

P11000095884

(Requestor's Name)

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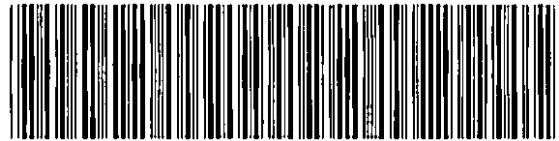
(Business Entity Name)

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2019 APR 19 AM 9:57

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R. WHITE

APR 22 2019

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Incorporating Services, Ltd.

1540 Glenway Drive
Tallahassee, FL 32301

850.656.7956

Fax: 850.656.7953

www.Incserv.com

e-mail: accounting@incserv.com



ORDER FORM

TO Florida Department of State
Division of Corporations, Clifton
Building
2661 Executive Center Circle
Tallahassee, FL 32301
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Stops
mstops@incserv.com
850.656.7953

REQUEST DATE 4/19/2019

PRIORITY Routine

OUR REF # (Order ID#) 738869

ORDER ENTITY

MAGAYA INSURANCE SERVICES, INC.

PLEASE PERFORM THE FOLLOWING SERVICES:

File the attached amendment

NOTES:

\$35.00 Authorized

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

A handwritten signature in black ink, appearing to be "MS" or similar, written over the word "Sincerely,".

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MAGAYA INSURANCE SERVICES INC.

2019 APR 19 14 9:57

Pursuant to and in accordance with the Florida Business Corporation Act (the "**FBCA**"), **MAGAYA INSURANCE SERVICES INC.**, a Florida corporation (the "**Corporation**"), hereby certifies that:

FIRST: The name of the Corporation is Magaya Insurance Services Inc.

SECOND: The Corporation was originally incorporated in the State of Florida by the filing of the Articles of Incorporation of the Corporation on November 3, 2011 with the Secretary of State of the State of Florida (as amended, restated, supplemented or otherwise modified as of the date hereof, the "**Articles of Incorporation**").

THIRD: These Amended and Restated Articles of Incorporation (as amended from time to time, the "**A&R Articles of Incorporation**") were duly adopted and approved by the requisite stockholders of the Corporation (the "**Stockholders**") and the Board of Directors of the Corporation (the "**Board**") by joint action taken by written consent, dated as of April 16, 2019, in accordance with Section 607.0704 of the FBCA, and the number of written consents received by the Stockholders for the amendment and restatement of the Articles of Incorporation were sufficient for approval by the vote required by the Stockholders and the FBCA.

FOURTH: that the Articles of Incorporation are hereby amended and restated in their entirety to read as follows:

ARTICLE I

Name

The name of this corporation is Magaya Insurance Services, Inc. (the "**Corporation**").

ARTICLE II

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 Florida Business Corporation Act (the "**FBCA**"). The Corporation shall have and may exercise any and all power which a corporation incorporated under the FBCA may have, including, without limitation, any and all power necessary or helpful to engage in such acts and activities.

ARTICLE III

Principal Office and Registered Office

The address of the principal place of business and the mailing address of the Corporation in the State of Florida is 7950 NW 53rd Street, Suite 300, Miami, Florida 33166.

The address of the registered office of the Corporation in the State of Florida is 7950 NW 53rd Street, Suite 300, Miami, Florida 33166. The registered agent of the Corporation at such address shall be Jesus D. Rodriguez.

ARTICLE IV
Authorized Shares

The Corporation is authorized to have two classes of stock, designated as "Common Stock" and "Preferred Stock". The total number of shares of Common Stock which the Corporation is authorized to issue is 44,050 shares, and the par value of each of the shares of Common Stock is \$0.01, which shall be divided into two separate series as follows: 33,030 shares of Common Stock, par value \$0.01 per share, shall be designated the "Class A Common Stock" (the "**Class A Common Stock**") and 10 shares shall be designated "Class B Common Stock" (the "**Class B Common Stock**"; and together with the Class A Common Stock, the "**Common Stock**"). The total number of shares of Preferred Stock which the Corporation is authorized to issue is 11,010 shares, and the par value of each of the shares of Preferred Stock is \$0.01 (the "**Preferred Stock**"). all of which shares of Preferred Stock, par value \$0.01 per share, shall be designated the "Series A Convertible Preferred Stock" (the "**Series A Preferred Stock**").

ARTICLE V
Rights and Preferences of Capital Stock

The following is a statement of the designations and the powers, preferences, rights, privileges and restrictions, qualifications and limitations thereof in respect of each class of capital stock of the Corporation.

A. **Common Stock**. The powers, rights, preferences, privileges and restrictions, qualifications and limitations of the Common Stock are set forth below.

Section 1. **General**. All preferences, voting powers, relative, participating, optional or other special rights or privileges, and any qualifications, limitations or other restrictions of the holders of the Common Stock (each a "**Common Holder**" and, collectively, the "**Common Holders**"), with respect to the shares of Common Stock (each a "**Common Share**" and collectively, the "**Common Shares**") held by them, are expressly subject to and qualified by those that may be fixed with respect to any shares of Preferred Stock (each a "**Preferred Share**" and collectively, the "**Preferred Shares**"). Except as provided by the terms of these A&R Articles of Incorporation, with respect to voting powers, the Class A Common Stock and the Class B Common Stock shall be identical in all respects.

Section 2. **Dividends**. Subject to the senior dividend rights of the Series A Preferred Stock as hereinafter provided in Article V, Part B, Section 2(a), dividends may be paid on the Common Stock, when, as and if declared by the Corporation's Board of Directors (the "**Board**"), out of funds of the Corporation legally available for the payment of such dividends.

Section 3. **Liquidation**. After the preferential payments to the holders of Series A Preferred Stock (each a "**Preferred A Holder**" and, collectively, the "**Preferred A Holders**") required to be made pursuant to Article V, Part B, Section 3(a)(i), the Common Holders shall be entitled to liquidation distributions, if any, pro rata with the Preferred A Holders, on an as-converted to Common Stock basis (as defined below), pursuant to Article V, Part B, Section 3(a)(ii).

Section 4. **Voting**.

(a) Except as otherwise provided in these A&R Articles of Incorporation or required by the FBCA, the holders of the Class A Common Stock (each a "**Common A Holder**" and, collectively, the "**Common A Holders**") are entitled to one vote for each share of Class A Common Stock (each a "**Common A Share**" and collectively, the "**Common A Shares**") held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

(b) Except as otherwise provided in these A&R Articles of Incorporation or required by the FBCA, the holders of the Class B Common Stock (each a "**Common B Holder**" and, collectively, the "**Common B Holders**") shall have no voting power whatsoever, and no holder of any shares of Class B Common Stock (each a "**Common B Share**" and collectively, the "**Common B Shares**") shall be entitled to vote on or otherwise participate in any proceedings in which actions shall be taken by the Corporation or the stockholders or be entitled to notification as to any meeting of the Board or the stockholders.

