall also be entitled to receive dividends in an amount equal to the amount of any dividend declared payable with respect to each share of Common Stock multiplied by the number of

shares of Common Stock into which each share of Series A Preferred Stock is convertible pursuant to Section 5.4.5 hereof, as of the record date for the determination of holders of Common Stock and Series A Preferred Stock entitled to receive such dividend. No dividend shall be declared or paid with respect to the Common Stock unless such a dividend is declared and paid with respect to the Series A Preferred Stock (as provided above). The record dates with respect to the payment of dividends with respect to the Series A Preferred Stock shall be the same as the record dates with respect to the payment of dividends with respect to the Common Stock. The right to such declared dividends shall be cumulative as to the Series A Preferred Stock.

5.4.3 Liquidation, Dissolution, or Winding Up.

(a) In the event of a "**Liquidation Event**" (as defined below), each holder of Series A Preferred Stock then outstanding shall be entitled to be paid in cash out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock, before any payment or declaration and setting apart for payment of any amount shall be made in respect of the Corporation's Common Stock, an amount per share equal to the greater of (a) the Series A Original Issue Price (as hereinafter defined), plus the amount of any declared but unpaid dividends, if any, for each outstanding share of Series A Preferred Stock (as adjusted to reflect any share split, combination, reclassification, or similar event involving the Series A Preferred Stock in accordance with the terms of Sections 5.4.5(c) and (d) hereof), and (b) the Fair Market Value (as hereinafter defined) of the underlying Common Stock into which such shares of Series A Preferred Stock may be converted in accordance with the Series A Conversion Ratio (as determined pursuant to Section 5.4.5(b) and subject to adjustment as contained in Section 5.4.5), including all accrued and unpaid dividends thereon, without regard to minority or illiquidity discounts (the "**Series A Liquidation Preference**"). As used herein, the term "**Series A Original Issue Price**" shall mean **\$0.90** per share. If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of the Series A Preferred Stock of the amounts thus distributable, then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount that each such holder is otherwise entitled to receive based upon the aggregate Series A Liquidation Preference of the Series A Preferred Stock held by each such holder.

(b) For purposes of this Article 5, a "**Liquidation Event**" of this Corporation shall be deemed to be occasioned by, or to include, by means of any transaction or series of related transactions (A) any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"); (B) the acquisition of the capital stock of the Corporation by an unaffiliated entity or person (including, without limitation, any reorganization, merger, or consolidation but, excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation), unless the Corporation's shareholders of record, as constituted immediately prior to such acquisition will, immediately after such acquisition (by virtue of securities issued or sold as consideration for the Corporation's acquisition or otherwise), hold at least 50% of the voting power of the surviving or acquiring entity; (C) the sale of all or substantially all of the assets of the Corporation to an unaffiliated entity or person, unless the Corporation's shareholders of record, as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise), hold at least 50% of the voting power of the surviving or acquiring entity (the matters listed in subparagraphs 5.4.3(B) and (C) are sometimes herein referred to as a "**Change in Control Transaction**"), unless in the case of (B) or (C) above, waived by the holders of a Preferred Majority. The Corporation shall deliver to each holder of Series A Preferred Stock, by U.S. first-class certified mail, return receipt requested, or overnight

courier, postage prepaid, at its address as the same shall appear on the books of the Corporation, along with a copy by electronic mail, written notice at least ten (10) days prior to payment upon any Liquidation Event.

(c) For purposes of this Article 5, "**Fair Market Value**" shall mean: (a) following the closing of an underwritten Public Offering by the Corporation, the average closing price of the Corporation's Common Stock on a nationally-recognized stock exchange or NASDAQ for the 5 trading-day period ending two (2) business days prior to the valuation date; (b) in the event of a Change in Control Transaction, which transaction occurs prior to, or does not involve, a public offering of securities by the Corporation ("**Public Offering**"), the price per share of the Corporation's Common Stock in such Change in Control Transaction, as reasonably determined by the Board of Directors of the Corporation (including approval by the Investor Designee); (c) if the shares of Common Stock of the Corporation are not publicly traded or if there has been no Change in Control Transaction or other Liquidation Event, then if the Company and the Investor are unable to agree as to the Fair Market Value thereof, the amount of the Fair Market Value shall be determined by any independent appraisal firm paid for and selected by the Corporation with the consent of the Preferred Majority; or (d) if the Change in Control Transaction results in a Liquidation (or is immediately followed by a Liquidation) of the Company, then the Fair Market Value shall be the liquidation value of the underlying Common Stock. The Fair Market Value shall be evidenced by a written statement of the Corporation, signed by its President or one of its Vice Presidents or by its Secretary or Treasurer, and delivered to the holders in accordance with the provisions hereof. In the event of a Liquidation, then the Fair Market Value shall be the liquidation value of the underlying Common Stock.

