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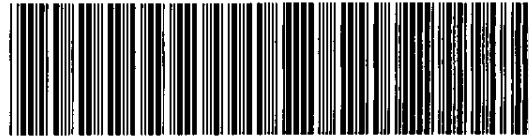
(Business Entity Name)

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*Amended and  
restated Art*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JAN 26 2012

T. ROBERTS



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 14, 2011

ROBERT L. SHEARIN  
SHEARIN & KAHN, LLC  
1489 WEST PALMETTO PARK RD, STE 425  
BOCA RATON, FL 33486

SUBJECT: VENNGOGH, INC.  
Ref. Number: P11000074153

We have received your document for VENNGOGH, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

The amendment must be adopted in one of the following manners:

**(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.**

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

**(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.**

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

If the corporation is a **PROFIT** corporation it must be signed by a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.

If the corporation is a **NOT FOR PROFIT** corporation it must be signed by the chairman or vice chairman of the board, president or other officer - if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.

Please return your document, along with a copy of this letter, within 60 days or

your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call  
(850) 245-6892.

Tina Roberts  
Regulatory Specialist II

Letter Number: 411A00025664

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TALLAHASSEE, FLORIDA

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: VENNGOGH, INC.

DOCUMENT NUMBER: P 11 00 00 741 53

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert L. Shearin

Name of Contact Person

Shearin & Kahn, LLC

Firm/ Company

1489 West Palmetto Park Road, Suite 425

Address

Boca Raton, FL 33486

City/ State and Zip Code

rlshearin1@yahoo.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert L. Shearin

Name of Contact Person

at ( 561 ) 807-1830

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
VENNGOGH, INC.**

The undersigned incorporator, for the purpose of forming a Corporation under the provisions of Chapter 607 of the Florida Statutes does hereby adopt the following Amended Articles of Incorporation:

**ARTICLE I**

The name of the Corporation is:

**VENNGOGH, INC.**

**ARTICLE II**

The address of the principal office of this Corporation is 433 Plaza Real, Suite 275, Boca Raton, Florida 33432, and the mailing address is the same.

**ARTICLE III**

The purpose of this Corporation is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE IV**

**4.1. Common Stock and Preferred Stock**

The aggregate number of shares which the Corporation shall have the authority to issue is fifty million (50,000,000) shares, comprising (i) forty million (40,000,000) shares of common stock, par value \$0.001 per share ("Common Stock"), and (ii) ten million (10,000,000) shares of preferred stock, par value \$0.001 per share ("Preferred Stock").

Except as otherwise provided herein or as otherwise required by applicable law, each holder of Common Stock shall have one vote in respect of each share of Common Stock held of record on the books of the Corporation on all matters submitted to a vote for shareholders of the Corporation. Holders of Common Stock are not entitled to cumulate votes in the election of any directors.

Preferred Stock may be designated and issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the designation and issuance of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Authority is hereby expressly granted to the Board of Directors of the Corporation from time to time to designate and issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the designation and issuance of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations and

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restrictions thereof, including, without limitation, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the Act. Without limiting the generality of the foregoing, except as otherwise provided herein or as otherwise required by applicable law, the resolutions providing for the designation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by the Act. Except as otherwise provided herein or as otherwise required by applicable law, no vote of the holders of Preferred Stock or Common Stock shall be required for the designation and issuance of any shares of any series of Preferred Stock authorized by and complying with the conditions of these Articles of Incorporation.

#### **4.2. Series A Cumulative Convertible Preferred Stock.**

(a) Designation. Six Hundred Thousand (600,000) shares of the authorized and unissued Preferred Stock are hereby designated "Series A Cumulative Convertible Preferred Stock" ("Series A Preferred"). The rights, preferences, powers, privileges, restrictions, qualifications, and limitations granted to or imposed upon the shares of Series A Preferred shall be as set forth in this Section 4.2.

(b) Definitions. Capitalized terms used but not defined in this Section 4.2 shall have the respective meanings ascribed thereto elsewhere in these Articles of Incorporation. For purposes of the provisions set forth in this Section 4.2:

(i) "Affiliate" as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such latter Person possesses, directly or indirectly, power to vote 30% or more of the securities having ordinary voting power for the election of directors of such former Person.

(ii) "Board of Directors" means the Board of Directors of the Corporation.