(c) Except as otherwise required by the FBCA, the Common Holders, as such, shall not be entitled to vote on any amendment to these A&R Articles of Incorporation that relates solely to the terms of one or more outstanding series of shares of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other series of shares of Preferred Stock, to vote thereon pursuant to these A&R Articles of Incorporation or the FBCA. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Shares that may be required by the terms of these A&R Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing at least a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, voting together as a single class, on an as-converted to Common Stock basis, irrespective of the provisions of Section 607.0725 and Section 607.0726 of the FBCA.

B. **Preferred Stock**. The powers, preferences, rights, privileges and restrictions, qualifications and limitations of the Preferred Stock are set forth below. Unless otherwise indicated, references to "Sections" or "Subsections" refer to sections and subsections of this Article V, Part B.

Section 1. **General**. The Preferred Stock shall have the following rights, preferences, powers, privileges, restrictions, qualifications and limitations.

Section 2. **Dividends**.

(a) **Accruing Preferred A Dividends**. The Preferred A Holders, in preference to the Common Holders, shall be entitled to receive, out of funds that are legally available therefor, cash dividends (the "**Accruing Series A Dividends**") at the rate of five percent (5%) of the Series A Preferred Original Issue Price (as defined below) per annum accruing from the date of first issue on each outstanding share of Series A Preferred Stock (each a "**Preferred A Share**" and collectively, the "**Preferred A Shares**"). Such dividends shall accrue from day to day, whether or not declared, whether or not there are profits, surplus or other funds legally available for the payment of dividends and shall be cumulative to the extent not actually paid; provided, however, that except (i) in the event of a Liquidation Event (as defined below) or (ii) upon conversion or redemption of the Preferred A Shares, such Accruing Series A Dividends shall be payable only when, as, and if declared by the Board, and the Corporation shall be under no obligation to pay such Accruing Series A Dividends.

(b) **Participation in Common Dividends**. Prior to (i) a Liquidation Event or (ii) conversion or redemption of the Preferred A Shares, if the Board shall declare additional dividends out of funds that are legally available therefor in that calendar year, then such additional dividends shall be declared pro rata on the Common Shares and the Preferred A Shares, on a *pari passu* basis, according to the number of Common Shares held by such Common Holders and the greatest whole number of Common A Shares then issuable upon conversion in accordance with these A&R Articles of Incorporation of all Preferred A Shares held by such Preferred A Holder (an "**as-converted to Common Stock basis**"). For the avoidance of doubt, no declaration, payment or setting aside of any dividends pursuant to this Article V, Part B, Section 2(b) shall be considered an advance against, reduce or satisfy the Accruing Series A Dividends, the Series A Accrued Preference Amount, the Series A Liquidation Preference Amount or any subsequent

distributions of proceeds (i) in the event of a Liquidation Event (as defined below) or (ii) upon conversion or redemption of the Preferred A Shares. Whenever a dividend provided for in this Article V, Part B, Section 2 shall be payable in property (other than cash), the value of such dividend shall be the fair market value of such distribution as determined in accordance with the principles set forth in Article V, Part B, Section 3(c).

(c) Limitations. In the event of a Liquidation Event or upon conversion or redemption of the Preferred A Shares, the Preferred A Holders shall first receive, or simultaneously receive, a dividend on each outstanding Preferred A Share in an amount at least equal to the amount of the aggregate dividends then accrued on such Preferred A Share and not previously paid. Unless the holders of at least seventy percent (70%) of the then issued and outstanding Preferred A Shares and Common A Shares, voting together as a single class on an as-converted to Common Stock basis (the "**Preferred A/Common A Required Interest**") elect in writing or by a vote at a meeting, the Corporation shall not purchase, redeem or otherwise acquire any shares of any other class or series of capital stock of the Corporation unless all Preferred A Shares have been redeemed pursuant to Article V, Part B, Section 7; provided, that, notwithstanding the foregoing, subject to applicable law and Article V, Part B, Section 4(c), without declaring or paying any dividends on the Preferred A Shares, the Corporation may repurchase or redeem shares of capital stock of the Corporation from current or former directors, officers, employees or consultants of the Corporation pursuant to the terms of repurchase or similar agreements, as in effect from time to time and approved by the Board.

Section 3. **Liquidation, Dissolution or Winding Up; Deemed Liquidation Event.**

(a) Preference Amount. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or upon the occurrence of a Deemed Liquidation Event (as defined below) (any such liquidation, dissolution or winding up or Deemed Liquidation Event, a "**Liquidation Event**"), the Corporation's assets legally available for distribution to holders of the Corporation's capital stock of all classes, or the proceeds from a sale or merger, as applicable (the "**Distributable Assets**"), shall be distributed in the order and priority set forth below:

(i) First, before any sums shall be paid or any assets distributed in respect of shares of any other class or series of capital stock of the Corporation, the Distributable Assets shall be distributed with equal priority among the Preferred A Holders on a ratable basis, based on the number of Preferred A Shares held by such holders, an amount equal to the Series A Liquidation Preference Amount. If, upon such Liquidation Event, the Distributable Assets are insufficient to pay in full the Series A Liquidation Preference Amount for all Preferred A Shares, the entire Distributable Assets shall be distributed proportionally among the Preferred A Holders based on the respective amounts that would otherwise be payable to each Preferred A Holder pursuant to this Article V, Part B, Section 3(a)(i) in respect of the Preferred A Shares held by them if all amounts payable on or with respect to such Preferred A Shares were paid in full.

(ii) Second, after the payment of all amounts that are required to have been made to the Preferred A Holders pursuant to Article V, Part B, Section 3(a)(i), all remaining Distributable Assets shall be distributed with equal priority among the Preferred A Holders and the Common Holders on a ratable basis, based on the number of shares held by each such holder, treating for this purpose, all such securities as if they had been converted on an as-converted to Common Stock basis pursuant to the terms of these A&R Articles of Incorporation immediately prior to such Liquidation Event.