5.4.4 Voting Rights.

(a) Voting. Except as otherwise expressly required by law or provided for herein, each holder of Series A Preferred Stock shall not be entitled to vote on any matter submitted to a vote of the holders of Common Stock; provided, however, that the holders of Series A Preferred Stock shall be entitled to vote on, and shall have the right to approve by a Preferred Majority, any and all of the actions set forth in the Protective Provisions pursuant to Section 5.4.4(b), below. On all matters submitted to a vote of the holders of Series A Preferred Stock, each such holder shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holder's Series A Preferred Stock, as applicable, is convertible pursuant to the provisions of Section 5.4.5 on the record date for the determination of shareholders entitled to vote on such matter or, if no record date is established, on the date such vote is taken or any written consent of shareholders is first executed. Notwithstanding the foregoing, the holders of Series A Preferred Stock shall be entitled to have the same voting rights as the holders of Common Stock, on an as-converted basis, in the event that as of January 1, 2012 (i) the Corporation has not yet earned a profit from its operations (as shown on the Corporation's consolidated financial statements for the prior year), or (ii) the number of registered users of the Corporation's (including any Subsidiaries') website(s) is less than twenty-two million (22,000,000) users; provided that the holders of the Series A Preferred Stock shall in any event continue to have the right to vote with respect to the Protective Provisions set forth below.

(b) Protective Provisions. For so long as any shares of Series A Preferred Stock remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, and shall not permit any subsidiary of the Corporation (a "Subsidiary") to, take any of the following actions (the "Protective Provisions") without (in addition to any other vote required by law or these Articles of Incorporation) the affirmative vote (in writing or at a meeting of holders of Preferred Stock) of the holders of the Preferred Majority:

- (i) changes to the Corporation's articles of incorporation or bylaws, or any Subsidiaries' charter documents or operating agreements;
- (ii) change in the nature of the Corporation's or any Subsidiary's business;
- (iii) declaration of dividends, distributions on or redemptions of equity securities (other than dividends solely on the Series A Preferred Stock and the redemption of the Series A Preferred Stock);
- (iv) acquisitions by the Corporation or any Subsidiary, or joint ventures in excess of \$ 1,000,000 in any 12-month period;
- (v) entering into any material credit facilities or issuing any debt in excess of \$150,000;
- (vi) an initial Public Offering of securities by the Corporation or its Subsidiaries, other than a firm commitment underwritten Public Offering of shares of Common Stock of the Corporation, on a nationally-recognized securities exchange or NASDAQ, pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation which results in aggregate net proceeds to the Corporation from the offering of not less than Twenty-Five Million Dollars (\$25,000,000) (a "**Qualified Public Offering**");
- (vii) creation or issuance of any class or series of shares (or reclassification of existing shares) having rights on parity with or senior to the Series A Preferred Stock;
- (viii) issuance of any bonds, notes or other obligations convertible into, exchangeable for, or having option rights to purchase shares of stock having rights on a parity with or senior to the Series A Preferred Stock;
- (ix) increase or decrease in the number of authorized shares of Common Stock or Preferred Stock or increase in the number of shares reserved under the Corporation's incentive stock option plans;
- (x) declaration of bankruptcy, dissolution, voluntary liquidation or voluntarily winding up;
- (xi) entering into any contract or agreement with any stockholder or any affiliate of a stockholder if such agreement has not been approved in advance by a disinterested majority of the Board, which majority shall include the Investor Designee (as defined in Section 6.1);
- (xii) entering into any type of transaction that might result in change of ownership of the intellectual property of the Corporation or its Subsidiaries (other than ordinary course of business, non-exclusive licenses);
- (xiii) any change in the number of the Corporation's Board of Directors or of the Investor Designee, or of the directors or managers of any Subsidiary;

- (xiv) entering into, waiving or modifying any provision of the Corporation's or any Subsidiary's shareholders' agreement, registration rights agreement, operating agreement or any similar type of equity agreement; or
- (xv) hire, establish or change the compensation plan of any executive employee or contractor earning in excess of \$150,000 per annum, or issue new options or shares to any member of the senior executive management team (other than pursuant to the terms of an Approved Equity Incentive Plan, as provided in Section 5.4.5(d)(v) if such action has not been approved in advance by the Preferred Majority (which, for the purposes of this Section 5.4.4, shall include approval by the Investor Designee to the Board); or
- (xvi) formation of any Subsidiaries by the Corporation or any of its Subsidiaries.