(iii) "Beneficial Ownership" means, with respect to a specified Person, the ownership of Capital Stock as determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, as amended, as such Rule is in effect and amended from time to time. "Beneficially Own" and "Beneficial Owner" shall each also have the correlative meaning.

(iv) "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of Florida are authorized or obligated by law or executive order to close.

(v) "Capital Stock" means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interest in (however designated)

capital stock of the Corporation, including, without limitation, Common Stock and Preferred Stock.

(vi) “Change of Control” means any sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances, of the Capital Stock by the Corporation, in which the holders of the Capital Stock immediately prior to any such sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances, no longer hold as of record or retain Beneficial Ownership of in excess of 50% of the outstanding Capital Stock immediately after any such sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances.

(vii) “Conversion Amount” shall have the meaning set forth in Section 4.2(g)(i).

(viii) “Conversion Date” shall have the meaning set forth in Section 4.2(g)(iii)(1).

(ix) “Conversion Notice” shall have the meaning set forth in Section 4.2(g)(iii)(1).

(x) “Conversion Price” means the Purchase Price, subject to adjustment as provided in Section 4.2(g)(v).

(xi) “Fair Market Value” means, with respect to any asset or property, the price which would be negotiated in an arm’s length transaction, for cash, between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. Fair Market Value shall be determined (A) by the legally adopted vote or consent of the Board of Directors and set forth in duly adopted resolutions of the Board of Directors, or (B) if the Board of Directors is unable or unwilling to determine such value within a period of thirty (30) days immediately following the date on which the Board of Directors is presented with all of the material terms of the relevant transaction, the Fair Market Value shall be determined by an Independent Financial Advisor at the expense of the Corporation.

(xii) “Guarantee” means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness. The term “guarantee” used as a verb has a corresponding meaning.

(xiii) “Holder” means a holder of shares of Series A Preferred, as reflected in the register maintained by the Corporation or the transfer agent for the Series A Preferred.

(xiv) “Indebtedness” means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof); or

(3) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable.

In addition, the term "Indebtedness" includes (A) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person); provided that the amount of such Indebtedness will be the lesser of (x) the Fair Market Value of such asset at such date of determination and (y) the amount of such Indebtedness, and (B) to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date will be: (i) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

(xv) "Independent," as applied to a Person, means that such Person is in fact deemed independent because such Person (i) does not have any direct material financial interest or any indirect material financial interest in the Corporation or any of its Subsidiaries, or in any Affiliate of the Corporation or any of its Subsidiaries (other than as a result being the Beneficial Owner of less than five percent (5%) of the outstanding Capital Stock or the capital stock, or equivalent equity interests, of any such Subsidiary or Affiliate) and (iii) is not an officer, employee, promoter, trustee, partner, director of, or a Person performing similar functions for, the Corporation or any of its Subsidiaries or any Affiliate of the Corporation or any of its Subsidiaries.

(xvi) "Independent Financial Advisor" means a reputable accounting, appraisal or investment banking firm that is, in the reasonable judgment of the Board of Directors, qualified to perform the task for which such firm has been engaged as contemplated hereunder, nationally recognized, Independent and disinterested as to the disposition of the subject task.

(xvii) "Issue Date" means the first date on which shares of Series A Preferred are issued.

(xviii) "Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

(xix) "Liquidation Event" means (A) the closing of the sale, transfer, license or other disposition of all or substantially all of the Corporation's assets, (B) the consummation of a merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of Capital Stock immediately prior to consummation of such merger or consolidation continue to Beneficially Own immediately thereafter at least 50% of the



voting power of the Capital Stock or the capital stock, or equivalent equity interests, of the surviving or acquiring entity), (C) the acquisition of Beneficial Ownership, in one transaction or a series of related transactions occurring after the Issue Date, by a Person (other than an underwriter of the Corporation's securities or any Holder (including any Affiliate thereof)) or group of Persons acting in concert, of 50% or more of the outstanding Capital Stock entitled to vote generally in the election of directors of the Corporation, (D) a Change of Control or (E) a liquidation, dissolution or winding up of the affairs of the Corporation. For purposes of this definition, the sale or conveyance (by lease, assignment, transfer or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Subsidiaries of the Corporation, the capital stock of which constitutes all or substantially all of the Corporation's assets, shall be deemed to be the transfer of all or substantially all of the assets of the Corporation.

(xx) "Junior Securities" shall have the meaning set forth in Section 4.2(c).