(b) Deemed Liquidation Event. Any of the following events shall be deemed to be a "liquidation, dissolution, or winding up of the Corporation" within the meaning of this Article V, Part B,

Section 3, and shall entitle the Preferred A Holders to receive on the effective date of such event the amounts specified in Article V, Part B, Section 3(a) above in cash (and to the extent there is not sufficient cash available, securities or other property): (i) a consolidation, merger or statutory share exchange in which at least a majority of the outstanding shares of capital stock of the Corporation are exchanged for securities or other consideration of or from another corporation or other business organization or entity, (ii) a sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation of all or substantially all the assets or capital stock of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, stock sale, asset sale or otherwise) of one or more subsidiaries of the Corporation if substantially all the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation, (iii) any corporate reorganization, merger, stock sale or other transaction or series of related transactions to which the Corporation is a party, in which the stockholders of the Corporation immediately prior to such transaction own less than fifty percent (50%) of the Corporation's voting power immediately after such transaction, or (iv) any other transaction or series of transactions in which more than fifty percent (50%) of the Corporation's voting power is transferred or sold; provided, however, that any such event described in the foregoing sub-sections (i), (ii), (iii) or (iv) shall not be regarded as a "liquidation, dissolution, or winding up of the Corporation" or a Deemed Liquidation Event if the Preferred A/Common A Required Interest, elect in writing or by a vote at a meeting, not to have such event deemed to be "a liquidation, dissolution, or winding up of the Corporation", in which event, the provisions of Article V, Part B, Section 5(h) shall apply. An event that is: (A) described in sub-sections (i), (ii), (iii) or (iv) of the foregoing sentence and (B) which the Preferred A/Common A Required Interest has not otherwise elected not to be a "liquidation, dissolution, or winding up of the Corporation" shall be referred to herein as a "**Deemed Liquidation Event**". Without the prior written consent of the Preferred A/Common A Required Interest, the Corporation shall not have the power to effect a Deemed Liquidation Event unless the agreement or plan of merger or consolidation or other relevant agreement provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Article V, Part B, Section 3.

(c) Special Definitions. For purposes of this Article V, Part B, the following definitions shall apply:

(i) "**Aggregate Series A Investment**" means, as of any date of determination, (i) the total number of issued and outstanding shares of Series A Preferred Stock, multiplied by (ii) the Series A Original Issue Price.

(ii) "**Deemed Liquidation Value**" means, with respect to any Liquidation Event, the fair market value of the Distributable Assets distributable to the holders of the Corporation's capital stock in such Liquidation Event.

(iii) "**Founder Directors**" shall have the meaning assigned to such term in the Shareholders' Agreement.

(iv) "**Founder Shareholders**" shall have the meaning assigned to such term in the Shareholders' Agreement.

(v) "**Fully-Diluted Stock**" means, as of any date of determination, the sum of the number of vested and unvested shares of: (A) issued and outstanding shares of capital stock of the Corporation as of such date; (B) capital stock of the Corporation purchasable upon the exercise of any options outstanding as of such date; (C) capital stock of the Corporation purchasable upon the exercise of any warrants outstanding as of such date; (D) capital stock of the Corporation

purchasable upon the exercise of any right to purchase shares of capital stock of the Corporation outstanding as of such date; and (E) capital stock of the Corporation into which any other shares of capital stock, convertible notes or other convertible securities of the Corporation outstanding as of such date are then-convertible, and in each case, on an as-converted to Common Stock basis.

(vi) “**High End Series A Proceeds**” means 4.5 times the Aggregate Series A Investment.

(vii) “**High End Deemed Liquidation Value**” means, as of any date of determination, an amount equal to the quotient of (A) the High End Series A Proceeds, divided by (B) a fraction, (1) the numerator of which is the number of Preferred A Shares held by the Preferred A Holders and (2) the denominator of which is the number of shares of Fully-Diluted Stock.

(viii) “**High-Low Deemed Liquidation Value Delta**” means (A) the High End Deemed Liquidation Value, minus (B) the Low End Deemed Liquidation Value.

(ix) “**LLR Directors**” shall have the meaning assigned to such term in the Shareholders’ Agreement.

(x) “**LLR Shareholders**” shall have the meaning assigned to such term in the Shareholders’ Agreement.

(xi) “**Low End Series A Proceeds**” means 3.0 times the Aggregate Series A Investment.

(xii) “**Low End Deemed Liquidation Value**” means, as of any date of determination, an amount equal to the sum of (A) the quotient of (1) the Low End Series A Proceeds, minus the Series A Accrued Preference Amount, divided by (2) a fraction, (y) the numerator of which is the number of Preferred A Shares held by the Preferred A Holders and (z) the denominator of which is the Fully Diluted Stock, plus (B) the Series A Accrued Preference Amount.

(xiii) “**Series A Accrued Preference Amount**” means, as of any date of determination, an amount equal to (A) the Aggregate Series A Investment, plus (B) any unpaid Accruing Series A Dividends and any declared but unpaid dividends on the Preferred A Shares (as adjusted for any stock dividends, combinations or splits with respect to the Preferred A Shares).

(xiv) “**Series A Low End Value**” means, as of any date of determination, an amount equal to (A) 3.0 times the Aggregate Series A Investment, minus the Accruing Series A Dividends thereon, divided by (B) the number of shares of Series A Preferred Stock held by the holders of shares of Series A Preferred Stock as of such date of determination, plus the Accruing Series A Dividends thereon.

(xv) “**Series A Liquidation Preference Amount**” means, with respect to any Preferred A Share, as of any date of determination, an amount equal to:

- (1) if the Deemed Liquidation Value is less than or equal to the Low End Deemed Liquidation Value, then “Series A Liquidation Preference Amount” shall equal the Series A Accrued Preference Amount;

- (2) if the Deemed Liquidation Value is between the Low End Deemed Liquidation Value and the High End Deemed Liquidation Value, then the "Series A Liquidation Preference Amount" shall equal the product of (a) the Series A Accrued Preference Amount, multiplied by (b) one (1), minus a fraction, (i) the numerator of which is (A) the Deemed Liquidation Value, minus (B) the Series A Low End Value, and (ii) the denominator of which is the High-Low Deemed Liquidation Value Delta; and
- (3) if the Deemed Liquidation Value is greater than or equal to the High End Deemed Liquidation Value, then "Series A Liquidation Preference Amount" shall equal zero dollars (\$0).

(xvi) "**Series A Original Issue Price**" means an amount per Preferred A Share equal to \$181.653042688465 (as adjusted for any stock dividends, combinations or splits with respect to the Preferred A Shares).

(xvii) "**Shareholders' Agreement**" means that certain Amended and Restated Shareholders' Agreement of the Corporation, dated as of April 19, 2019, by and among the Corporation and certain stockholders of the Corporation, as amended, restated, supplemented or otherwise modified from time to time.

(d) **Amount Deemed Paid or Distributed.** The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such Liquidation Event shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in accordance with Article V, Part B, Section 3(e).