5.4.5 Conversion

(a) Automatic Conversion.

(i) All outstanding shares of Series A Preferred Stock shall be converted automatically and without the need for any action by the holders thereof, at the Series A Conversion Ratio set forth below, plus the amount of any declared and unpaid dividends thereon, into fully paid and non-assessable shares of Common Stock (1) immediately upon and simultaneously with the closing of a Qualified Public Offering (as defined in Section 5.4.4(b)(vi)) or (2) upon the closing of a Change in Control Transaction (as defined in Section 5.4.3(b)) which either (a) has been approved by the Board of Directors of the Corporation, which shall include the approval of the Investor Designee, or (b) is a transaction in which the holders of the Series A Preferred Stock receive proceeds a minimum of five (5) times the amount of their purchase price paid for their Series A Preferred Stock pursuant to the Securities Purchase Agreement, plus the amount of any declared and unpaid dividends thereon (an "**Authorized Sale**"). If less than all of the shares of stock or assets of the Company are sold in Change in Control Transaction, then the shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, pro-rata based upon the portion of such stock or assets of the Company sold in such transaction.

(ii) All holders of record of shares of Series A Preferred Stock will be given written notice of the date of any automatic conversion referenced in this Section 5.4.5(a). That notice will be sent by mail, U.S. first class certified mail or overnight courier, postage prepaid, along with a copy by electronic mail, to each record holder of Series A Preferred Stock at each holder's address appearing on the stock register. Promptly after receiving the notice, each holder of shares of Series A Preferred Stock shall surrender the holder's certificate or certificates for all affected shares to the Corporation at the place designated in the notice, and thereafter shall receive certificates for the number of shares of Common Stock or other securities to which the holder is entitled. Upon the date of any automatic conversion, all rights with respect to the converted shares of the Series A Preferred Stock will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock or other securities into which their Series A Preferred Stock have been converted. From and after the date of the automatic conversion, all certificates

evidencing shares of Series A Preferred Stock automatically converted in accordance with these provisions shall be deemed to have been retired and canceled and the shares of Series A Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such holder's certificates. As soon as practicable after the date of any automatic conversion and the surrender of the certificate or certificates for Series A Preferred Stock as aforesaid, the Corporation shall cause to be issued and delivered to the holder, or to the holder's written order, a certificate or certificates for the number of full shares of Common Stock or other securities issuable on the conversion in accordance with the provisions hereof. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall round each fractional share to the nearest whole share.

(b) Conversion Ratio. Subject to adjustment in the event of certain capital transactions including, without limitation, stock splits, combinations, stock dividends, recapitalizations, reorganizations or reclassifications in accordance with Sections 5.4.5(c) and (d), each share of Series A Preferred Stock may be converted into that number of shares of Common Stock at an initial conversion ratio (the "**Series A Conversion Ratio**") equal to (i) \$135, divided by, (ii) the conversion price for the Series A Preferred Stock (the "**Series A Conversion Price**"), which shall initially be equal to \$1.35. The Series A Conversion Price shall be adjusted from time to time pursuant to the provisions of Sections 5.4.5(c) and (d), and all references to the Series A Conversion Price herein, shall mean the Series A Conversion Price, as last adjusted and in effect on the date any shares of Series A Preferred Stock are surrendered for conversion.