(xxi) "Organic Change" shall have the meaning set forth in Section 4.2(g)(v)(4).

(xxii) "Parity Securities" shall have the meaning set forth in Section 4.2(c).

(xxiii) "Person" means any individual, firm, joint venture, corporation, partnership, association, limited liability company or other entity, and shall include any successor (by merger or otherwise) of such entity.

(xxiv) "Purchase Price" means the purchase price of Series A Preferred from the Corporation.

(xxv) "Qualified IPO" means a firmly underwritten public offering of Common Stock at a per share purchase price of not less than \$ 30 million (as adjusted for stock splits, stock dividends and similar transactions) which provides proceeds of not less than \$ 25 million before the deduction of underwriters' commissions and expenses.

(xxvi) "Senior Securities" shall have the meaning set forth in Section 4.2(c).

(xxvii) "Series A Preferred" shall have the meaning set forth in Section 4.2(a).

(xxviii) "Shareholders Agreement" means that certain Shareholders Agreement, dated as of the Issue Date, by and among the Corporation and the shareholders party thereto.

(xxix) "Stated Value" means the Purchase Price per share of Series A Preferred.

(xxx) "Subsidiary" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (ii) a majority of the general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

(c) Rank. The Series A Preferred, with respect to dividend distributions, distributions upon liquidation, winding up and/or dissolution of the Corporation, shall rank: (i) senior to all classes of Common Stock and to each other class of Capital Stock existing (other than with respect to dividend distributions) or hereafter created that are not Senior Securities or Parity Securities (collectively, "Junior Securities"); (ii) on a parity with any class of Capital Stock (other than any Common Stock) hereafter created, the terms of which expressly provide that such class or series will rank on a parity with the Series A Preferred as to voting, redemption, dividend distributions and/or distributions upon liquidation, winding-up or dissolution (collectively, "Parity Securities"); and (iii) junior to each other class of Capital Stock (other than any Common Stock) hereafter created, the terms of which expressly provide that such class or series will rank senior to the Series A Preferred as to voting, redemption, dividend distributions and/or distributions upon liquidation, winding-up or dissolution of the Corporation (collectively, "Senior Securities").

(d) Dividends.

(i) Payment of Dividends. From the Issue Date, Holders shall be entitled to receive, together with holders of the Common Stock, when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends on each share of Series A Preferred. All dividends paid with respect to shares of the Series A Preferred pursuant to this Section 4.2(d)(i) shall be paid pro rata to the Holders and holders of Common Stock entitled thereto, except as set forth in Section 4.2(e).

(ii) Unavailability of Funds. In the event that the Corporation shall not have funds legally available for, or is otherwise prohibited by the Act or any other applicable law from, paying any amounts under Section 4.2(d)(i), the obligation to pay such amounts shall be carried forward and fulfilled when such funds are legally available and the Corporation is permitted to do so under the Act or any other applicable law.

(iii) Payment to Holders of Record. Each dividend payable to Holders of Series A Preferred shall be paid to the Holders of record as they appear on the stock books of the Corporation on the applicable record date therefor.

(iv) Limitation on Dividends on Other Capital Stock.

(1) So long as any share of Series A Preferred Stock is outstanding, the Board of Directors shall not declare, pay or set apart for payment any dividend on any Parity Securities, unless full dividends declared on the Series A Preferred for all periods terminating on or prior to the date of payment of any such dividend on such Parity Securities either (i) have been paid or (ii) are contemporaneously declared and paid in full or declared and a sum in cash set apart sufficient for such payment. So long as any share of the Series A Preferred is outstanding, the Corporation shall not (except with respect to dividends as permitted by the immediately

preceding sentence) make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any Parity Securities, whether in cash, obligations or shares of Capital Stock or other property, and shall not permit any Affiliate of the Corporation (other than any Holder or Affiliate thereof (but not including the Corporation or any Subsidiary thereof) to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options.

(2) So long as any share of the Series A Preferred Stock is outstanding, the Board of Directors shall not declare, pay or set apart for payment any dividend on any Junior Securities, or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities, whether in cash, obligations or shares of Capital Stock or other property, and shall not permit any Affiliate of the Corporation (other than any Holder or Affiliate thereof (but not including the Corporation or any Subsidiary thereof) to purchase or redeem any of the Junior Securities or any such warrants, rights, calls or options unless full accrued dividends determined in accordance herewith on the Series A Preferred have been paid in full for all periods ended prior to the date of such payment.