(e) **Determination of Fair Market Value.**

(i) Whenever the Distributable Assets consist of cash, the fair market value of such cash shall be equal to the amount of such cash.

(ii) Whenever the Distributable Assets consist of property (other than cash or securities), the fair market value of such property shall be the fair value thereof, as mutually determined in good faith by the Board, including two (2) Founder Directors and two (2) LIR Directors, which determination shall take into account any factors and valuation methodologies that the Board in good faith deems relevant, including any independent appraisals, industry comparables, internal valuations and any other customary valuation measures, applying any minority, liquidity and other discounts, and taking into account any any lack of voting rights and restrictions on transferability on such property.

(iii) Whenever the Distributable Assets consist of securities, the fair market value of such securities shall be determined as follows:

(1) For securities not subject to investment letters or other similar restrictions on free marketability,

(A) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average, over a period of twenty-one (21)-days consisting of the date that is three (3) days prior to the closing of such transaction

and the twenty (20) consecutive business days prior to that date, of the closing prices of the sales of such securities on the primary securities exchange on which such securities may at that time be listed, or, if there have been no sales on such exchange on any day, the average of the highest bid and lowest asked prices on such exchanges at the end of such day, or, if on any day such securities are not so listed, the average of the representative bid and asked prices quoted in the Nasdaq System as of 4:00 P.M., New York time, or, if on any day such securities are not quoted in the Nasdaq System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau Incorporated, or any similar successor organization;

(B) if actively traded over-the-counter, the value shall be deemed to be the average, over a period of twenty-one (21)-days consisting of the date that is three (3) days prior to the closing of such transaction and the twenty (20) consecutive business days prior to that date, of the closing bid prices of the sales of such securities on the primary markets on which such securities may at that time be traded; or

(C) if there is no active public market, the value shall be the fair market value thereof, as mutually determined in good faith by the Board, including two (2) Founder Directors and two (2) LLR Directors.

(2) The method of valuation of securities subject to investment letters, lack of voting or liquidity rights, restrictions on transferability or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as mutually determined in good faith by the Board, including two (2) Founder Directors and two (2) LLR Directors) from the market value as determined pursuant to clause (1) above so as to reflect the approximate fair market value thereof.

(f) Allocation of Escrow. If in connection with a Deemed Liquidation Event any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the applicable merger or sale agreement shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Article V, Part B, Section 3(a) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Article V, Part B, Section 3(a) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

Section 4. Voting.

(a) General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each Preferred A Holder shall be entitled to cast the number of votes equal to the number of whole Common A Shares into which the Preferred A Shares held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the provisions of these A&R Articles of Incorporation, the Preferred A Holders shall vote together with the Common A Holders as a single class with each such holder entitled to that number of votes equal to the number of Common A Shares held by such holder as determined on an as-

converted to Common Stock basis on the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, on the date such vote is taken or written consent of stockholders is solicited. Other than as expressly provided herein or required by law, there shall be no separate series voting.

(b) Board of Directors. The L.L.R. Shareholders shall be entitled to elect three (3) directors of the Corporation (the "**Preferred Directors**"). The Founder Shareholders shall be entitled to elect three (3) directors of the Corporation (the "**Common Directors**"). The designation, appointment and removal of the directors shall be made in the manner specified in the Shareholders' Agreement.

(c) Protective Provisions of Preferred A/Common A Shares. Notwithstanding anything contained herein to the contrary, in addition to any other vote required by law or these A&R Articles of Incorporation, so long as any shares of Series A Preferred Stock remain outstanding, the Corporation shall not take (and shall cause any subsidiary of the Corporation (each, a "**Corporation Subsidiary**") not to take) any of the actions set forth in Section 6.7 of the Shareholders' Agreement, either directly or indirectly, whether by amendment, restatement, merger, consolidation, reclassification, recapitalization or otherwise, without the affirmative vote or written consent of the Preferred A/Common A Required Interest, voting together as a single class on as an-converted to Common Stock basis, given in writing or by resolution adopted at a meeting called for such purpose.

Section 5. Optional Conversion. The Preferred A Holders shall have conversion rights as follows (the "**Conversion Rights**"):

(a) Right to Convert.

(i) Conversion Rights. At any time on or after the earlier of (1) immediately prior to the consummation of a Deemed Liquidation Event and (2) the fifth (5th) anniversary of the Series A Original Issue Date, each Preferred A Share shall be convertible, at the option of the holder thereof, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable Common A Shares as is determined by dividing (A) the Series A Preferred Original Issue Price, by (B) the Series A Conversion Price (as defined below) in effect at the time of conversion.

The "**Series A Conversion Price**" shall initially be equal to \$181.653042688465 per share for each Preferred A Share. The initial Series A Conversion Price per share for each Preferred A Share and the rate at which each Preferred A Share may be converted into Common A Shares, shall be subject to adjustment as provided for in these A&R Articles of Incorporation. For purposes of clarity, the Series A Conversion Price shall change only as expressly set forth in these A&R Articles of Incorporation and not automatically based on fluctuations in the fair market value of the Series A Preferred Stock or Common Stock.

(ii) Termination of Conversion Rights. In the event of a Redemption Notice (as defined below) with respect to any Preferred A Share pursuant to Article V, Part B, Section 7 hereof, the Conversion Rights of the Preferred A Shares designated for redemption shall terminate at the close of business on the last full business day preceding the date fixed for redemption, unless the applicable redemption price is not fully paid on such redemption date, in which case, the Conversion Rights for such unredeemed shares shall continue until such redemption price is paid in full with respect to such unredeemed shares.

(b) Fractional Shares. No fractional Common A Shares shall be issued upon conversion of any Preferred A Shares. In lieu of any fractional shares to which the holder would otherwise be entitled,

the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a Common A Share as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of Preferred A Shares the holder has at the time converting into Common A Shares and the aggregate number of Common A Shares issuable upon such conversion.

(c) Mechanics of Conversion.

(i) Notice of Conversion. In order for a Preferred A Holder to voluntarily convert Preferred A Shares into Common A Shares, such holder shall surrender the certificate or certificates for such Preferred A Shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the Preferred A Shares represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent (a "**Series A Conversion Notice**"). Such Series A Conversion Notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for Common A Shares to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and the Series A Conversion Notice shall be the time of conversion (the "**Conversion Time**"), and the Common A Shares issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (A) issue and deliver to such Preferred A Holder, or to his, her or its nominees, a certificate or certificates for the number of full Common A Shares issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of Preferred A Shares represented by the surrendered certificate that were not converted into Common A Shares, (B) pay in cash such amount as provided in Article V, Part B, Section 5(b) in lieu of any fraction of a Common A Share otherwise issuable upon such conversion and (C) pay in cash the Series A Conversion Preference Amount.