(c) Adjustments of Series A Conversion Price for Stock Dividends, Stock Splits, Contributions, Recapitalizations, Reorganizations or Reclassifications. The Series A Conversion Price at which the Series A Preferred Stock may or shall be converted into Common Stock shall be subject to adjustment from time to time in certain cases as follows:

(i) In case the Corporation shall (A) pay a dividend on its Common Stock in shares of its capital stock, (B) subdivide its outstanding Common Stock, combine its outstanding Common Stock into a smaller number of shares, or issue in any recapitalization, reorganization or reclassification of its Common Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing corporation) any shares of its capital stock, the Series A Conversion Price in effect immediately prior thereto shall be adjusted proportionately so that the holder of any Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number and kind of shares of capital stock of the Corporation which such holder would have owed or have been entitled to receive after the happening of such event, had such Series A Preferred Stock been converted immediately prior to the happening of such event. Such adjustment shall be made whenever any of such events shall occur. An adjustment made pursuant to this paragraph (i) shall become effective, retroactively to the record date, immediately after the payment date in the case of a stock dividend and shall become effective immediately after the effective date in the case of a subdivision, combination, recapitalization, reorganization, or reclassification.

(ii) In the event that, at any time, as a result of an adjustment made pursuant to paragraph (i) above, the holder of any Series A Preferred Stock thereafter surrendered for conversion shall become entitled to receive any shares of capital stock of the Corporation other than its Common Stock, thereafter the number of such other shares so receivable upon conversion shall be subject to adjustment from

time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in paragraph (i) above.

(iii) Whenever the amount of Common Stock or other securities deliverable upon the conversion of the Series A Preferred Stock shall be adjusted pursuant to the provisions hereof, the Corporation shall forthwith file, at its principal office and with any transfer agent or agents for the Series A Preferred Stock and for Common Stock, and with any stock exchange on which such Series A Preferred Stock or Common Stock may be listed, a statement, signed by its President or one of its Vice Presidents or its Secretary or Treasurer, stating the adjusted number of its Common Stock or other securities deliverable per share of Series A Preferred Stock, upon conversion thereof calculated to the nearest share and setting forth in reasonable detail the method of calculation and the facts requiring such adjustment and upon which such calculation is based, and shall give notice thereof by U.S. first class certified mail or overnight courier, postage prepaid, to the holders of record of the Series A Preferred Stock, as applicable, together with a copy by electronic mail. Each adjustment shall remain in effect until a subsequent adjustment hereunder is required.

(iv) At all times, the Corporation shall reserve and keep available unto its authorized but unissued Common Stock the full number of shares of Common Stock deliverable upon the conversion of all the then-outstanding Series A Preferred Stock and shall take all such action and obtain all such permits or orders as may be necessary to enable the Corporation lawfully to issue such Common Stock upon the conversion of such Series A Preferred Stock.

(v) No fractional shares of Common Stock shall be issued upon a conversion of the Series A Preferred Stock. If any fractional interest in a Common Stock share would be deliverable upon the conversion of any Preferred Stock, the Corporation shall round such fractional interest to the nearest whole share, in lieu of delivering the fractional share therefor.

(d) Adjustment of Series A Conversion Price for Sale or Issuance of Series A Dilutive Securities.

(i) If and whenever after the original date of issuance of the Series A Preferred Stock, the Corporation issues or sells, or in accordance with Section 5.4.5(d)(vi) is deemed to have issued or sold, any Series A Dilutive Securities (as defined herein) without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to such time, then immediately upon such issue or sale or deemed issue or sale, the Series A Conversion Price shall be adjusted to a price determined by multiplying the Series A Conversion Price by a fraction, (A) the numerator of which shall be the number of shares of As-Converted Common Stock (as hereinafter defined), outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance of Series A Dilutive Securities would purchase at such Series A Conversion Price in effect immediately prior to such issuance, and (B) the denominator of which shall be the number of shares of As-Converted Common Stock outstanding immediately prior to such issuance plus the number of shares of such Series A Dilutive Securities.

The term "**As-Converted Common Stock**" shall mean the number of shares of Common Stock outstanding, plus the number of shares of Common Stock issuable upon the conversion of the Series A Preferred Stock, at the applicable Series A

Conversion Ratio determined immediately prior to that issuance.

(ii) No adjustment of any applicable Series A Conversion Price shall be made in an amount less than \$0.01 per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be taken into account in any subsequent adjustment. No adjustment of the Series A Conversion Price pursuant to this Section 5.4.5(d) shall have the effect of increasing the Series A Conversion Price above the Series A Conversion Price in effect immediately prior to such adjustment.

(iii) In the case of the issuance of Series A Dilutive Securities for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(iv) In the case of the issuance of the Series A Dilutive Securities for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined, irrespective of any accounting treatment, by the Board (including approval by the Investor Designee to the Board).