(v) Method of Calculation. Dividends declared on the Series A Preferred Stock shall accrue on the basis of a 360-day year and the actual number of days elapsed.

(e) Liquidation Preference.

(i) Upon the occurrence of a Liquidation Event, Holders shall be entitled to be paid (provided that such cash payment is not then prohibited under the Act, or other applicable law) out of the assets of the Corporation available for distribution to its shareholders for each share of Series A Preferred, an amount in cash equal to the greater of (A) the Stated Value, plus all accrued and unpaid dividends on such share of Series A Preferred to, but not including, the date of the Liquidation Event or (B) the amount for each share of Series A Preferred the Holders would be entitled to receive pursuant to the Liquidation Event if all of the shares of Series A Preferred had been converted into Common Stock as of the date immediately prior to the date fixed for determination of shareholders entitled to receive a distribution in such Liquidation Event, in each case before any cash distribution shall be made or any other assets distributed in respect of Junior Securities to the holders of any Junior Securities.

(ii) If upon any Liquidation Event, the amounts payable in respect of the Series A Preferred under clause (A) of Section 4.2(e)(i) above are not paid in full, Holders and the holders of Parity Securities will share equally and ratably in any distribution of assets of the Corporation in proportion to the full amount to which each is entitled upon a Liquidation Event.

(f) Redemption. The Corporation shall not have the right pursuant to this Section 4.2 to redeem any shares of Series A Preferred nor shall any Holder have the right pursuant to this Section 4.2 to cause or require the Corporation to redeem any shares of Series A Preferred.

(g) Conversion Rights; Mechanics; Status of Converted Stock; Adjustments.

(i) Optional Conversion. A Holder of any share of Series A Preferred may at any time and from time to time convert such share into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (A) an amount equal to the Stated Value plus all accrued and unpaid dividends on such share of Series A Preferred to, but not including, the date of conversion (the "Conversion Amount") by (B) the Conversion Price then in effect.

(ii) Automatic Conversion. Each outstanding share of Series A Preferred shall be automatically and without any action by any Holder converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Conversion Amount by the Conversion Price then in effect upon the earlier to occur of (i) Holders of at least 51% of the outstanding Series A Preferred consenting to such conversion or (ii) the consummation of a Qualified IPO.

(iii) Mechanics of Conversion.

(1) A Holder who desires to convert any shares of Series A Preferred pursuant to Section 4.2(g)(i) shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Series A Preferred, and shall give written notice to the Corporation at such office that such Holder elects to convert the same (each such notice, a "Conversion Notice"). Each Conversion Notice shall contain the following: (i) the date on which the conversion is to be effected if such date is to be any date after the Corporation's receipt of the Conversion Notice (such date, as applicable, the "Conversion Date"); (ii) the number of shares of Series A Preferred then owned by the Holder delivering such Conversion Notice; (iii) the number of shares of Series A Preferred to be converted; (iv) the Conversion Price then in effect; (v) the number of shares of Common Stock to be issued to such Holder pursuant to such conversion; and (vi) the address to which the Corporation shall deliver one or more certificates evidencing the Common Stock issuable upon such conversion. Following receipt of such Conversion Notice, the Corporation shall promptly issue and deliver to such Holder, in accordance with such Conversion Notice, (x) one or more certificates evidencing the Common Stock issuable upon such conversion, together with an amount in cash equal to the Fair Market Value of any fractional share of Common Stock otherwise issuable to such Holder upon such conversion, and (y) one or more certificates evidencing any shares of Series A Preferred that such Holder delivered to the Corporation but were not subject of the Conversion Notice. The Person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on the Conversion Date.

(2) Upon the occurrence of either of the events specified in Section 4.2(g)(ii), the outstanding shares of Series A Preferred shall be converted automatically and without any action by any Holders and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Corporation or its transfer agent or the Holder thereof notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an affidavit satisfactory to the Corporation containing an agreement to indemnify the Corporation

(and, if applicable, its transfer agent) from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Preferred, each Holder shall surrender the certificates representing such Holder's shares at the office of the Corporation or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such Holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred, together with an amount in cash equal to the Fair Market Value of any fractional share of Common Stock otherwise issuable to such Holder upon such conversion.