(ii) Series A Conversion Preference Amount. For purposes of this Article V, Part B, Section 5, the "**Series A Conversion Preference Amount**" shall be an amount equal to the Series A Liquidation Preference Amount such Preferred A Holder would be entitled to receive with respect to each converting Preferred A Share held by such holder upon a Deemed Liquidation Event, assuming (i) the proceeds of such Deemed Liquidation Event are equal to the "Fair Market Value" of the Corporation (as determined in the manner set forth below as of the last day of the month preceding the Conversion Time) and (ii) such proceeds are fully distributed in accordance with Article V, Part B, Section 3(a)(i) above. For purposes of this Article V, Part B, Section 5 and subject to the following sentence, the "**Fair Market Value**" shall be the value (A) mutually agreed upon by the Corporation's Board, including two (2) Founder Directors and two (2) LLR Directors, and the holders of a Preferred A Majority within fifteen (15) days after receipt by the Corporation of a Series A Conversion Notice or, in the event that the Corporation and such holders are unable to reach agreement during such period, (B) determined in a writing by an independent qualified appraiser (a "**Qualified Appraiser**") mutually agreed upon by the

Corporation's Board, including two (2) Founder Directors and two (2) LLR Directors, and a Preferred A Majority (such determination to be final, binding and conclusive on the Corporation and the Preferred A Holders). "**Fair Market Value**" shall be determined by viewing the Corporation as a going concern, without any discounts based on any restrictions on transfer, minority ownership, the absence of a public market for sales or other illiquidity of the shares or any similar factors and assuming, for purposes of the valuation, that all shares of the Corporation's capital stock outstanding on the determination date are to be sold to a single purchaser in an arm's-length transaction. The Corporation shall be responsible for the fees, costs and expenses of the Qualified Appraiser incurred in connection herewith.

(iii) **Reservation of Shares.** If at any time the number of authorized but unissued Common A Shares shall not be sufficient to effect the conversion of all then outstanding Preferred A Shares, then the Corporation shall take such corporate actions as may be necessary to increase the authorized but unissued Common A Shares to such number of Common A Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite Board and stockholder approval of any necessary amendment to these A&R Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price for any shares of Series A Preferred Stock below the then par value of the Common A Shares issuable upon conversion of such Series A Preferred Stock, the Corporation shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable Common A Shares at such adjusted Series A Conversion Price.

(iv) **Effect of Conversion.** To the extent permitted by law, all Preferred A Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive Common A Shares in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion and to receive payment of any dividends declared but unpaid thereon. Any Preferred A Shares so converted shall be retired and cancelled and shall not be reissued as shares of Series A Preferred Stock, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of Preferred A Shares accordingly.

(v) **No Further Adjustment.** Upon any such conversion, no adjustment shall be made to the Series A Conversion Price for any declared but unpaid dividends on such Preferred A Shares surrendered for conversion or on the Common A Shares delivered upon conversion.

(d) **Adjustments to Preferred Conversion for Diluting Issues.**

(i) **Special Definitions.** For purposes of this Article V, the following definitions shall apply:

(1) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Shares or Convertible Securities.

(2) "**Series A Original Issue Date**" shall mean the date on which the first Preferred A Share was issued.

(3) **"Convertible Securities"** shall mean any evidences of indebtedness, shares or other securities, directly or indirectly, convertible into or exchangeable for Common Shares, but excluding Options.

(4) **"Additional Common Shares"** shall mean any Common Shares issued (or, pursuant to Article V, Part B, Section 5(d)(iii) below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, the **"Exempted Securities"**):

(I) Common Shares, Options or Convertible Securities issued as a dividend or distribution on any Preferred Shares;

(II) Common Shares, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on Common Shares that is covered by Article V, Part B, Section 5(e), Section 5(f), Section 5(g) or Section 5(h) below;

(III) Any Common Shares or Options issued to employees or directors of, or consultants to, the Corporation or any Corporation Subsidiary pursuant to (1) that certain Magaya Non-Statutory Stock Option Plan, as amended, restated, supplemented or otherwise modified from time to time, to the extent approved by the Board, or (2) any issuances pursuant to any other plan approved by the Board;

(IV) Common Shares or Convertible Securities actually issued upon the exercise of Options that are outstanding as of the Series A Original Issue Date, or Common Shares actually issued upon the conversion or exchange of Convertible Securities that are outstanding as of the Series A Original Issue Date, in each case, provided such issuance is pursuant to the terms of such Option or Convertible Security;

(V) Common Shares, Options or Convertible Securities issued or issuable to banks, equipment lessors, or other financial institutions, or to real property lessors, or to strategic partners, pursuant to a debt financing, equipment leasing or real property leasing transaction or strategic partner arrangement approved by the Board; or

(VI) Common Shares, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board.

(ii) **No Adjustment of Preferred Conversion Price.** Notwithstanding any other provision of these A&R Articles of Incorporation to the contrary, for all purposes related to the Conversion Rights, no adjustment in the Series A Conversion Price for any shares of Series A Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Common Shares unless the consideration per share (as determined pursuant to Article V, Part B, Section 5(d)(v) below) for an Additional Common Share issued or deemed to be issued by the Corporation is less than the Series A Conversion Price in effect on the date of, and as of

immediately prior to such issuance, for such shares of Series A Preferred Stock or if the Corporation receives written notice from the holders of at least a majority of the then issued and outstanding Preferred A Shares, voting exclusively as a separate class agreeing that no such adjustment shall be made to such Preferred A Shares as the result of the issuance or deemed issuance of such Additional Common Shares.

(iii) Deemed Issue of Additional Common Shares.

(1) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Common A Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Common Shares issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(2) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which resulted in an adjustment to the Series A Conversion Price for the Series A Preferred Stock pursuant to the terms of Article V, Part B, Section 5(d)(iv) below, are revised (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of Common A Shares issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Subsection (2) of Article V, Part B, Section 5(d)(iii) shall have the effect of increasing the Series A Conversion Price for such Series A Preferred Stock to an amount which exceeds the lower of (A) the Series A Conversion Price for such Series A Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (B) the Series A Conversion Price for such Series A Preferred Stock that would have resulted from any issuances of Additional Common Shares (other than deemed issuances of Additional Common Shares) as a result of the issuance of such Option or Convertible Security between the original adjustment date and such readjustment date.