(v) **"Series A Dilutive Securities"** shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 5.4.5(d)(vi)(A) and (B)) by the Corporation after the date of the issuance of securities pursuant to the Securities Purchase Agreement dated September 22, 2010 between the Corporation and the purchaser of the Corporation's securities named therein (the "Securities Purchase Agreement") other than: (1) the issuance of Common Stock or other securities upon conversion of any shares of Series A Preferred Stock, or as a dividend or distribution paid on the Series A Preferred Stock; (2) the issuance of securities in a Qualified Public Offering; (3) the issuance of Common Stock pursuant to the warrants issued and outstanding on the date of the initial closing issued to the Purchaser under the Securities Purchase Agreement or any other warrants issuable to the holders of the Preferred Stock (or their affiliates) pursuant to the terms thereof ("**Warrants**"); (4) any subdivisions or combination affecting the Common Stock or the issuance of shares of any Common Stock pursuant to a stock dividend or other distribution on Common Stock where appropriate adjustment has already been made in accordance with Section 5.4.5(c)(i), as applicable; (5) any grant or issuance as to which a Preferred Majority has waived the Adjustment provisions and effects of this Section 5.4.5(d)(v); and (6) options granted and shares issued at or above the fair market value thereof pursuant to the terms of an equity incentive plan to be funded solely by shares of the Corporation contributed by Anastasia Dedis or other Founders (as defined in the Securities Purchase Agreement) of the Corporation and approved by the Board of Directors (an "**Approved Equity Incentive Plan**") (each of the foregoing matters described in Section 5.4.5(d)(1)-(6) herein referred to as a "**Series A Non-Dilutive Event**").

(vi) In the case of the issuance of options (other than options granted pursuant to an Approved Equity Incentive Plan) to purchase or rights to subscribe for Series A Dilutive Securities (for purposes of this Section 5.4.5 only, "**Options**"), securities (other than the Preferred Stock), by their terms convertible into or exchangeable for Series A Dilutive Securities (for purposes of this Section 5.4.5 only, "**Convertible Securities**") or Options to purchase or rights to subscribe for such Convertible Securities, the following provisions shall apply for all purposes of Section 5.4.5(c) and Section 5.4.5(d):

(A) The aggregate maximum number of shares of Series A Dilutive Securities deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such Options shall be deemed to have been issued at the time such Options were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 5.4.5(d)(iii) and (d)(iv), if any, received by the Corporation upon the issuance of such Options plus the minimum exercise price provided in such Options (without taking into account potential antidilution adjustments) for the Series A Dilutive Securities covered thereby.

(B) The aggregate maximum number of shares of Series A Dilutive Securities deliverable upon conversion of or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) any such Convertible Securities, or upon the exercise of Options for such Convertible Securities and subsequent conversion or exchange thereof, shall be deemed to have been issued at the time such Convertible Securities were issued or such Options were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such Convertible Securities and related Options (excluding any cash received on account of accrued interest or accrued dividends), plus, the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such Convertible Securities or the exercise of any related Options (the consideration in each case to be determined in the manner provided in Sections 5.4.5(d)(iii) and (d)(iv)).

(C) In the event of any change in the number of shares of Series A Dilutive Securities deliverable or in the consideration payable to the Corporation upon exercise of such Options or upon conversion of or in exchange for such Convertible Securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series A Conversion Price, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such Options or the conversion or exchange of such Convertible Securities.

(D) Upon the expiration of any such Options, the termination of any such rights to convert or exchange or the expiration of any Options related to such Convertible Securities, the Series A Conversion Price, to the extent in any way affected by or computed using such Options or Convertible Securities or Options related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Series A Dilutive Securities (and Convertible Securities which remain in effect) actually issued upon the exercise of such Options, upon the conversion or exchange of such securities or upon the exercise of the Options related to such securities.

(E) The number of shares of Series A Dilutive Securities deemed issued and the consideration deemed paid therefor pursuant to

Sections 5.4.5(d)(vi)(A) and (B) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Sections 5.4.5(d)(vi)(C) or (D).

(F) In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option shall be deemed to have been issued for a consideration of \$0.01.

(G) The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock.