(iv) Status of Converted Stock. If any shares of Series A Preferred are converted pursuant to this Section 4.2(g), then such shares of Series A Preferred so converted shall be canceled and thereupon restored to the status of authorized but unissued Preferred Stock, undesignated as to class or series.

(v) Adjustments to Conversion Price.

(1) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Issue Date effect a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series A Preferred, then the Conversion Price in effect immediately before such subdivision shall be multiplied by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such subdivision, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately following such subdivision. Conversely, if the Corporation shall at any time or from time to time after the Issue Date combine the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series A Preferred, then the Conversion Price in effect immediately before the combination shall be multiplied by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such combination, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately following of such combination. Any adjustment pursuant to this Section 4.2(g)(v)(1) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(2) Adjustment for Common Stock Dividends and Distributions. If the Corporation at any time or from time to time after the Issue Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in shares of Common Stock, then, in each such event, the Conversion Price that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issued or issuable in payment of such dividend or distribution; provided, however, that if

such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, then the Conversion Price shall be recomputed accordingly as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this Section 4.2(g)(v)(2) to reflect the actual payment of such dividend or distribution.

(3) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Issue Date the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than an acquisition or asset transfer or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 4.2(g)(v)), then in any such event each Holder shall have the right thereafter to convert such Holder's shares of Series A Preferred into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(4) Reorganizations, Mergers, Consolidations or Sales of Assets. If any capital reorganization, reclassification, recapitalization, consolidation, merger, sale of all or substantially all of the Corporation's assets or other similar transaction (any such transaction being referred to herein as an "Organic Change") shall be effected in such a way that holders of Common Stock shall be entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets in respect of or in exchange for Common Stock, then, as a condition of such Organic Change, lawful and adequate provisions shall be made whereby each Holder 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 such Holder's shares of Series A Preferred, such shares of stock, securities or assets as may be issued or payable in respect of or in exchange for the number of outstanding shares of Common Stock that would have been immediately theretofore receivable upon conversion of such Holder's shares of Series A Preferred had such Organic Change not taken place, and in any case of a reorganization or reclassification appropriate provisions shall be made with respect to the rights and interests of such Holder whereby the provisions hereof (including, without limitation, provisions for adjustments to the 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.

(5) Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price pursuant to Section 4.2(g)(v), the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each Holder at such Holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Corporation for any

issuance or deemed issuance of Common Stock or other Capital Stock, (ii) the Conversion Price at the time in effect, (iii) the number of shares of Common Stock or other Capital stock issued or deemed issued and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred.

(vi) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred by a Holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share of Common Stock, then the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's Fair Market Value on the date of conversion.

(vii) Reservation of Common Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred. 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, then the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(viii) Payment of Taxes; Opinions. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issuance and delivery of shares of Common Stock upon conversion of shares of Series A Preferred; provided, however, that if shares of Common Stock are to be issued in the name of any Person other than the Holder, then such Holder must pay all transfer taxes payable with respect thereto, and shall deliver to the Corporation or its transfer agent such certificates and opinions of counsel as may be reasonably required by the Corporation or its transfer agent, as applicable.

(ix) Closing of Books. The Corporation shall not, nor shall it permit its transfer agent to, close its transfer books against the transfer of any shares of Series A Preferred or of any shares of Common Stock issued or issuable upon the conversion of any shares of Series A Preferred in any manner that interferes with the timely conversion of such Series A Preferred, except as required to comply with applicable securities laws.

(h) Voting Rights.

(i) Except as otherwise provided in this Section 4.2 or as required by applicable law, the Series A Preferred shall vote together with the Common Stock and not as a separate class, at any annual or special meeting of shareholders of the Corporation, and may act by written consent in the same manner as the Common Stock, in either case upon the following basis: each Holder shall be entitled to such number of votes as shall be equal to the whole number of shares of Common Stock into which such Holder's aggregate number of shares of

Series A Preferred are convertible at the close of business on the record date fixed for such meeting or the effective date of such written consent.

(ii) The Holders and the holders of the Common Stock shall vote together on all matters brought before the shareholders of the Corporation, except where otherwise required by law.

(i) No Impairment. The Corporation will not, by amendment of these Articles of Incorporation, its Bylaws or other organizational documents or through any merger, consolidation, reorganization, reclassification, recapitalization, Liquidation Event, issue or sale of Capital Stock or any other voluntary action by the Corporation or any Subsidiary thereof, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed in this Section 4.2 by the Corporation but will at all times in good faith assist in the carrying out of all these provisions, and in the taking of all such action as may be necessary or appropriate in order to protect the conversion and other rights of the Holders set forth in this Section 4.2.