(3) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price for the Series A Preferred Stock pursuant to the terms of Article V, Part B, Section 5(d)(iv) below (either because the consideration per share (determined pursuant to Article V, Part B, Section 5(d)(v)

hereof) of the Additional Common Shares subject thereto was equal to or greater than the Series A Conversion Price for such Series A Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase in the number of Common A Shares issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Common Shares subject thereto (determined in the manner provided in Subsection (1) of Article V, Part B, Section 5(d)(iii) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(4) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price for the Series A Preferred Stock pursuant to the terms of Article V, Part B, Section 5(d)(iv) below, the Series A Conversion Price for such Series A Preferred Stock shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(5) If the number of Common A Shares issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price for the Series A Preferred Stock provided for in this Article V, Part B, Section 5(d)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in Subsection (2) and Subsection (3) of this Article V, Part B, Section 5(d)(iii)). If the number of Common A Shares issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price for the Series A Preferred Stock that would result under the terms of this Article V, Part B, Section 5(d)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Common Shares.

In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Common Shares (including Additional Common Shares deemed to be issued pursuant to Article V, Part B, Section 5(d)(iii)), without consideration or for a consideration per share less than the Series A Conversion Price applicable to the Series A Preferred Stock in effect immediately prior to such issue, then, the Series A Conversion Price for such Preferred A Shares shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

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

“**CP₂**” shall mean the Series A Conversion Price in effect immediately after such issue of Additional Common Shares;

“**CP₁**” shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Common Shares;

“**A**” shall mean the number of Common Shares outstanding immediately prior to such issue of Additional Common Shares (as determined below); for the purposes of the preceding sentence, the number of shares of Common Stock outstanding as of a given date shall be the sum of (A) the number of actually issued and outstanding shares of Common Stock on the day immediately preceding the given date, (B) the number of shares of Common Stock into which the then-outstanding shares of Preferred Stock could be converted if fully converted on the day immediately preceding the given date, (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all Options outstanding on the day immediately preceding the given date, and (D) all Common Shares reserved under the Plan and any equity incentive plan approved by the Board.

“**B**” shall mean the number of Common Shares that would have been issued if such Additional Common Shares had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

“**C**” shall mean the number of such Additional Common Shares issued in such transaction.

(v) Determination of Consideration. For purposes of this Article V, Part B, Section 5(d), the consideration received by the Corporation for the issue of any Additional Common Shares shall be computed as follows:

(1) Cash and Property: Such consideration shall:

(I) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(II) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(III) in the event Additional Common Shares are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Common Shares deemed to have been issued pursuant to Article V, Part B, Section 5(d)(iii), relating to Options and Convertible Securities, shall be determined by dividing:

(I) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(II) the maximum number of Common A Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(3) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Common Shares that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price for the Series A Preferred Stock pursuant to the terms of Article V, Part B, Section 5(d)(iv), and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the Series A Conversion Price for such Series A Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common A Shares or Common B Shares, the Series A Conversion Price for each Preferred A Share in effect immediately before that subdivision shall be proportionately decreased so that the number of Common A Shares issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of Common Shares outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding Common Shares, the Series A Conversion Price for each Preferred A Share in effect immediately before the combination shall be proportionately increased so that the number of Common A Shares issuable on conversion of each Preferred A Share shall be decreased in proportion to such decrease in the aggregate number of Common A Shares outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of any class of Common Holders entitled to receive, a dividend or other distribution payable on any class of Common Stock in additional Common A Shares or Common B Shares, then and

in each such event the Series A Conversion Price for the Series A Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

(i) the numerator of which shall be the total number of Common Shares 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 shall be the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, plus the number of Common Shares issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price for such series shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and provided further, however, that no such adjustment shall be made if the Preferred A Holders of such Series A Preferred Stock simultaneously receive a dividend or other distribution of Common A Shares in a number equal to the number of Common A Shares as they would have received if all outstanding Preferred A Shares had been converted into Common A Stock on the date of such event.

(g) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of capital stock of the Corporation entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of Common Shares in solely respect of outstanding Common Shares) or in other property, then and in each such event the Preferred A Holders shall receive, simultaneously with the distribution to the holders of such capital stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Preferred A Shares had been converted into Common A Stock on the date of such event.

(h) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Article V, Part B, Section 3(b), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which any class of Common Stock (but not any series of the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Article V, Part B, Section 5(d), Section 5(f) or Section 5(g)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each Preferred A Share shall thereafter be convertible in lieu of the Class A Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of Common A Shares of the Corporation issuable upon conversion of a single Preferred A Share immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Article V, Part B, Section 5 with respect to the rights and interests thereafter of the Preferred A Holders, to the end that the provisions set forth in this Article V, Part B, Section 5 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price for such series) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such Series A Preferred Stock.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price of the Series A Preferred Stock pursuant to this Article V, Part B, Section 5, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Preferred A Holder a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any Preferred A Holder of Series A Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect for such Series A Preferred Stock, and (ii) the number of Common A Shares and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such Series A Preferred Stock.

Section 6. **Mandatory Conversion.**

(a) Trigger Events. Upon the earlier of (i) the closing of the sale of Common Shares to the public in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (an "**IPO**"), in which the indicated pre-IPO market capitalization of the Corporation is greater than or equal to \$250,000,000 and the gross proceeds to the Corporation from the IPO are greater than or equal to \$100,000,000, net of the underwriting discount and commissions and transaction expenses, to the Corporation (a "**Qualifying Public Offering**") or (ii) a date and time, or the occurrence of an event, specified for conversion by vote or written consent of the holders the Preferred A/Common A Required Interest (each, as of the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as a "**Mandatory Conversion Time**"), (A) all outstanding Preferred A Shares being converted at such Mandatory Conversion Time shall automatically be converted into Common A Shares on as-converted to Common Stock basis and (B) such Preferred A Shares may not be reissued by the Corporation as shares of such series.