(vii) In the event of any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase, or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this Corporation shall send via U.S. first class certified mail or overnight courier, postage prepaid to each holder of Series A Preferred Stock, along with a copy by electronic mail, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(viii) At all times, this Corporation shall reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the 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 A Preferred Stock, in addition to such other remedies as shall be available to the holder of such Series A Preferred Stock, this 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, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these Articles of Incorporation or any Certificate of Designation.

(ix) Any notice required by the provisions of these Articles to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, certified mail postage prepaid, or overnight mail, and addressed to each holder of record at his address appearing on the books of this Corporation. A copy of any notice sent by the Company hereunder must also be sent by electronic mail.

(x) Whenever the Series A Conversion Price shall be adjusted in the manner provided in Sections 5.4.5(c) or (d), the Corporation shall make available for inspection during regular business hours, at its principal executive offices or at such other place as may be designated by the Corporation, a statement, signed by its chief executive officer, showing in detail the facts requiring such adjustment, the adjusted Series A Conversion Price and the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock following such adjustment, and showing how such

amounts were calculated. The Corporation shall also cause a copy of such statement to be sent by U.S. first class certified mail, return receipt requested, or overnight courier, postage prepaid, to each Series A Preferred Stockholder affected by the adjustment at such holder's address appearing on the Corporation's records. Where appropriate, such copy may be given in advance and may be included as part of any such notice required to be mailed hereunder. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Series A Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon conversion of shares of Series A Preferred Stock.

(xi) After receipt of such certificate, the holders of the Series A Preferred Stock shall have 30 days to dispute any such adjustment by delivery of a notice of such dispute in writing to the Corporation from the Preferred Majority. Further, in the event the holders obtain knowledge of the issuance of any Series A Dilutive Securities or other events which would cause an adjustment in the Series A Conversion Price, the Series A Preferred Stockholders may also provide written notice thereof to the Corporation. Within five (5) business days of receiving such notice, the Corporation shall take all actions necessary to effectuate such required adjustments in accordance with the terms hereof. In the event that the holders dispute any such adjustment and thereafter the holders and the Corporation cannot mutually agree on such adjustment, then such adjustment shall be determined by an independent appraisal firm or an arbitrator paid for and selected by the Corporation with the consent of the holders of the Preferred Majority within thirty (30) days' of notice from the holders. In the event the Corporation fails to effectuate such adjustments within the time required and the holders of the Series A Preferred Stock are required to undertake legal action in order to enforce their rights hereunder, and are the prevailing party in any such action, then the Series A Preferred Stockholders will be entitled to recover their expenses from the Corporation (including reasonable attorneys' fees, whether such fees are incurred out of court, at trial or on appeal) incurred by them in connection therewith.

(xii) No adjustment of the Series A Conversion Price shall be made as a result of the issuance or deemed issuance of any Series A Dilutive Securities if the Corporation receives written notice from the holders of a Preferred Majority agreeing that no such adjustment shall be made as the result of such issuance or deemed issuance.

(e) Non-Impairment. The Corporation shall 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, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5.4.5 and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Series A Preferred Stockholders against impairment.

5.5 Reissuance of Preferred Stock.

No shares of Preferred Stock redeemed, purchased, or acquired by the Corporation or converted into Common Stock shall be reissued, and all such shares shall be canceled and eliminated from the shares the Corporation shall be authorized to issue.

5.6 Ranking of Series A Preferred Stock.

The Series A Preferred Stock shall rank senior in right as to dividends and upon liquidation, dissolution or winding up to the Common Stock. The Corporation may not issue any additional capital stock or equity securities ranked equal to or ahead of the Series A Preferred Stock without the prior written consent of the Preferred Majority.

5.7 Events of Noncompliance.

An "**Event of Noncompliance**" will be deemed to have occurred if any of the following actions occur and remain uncured after five (5) days following written notice to, or discovery by/the Corporation:

- (i) acceleration of any indebtedness of the Corporation or any Subsidiary in excess of One Million Dollars (\$1,000,000);
- (ii) any material misrepresentation by the Corporation of any representations or warranties contained in the Securities Purchase Agreement that results in a Material Adverse Change pursuant thereto to the Corporation or its shareholders; or
- (iii) the Corporation's material violation of any of the Protective Provisions contained in Section 5.4.4(b) of these Articles of Incorporation.