(j) Notice. Unless otherwise provided by applicable law, all notices, requests, demands, and other communications required or permitted in this Section 4.2 shall be in writing and shall be personally delivered, delivered by facsimile or courier service, or mailed, certified with first class postage prepaid, in the case of communications to a Holder, to such Holder's address set forth on the books of the Corporation, and, in the case of the Corporation, to the registered office of the Corporation in the State of Florida with a copy to the Chief Executive Officer of the Corporation at the same address, Attention: David Kolb. Each such notice, request, demand or other communication shall be deemed to have been given and received (whether actually received or not) on the date of actual delivery thereof, if personally delivered or delivered by facsimile transmission (if receipt is confirmed electronically at the time of such transmission), or on the third calendar day following the date of mailing, if mailed in accordance with this Section 4.2(j), or on the day specified for delivery to the courier service (if such day is one on which the courier service will give normal assurances that such specified delivery will be made). Any notice, request, demand or other communication given otherwise than in accordance with this Section 4.2(j) shall be deemed to have been given on the date actually received. Any Holder may change its address for purposes of this Section 4.2(j) by giving written notice of such change to the Corporation in the manner provided in this Section 4.2(j). Whenever any notice is required to be given by law or by this Section 4.2, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

(k) Section References. Section references in this Section 4.2 refer solely to those Sections contained in this Section 4.2.

## ARTICLE V

The names and addresses of the initial Board of Directors and Officers shall be:



ROBERT KRESSIN  
1489 West Palmetto Park Road  
Suite 425  
Boca Raton, Florida 33486

STUART RUTCHIK  
1368 Spinning Wheel Drive  
Germantown, MD 20874

ROBERT SHEARIN  
1489 West Palmetto Park Road  
Suite 425  
Boca Raton, Florida 33486

#### **ARTICLE VI**

The name and address of the incorporator is:

ROBERT SHEARIN  
1489 West Palmetto Park Road  
Suite 425  
Boca Raton, Florida 33486

#### **ARTICLE VII**

The street address of the initial registered office of this Corporation is 1489 West Palmetto Park Road, Suite 425, Boca Raton, Florida 33486 and the name of its initial Registered Agent at that address is Robert L. Shearin, Esquire.

#### **ARTICLE VIII**

The Board of Directors of this Corporation shall have the power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of this Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Directors at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

#### **ARTICLE IX**

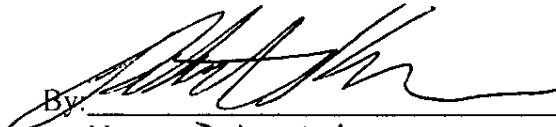
Each director or officer of the corporation shall be indemnified as of right to the fullest extent permitted by current or future legislation or by current or future judicial or administrative decisions against any fine, liability, cost, or expense, including attorneys' fees, asserted against or incurred by the director or officer. The corporation may agree to grant the same right of indemnification to other agents or employees of the corporation and to persons serving at the request of the corporation as its representative in the position of a director, officer, agent, or

employee of another enterprise. The right of indemnification shall extend to the heirs, personal representatives, and estate of each person granted the right pursuant to the preceding sentences. The right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled. The corporation may maintain insurance at its expense to protect itself and any such person against any fine, liability, cost or expense.

#### ARTICLE X

This Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provisions to these Articles of Incorporation or to any amendments hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.

**IN WITNESS WHEREOF**, the undersigned, being the Chief Executive Officer of the Company, for the purpose of forming this Corporation to do business both within and without the State of Florida, under the laws of Florida, make and file these First Amended and Restated Articles of Incorporation, declaring and certifying that the facts stated above are true, and hereunto set my hand and seal this 23<sup>rd</sup> day of January, 2012 which shall serve as the date of the adoption of this First Amended and Restated Articles of Incorporation which was adopted by the board of directors without shareholder approval which was not required.


By:   
Name: Robert Kressin  
Title: Chief Executive Office

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing document was acknowledged before me by ROBERT KRESSIN, who is personally known to me and who did take an oath.

  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
 Robert L. Shearin  
Commission # D11873750  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION**

I, Robert L. Shearin, having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
ROBERT L. SHEARIN