(b) Procedural Requirements. The Corporation shall give written notice to all holders of record of the Series A Preferred Stock being converted of any Mandatory Conversion Time and the place designated for mandatory conversion of all such Preferred A Shares being converted pursuant to this Article V, Part B, Section 6. Such notice need not be given in advance of the occurrence of the Mandatory Conversion Time. Such notice shall be sent by first class or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the FBCA, to each record holder of the Series A Preferred Stock being converted pursuant to this Article V, Part B, Section 6. Upon receipt of such notice, each applicable Preferred A Holder shall surrender his, her or its certificate or certificates for all such shares converted at such Mandatory Conversion Time (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of Common A Shares to which such holder is entitled pursuant to this Article V, Part B, Section 6. At any Mandatory Conversion Time, all outstanding Preferred A Shares that are converted pursuant to Article V, Part B, Section 6(a) shall be deemed to have been converted into Common A Shares, which shall be deemed to be outstanding of record, and all rights with respect to any such Series A Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a Common A Holder), will terminate (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of Common A Shares into which such Series A Preferred

Stock has been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after any Mandatory Conversion Time and the surrender of the applicable certificate or certificates for the Series A Preferred Stock converted at such Mandatory Conversion Time (or lost certificate affidavit and agreement), the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full Common A Shares issuable on such conversion in accordance with the provisions hereof together with cash in lieu of any fraction of a share and, at the election of each holder of Series A Preferred Stock in his, her or its sole discretion, payment in cash or in shares of Class A Common Stock (at the Class A Common Stock's fair market value determined in good faith by the Board), all unpaid Series A Accruing Dividends, as applicable, and any declared but unpaid dividends (other than Series A Accruing Dividends) on the shares of Series A Preferred Stock being converted.

(c) All certificates evidencing any Preferred A Shares which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after any Mandatory Conversion Time, be deemed to have been retired and cancelled and the Preferred A Shares represented thereby converted into Class A Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted Series A Preferred Stock may not be reissued, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of Preferred A Shares and the authorized number of shares of Series A Preferred Stock, accordingly.

Section 7. Redemption.

(a) Series A Redemption. Unless prohibited by the laws of the State of Florida governing distributions to stockholders, each share of Series A Preferred Stock shall be redeemed by the Corporation at a price equal to the Series A Redemption Price (as defined below), as determined pursuant to Article V, Part B, Section 7(c), commencing not more than ninety (90) days after receipt by the Corporation (the "Series A Redemption Date") at any time on or after the earlier of (i) the receipt by any Preferred A Holder or the Corporation of an arms-length bona fide offer constituting a Deemed Liquidation Event at an amount equal to or in excess of \$4,000,000 in cash (a "Bona Fide Offer"), if (A) the consummation of the transactions contemplated by the Bona Fide Offer is not approved by the Preferred A/Common A Required Interest within thirty (30) calendar days of the receipt of such Bona Fide Offer and (B) at least a majority of the Preferred A Holders (a "Preferred A Majority") voted in favor of such transactions and (ii) the fifth (5th) anniversary of the Series A Original Issue Date, from at least a Preferred A Majority, of written notice requesting redemption of all of such holders' shares of Series A Preferred Stock (the "Series A Redemption Request"). Upon receipt of a Series A Redemption Request, the Corporation shall apply all of its assets to such redemption, and to no other corporate purpose, except to the extent prohibited by the laws of the State of Florida governing distributions to stockholders. On the Series A Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the collective number of shares of Series A Preferred Stock owned by each holder, that number of outstanding shares of Series A Preferred Stock determined by dividing (i) the total number of shares of Series A Preferred Stock outstanding immediately prior to such Series A Redemption Date by (ii) the number of remaining Series A Redemption Dates (including the Series A Redemption Date to which such calculation applies).

(b) On the Series A Redemption Date, if the laws of the State of Florida governing distributions to stockholders prevents the Corporation from redeeming or the Corporation is unwilling or otherwise unable to redeem, all shares of Series A Preferred Stock to be redeemed, the Corporation shall (i) ratably redeem the maximum number of shares that it may redeem consistent with such law and, unless

otherwise determined by a Preferred A Majority, redeem the remaining shares as soon as it may lawfully do so under such law and (ii) initiate an orderly process to consummate a Deemed Liquidation Event by engaging a regionally or nationally recognized investment banking company approved by the Corporation and a Preferred A Majority, to run a sale process (the "**Sale Process**"). Through the Sale Process, the Corporation shall use commercially reasonable efforts to obtain the most favorable proposal for the Deemed Liquidation Event (taking into account and weighing collectively all factors, including price, certainty of closing and other commercial terms associated with any such proposal) (the "**Proposed Sale**"). The Corporation shall be responsible for the fees, costs and expenses of the Sale Process and the Proposed Sale; provided, that, if the Proposed Sale is consummated and such fees, costs and expenses are not treated as continuing obligations of the Corporation or otherwise assumed by the acquirer, the stockholders of the Corporation receiving the consideration in such Proposed Sale shall bear such fees, costs and expenses on a pro rata basis. If any shares of Series A Preferred Stock are not redeemed for any reason on the Series A Redemption Date, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Series A Redemption Price applicable to such unredeemed shares at an aggregate per annum rate equal to twelve percent (12%) following such Series A Redemption Date until such Series A Redemption Price, and any interest thereon, is paid in full), with such interest to accrue daily in arrears and to be compounded annually; provided, however, that in no event shall such interest exceed the maximum permitted rate of interest under applicable law (the "**Maximum Permitted Rate**"); provided, further, that the Corporation shall take all such actions as may be necessary, including without limitation, making any applicable governmental filings, to cause the Maximum Permitted Rate to be the highest possible rate. In the event any provision hereof would result in the rate of interest payable hereunder being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, however, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Series A Redemption Date to the extent permitted by law.

(c) **Series A Redemption Price.** For purposes of this Article V, Part B, Section 7, the "**Series A Redemption Price**" shall be an amount equal to the aggregate proceeds such Preferred A Holder would be entitled to receive with respect to each Preferred A Share held by such holder upon a Deemed Liquidation Event, assuming (i) the proceeds of such Deemed Liquidation Event are equal to the "Fair Market Value" of the Corporation (as determined in the manner set forth below as of the last day of the month preceding the month in which the Series A Redemption Request is delivered to the Corporation) and (ii) such proceeds are fully distributed in accordance with Article V, Part B, Section 3 above. For purposes of this Article V, Part B, Section 7 and subject to the following sentence, the "**Fair Market Value**" shall be the value (A) mutually agreed upon by the Corporation and the holders of a Preferred A Majority within fifteen (15) days after receipt by the Corporation of a Series A Redemption Request or, in the event that the Corporation and such holders are unable to reach agreement during such period, (B) determined in a writing by an independent qualified appraiser (a "**Qualified Appraiser**") mutually agreed upon by the Corporation and a Preferred A Majority (such determination to be final, binding and conclusive on the Corporation and the Preferred A Holders). "**Fair Market Value**" shall be determined by viewing the Corporation as a going concern, without any discounts based on any restrictions on transfer, minority ownership, the absence of a public market for sales or other illiquidity of the shares or any similar factors and assuming, for purposes of the valuation, that all shares of the Corporation's capital stock outstanding on the determination date are to be sold to a single purchaser in an arm's-length transaction. The Corporation shall be responsible for the fees, costs and expenses of the Qualified Appraiser incurred in connection herewith.