Upon the occurrence of an Event of Noncompliance, the Preferred Majority shall have the right to elect such number of additional members of the Corporation's Board of Directors to cause the holders of the Preferred Stock to have the right to designate a majority of the members of the Corporation's Board of Directors. The Corporation shall take all actions necessary to effectuate the terms and provisions of this Section 5.7, including entering into and performing its obligations under the Stockholders' Agreement relating to the election of directors or otherwise. The special and exclusive rights of the holders of the Series A Preferred Stock contained in this Section 5.7 may be exercised either at a special meeting of the Preferred Stockholders called as required by the Florida Business Corporation Act or set forth herein, or at any annual or special meeting of the shareholders of the Corporation, or by written consent of the Series A Preferred Stock holders in lieu of a meeting. The right to elect a majority of the Corporation's Board of Directors pursuant to the preceding sentence shall cease upon the earlier of (a) the conversion of all outstanding shares of Series A Preferred Stock into Common Stock pursuant to Section 5.4.5 of these Articles of Incorporation; (b) the redemption in full of all outstanding shares of Preferred Stock; (c) 30 days following the Corporation's cure of the facts and circumstances resulting in the Event of Noncompliance; or (d) the waiver of the Event of Noncompliance by the Preferred Majority. Upon any such cessation, the Board shall revert to its prior composition without any further action on the part of any person.

Article 6 BOARD OF DIRECTORS.

6.1 Number; Election.

The number of directors of the Corporation shall consist of three (3) members. One (1) of the members shall be appointed by the holders of the Preferred Majority (the "**Investor Designee**"). Unless and except to the extent that the bylaws of the Corporation shall otherwise require, the election of directors of the Corporation need not be by written ballot. Except as otherwise provided in these Articles of Incorporation, each director of the Corporation shall be entitled to one vote per director on all matters voted or acted upon by the Board of Directors.

6.2 Management of Business and Affairs of the Corporation.

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

6.3 Limitation of Liability.

No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 607.0834 of the Florida Business Corporation Act; or (d) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Section 6.3 shall be prospective only and shall not adversely affect any right or protection of, or any limitation of the liability of, a director of the Corporation existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal or modification.

6.4 Indemnification of Directors, Officers and Agents.

To the fullest extent permitted by applicable law, the Corporation shall provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Florida Business Corporation Act permits the Corporation to provide indemnification). Any amendment, repeal or modification of the foregoing provisions of this Article 6 shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

6.5 Renouncement of Excluded Opportunities.

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity (as hereinafter defined). An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession- of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

Article 7 AMENDMENT OF BYLAWS.

In furtherance and not in limitation of the powers conferred by the Florida Business Corporation Act, the Board of Directors of the Corporation is expressly authorized and empowered to adopt, amend and repeal the bylaws of the Corporation, subject to the prior written consent of the Preferred Majority.

Article 8 RESERVATION OF RIGHT TO AMEND ARTICLES OF INCORPORATION.

The Corporation reserves the right at any time, and from time to time, but only as

is or shall be consistent with the laws of the State of Florida and the provisions of these Articles of Incorporation, to amend, alter, change, or repeal any provision contained in these Articles of Incorporation, and other provisions authorized by the laws of the State of Florida at the time in force may be added or inserted, in the manner now or hereafter prescribed by law, subject to the prior written consent of the Preferred Majority; and all rights, preferences, and privileges of any nature conferred upon shareholders, directors, or any other persons by and pursuant to these Articles of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article 8.

The foregoing amendment and restatement was approved and adopted by the sole member of the Corporation's Board of Directors without shareholder action, pursuant to Section 607.1005 of the Florida Business Corporation Act

That said amendment and restatement was duly adopted in accordance with the provisions of 607.1007 of the Florida Business Corporation Act.

Article 9 INCORPORATOR

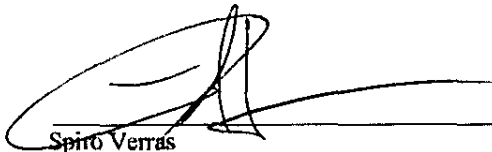
The name and address of the incorporator of the Corporation is Richard B. Hadlow.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, these Second Amended and Restated Articles of Incorporation have been executed by the Chief Executive Officer and the Secretary of this Corporation on this 2nd day of March, 2011.



Anastasia Dedis
Chief Executive Officer and Director



Spiro Verras
Secretary