(d) **Redemption Notice.** The Corporation shall send written notice of the mandatory redemption (the "**Redemption Notice**") to each holder of record of shares of Series A Preferred Stock not less than forty (40) days prior to each Series A Redemption Date. Each Redemption Notice shall state:

(i) the number of shares of Series A Preferred Stock held by the holder that the Corporation shall redeem on the Series A Redemption Date specified in the Redemption Notice;

(ii) the Series A Redemption Date of such shares of Series A Preferred Stock and the Series A Redemption Price;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Article V, Part B, Section 5); and

(iv) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

(c) Surrender of Certificates; Payment. On or before the applicable Series A Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Series A Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Article V, Part B, Section 5, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Series A Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

(f) Rights Subsequent to Redemption. If a Redemption Notice shall have been duly given, and if on the applicable Series A Redemption Date the Series A Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such Series A Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then, notwithstanding that certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, any dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such Series A Redemption Date, such shares shall not thereafter be transferred on the Corporation's books and records and all rights with respect to such shares shall forthwith after the Series A Redemption Date terminate, except only the right of the holders thereof to receive the Series A Redemption Price without interest upon surrender of any such certificate(s) therefor (or a lost certificate affidavit and agreement as specified above).

Section 8. No Reissuance of Preferred Stock. No share(s) of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired, and eliminated from the shares that the Corporation shall be authorized to issue.

Section 9. Notices of Record Date. In the event:

(a) the Corporation shall set a record of the holders of any series or class of the Common Stock or Preferred Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) of the Corporation for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security;

(b) of any capital reorganization of the Corporation, any reclassification or recapitalization of any series or class of the Common Stock or Preferred Stock of the Corporation, or any Deemed Liquidation Event; or

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

then, in each case, the Corporation shall send, or cause to be sent, to each Preferred A Holder a notice specifying, as the case may be, (i) the record date for any such dividend, distribution or subscription right, and the amount and character of such dividend, distribution or subscription right, (ii) the effective date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, share exchange, dissolution, liquidation, or winding up is proposed to take place and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock or Preferred Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock or Preferred Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, share exchange, dissolution, liquidation or winding up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be mailed at least fifteen (15) days prior to the date specified in such notice on which such action is to be taken.

Section 10. **Notices.** Except as otherwise provided hereunder, any notice required or referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder of the Corporation, at such stockholder's address as it appears in the books and records of the Corporation (unless an alternative address is otherwise provided by any such stockholder in advance). If no such address appears or is given, notice shall be deemed given at the place where the principal executive office of the Corporation is located.

Section 11. **Waiver.** Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived, on behalf of all Preferred A Holders, only by the affirmative written consent or vote of a Preferred A Majority.

ARTICLE VI

Board of Directors

A. **Number; Election.** The initial number of directors which constitute the Board shall be six (6); provided, however, that such number of directors may be changed in accordance with Article V, Part B, Section 4 and the Shareholders' Agreement. 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.

B. **Limitation of Liability.** To the fullest extent permitted by law, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of its fiduciary duty as a director. If the FBCA or any other law of the State of Florida is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the FBCA as so amended. Any amendment, modification or repeal of the foregoing provisions of this Article VI shall not adversely affect any right or protection of a director of the Corporation existing, or increase the liability of any director of the Corporation in respect of any matter occurring, or any action, omission or proceeding accruing or arising, at or prior to such amendment, modification or repeal.

ARTICLE VII

Indemnification

A. **Availability of Indemnification.** Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether by or in the right of the Corporation or otherwise (a "**Proceeding**"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, partner (limited or general) or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to an employee benefit plan, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor to the Corporation by merger or otherwise) to the fullest extent authorized by, and subject to the conditions and (except as provided herein) procedures set forth in the FBCA, as the same exists or may hereafter be amended (but any such amendment shall not be deemed to limit or prohibit the rights of indemnification hereunder for past acts or omissions of any such person insofar as such amendment limits or prohibits the indemnification rights that said law permitted the Corporation to provide prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board. Persons who are not directors or officers of the Corporation and are not so serving at the request of the Corporation may but need not be similarly indemnified in respect of such service to the extent authorized at any time by the Board. The indemnification conferred in this Article also shall include the right to be paid by the Corporation (and such successor) the expenses (including attorneys' fees) incurred in the defense of or other involvement in any such Proceeding in advance of its final disposition; provided, however, that, if and to the extent the FBCA requires, the payment of such expenses (including attorneys' fees) incurred by a director or officer in advance of the final disposition of a Proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so paid in advance if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article VII or otherwise; and provided, further, that, such expenses incurred by other employees and agents may be so paid in advance upon such terms and conditions, if any, as the Board deems appropriate. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

B. **Non-exclusivity.** The rights to indemnification and advance payment of expenses provided by Part A of this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification and advance payment of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

C. **Survival of Indemnification.** The indemnification and advance payment of expenses and rights thereto provided by, or granted pursuant to, Part A of this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, partner or agent and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such person.

D. **Insurance.** To the fullest extent permitted by applicable law, the Board may authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VII.

E. **Amendment or Repeal.** Any amendment, modification or repeal of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any person existing, or in respect of any matter occurring, or any action, omission or proceeding accruing or arising, at or prior to the time of such amendment, modification or repeal. The rights provided hereunder shall inure to the benefit of any indemnified person and such person's heirs, executors and administrators.

ARTICLE VIII **Amendment of Bylaws**

In furtherance and not in limitation of the powers conferred by the FBCA, the Board is expressly authorized and empowered to adopt, amend and repeal the bylaws of the Corporation, including without limitation, any bylaws adopted by the stockholders of the Corporation.

ARTICLE IX **Negation of Preemptive Rights**

Except as otherwise provided in these A&R Articles of Incorporation or in a written agreement between the stockholder and the Corporation, no stockholder shall have any preemptive right to subscribe to any additional issue of stock or any security convertible into stock solely by virtue of being a stockholder of the Corporation.

ARTICLE X **Renunciation of Interests in Excluded Opportunity**

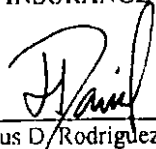
The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise 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 Preferred A Holder or Founder Shareholder 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 or the terms of any other contract or agreement to which such person or entity is a party (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.

* * *

[Signature Page to Follow]

IN WITNESS WHEREOF, the Corporation has caused these A&R Articles of Incorporation to be signed by the undersigned duly authorized officer of the Corporation on April 17, 2019.

MAGAYA INSURANCE SERVICES, INC.

By: 
Name: Jesus D. Rodriguez
Title: Authorized Representative