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Division of Corporations

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Florida Department of State
Division of Corporations
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PRIORIA ROBOTICS SUBSIDIARY, INC.

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December 19, 2011

FLORIDA DEPARTMENT OF STATE

Division of Corporations

PRIORIA ROBOTICS SUBSIDIARY, INC.

4580 NW 49TH ST #101

GAINESVILLE, FL 32505

SUBJECT: PRIORIA ROBOTICS SUBSIDIARY, INC.

REF: P11000106454

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

OUR RECORDS INDICATE THE CORRECT NAME OF YOUR CORPORATION IS AS REFERENCED ABOVE. IF YOU WISH TO AMEND YOUR NAME, PLEASE INDICATE THE NEW NAME ONLY IN ARTICLE I OF EXHIBIT A. PLEASE CORRECT THE NAME IN THE HEADING OF EXHIBIT A AS REFERENCED ABOVE.

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

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: H11000295393
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REGULATORY DIVISION
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIORIA ROBOTICS SUBSIDIARY, INC.**

FILED
DEC 16 AM 9:45
SECRETARY OF STATE
INTEGRATED FLORIDA

Pursuant to Section 607.1003 and Section 607.1007 of the Florida Business Corporation Act, Prioria Robotics Subsidiary, Inc., a corporation organized and existing under the laws of the State of Florida (the "**Corporation**"), hereby submits the following for the purpose of further amending and restating its Amended and Restated Articles of Incorporation, and does hereby certify as follows:

1. The name of the Corporation is Prioria Robotics Subsidiary, Inc. The Corporation's original Articles of Incorporation were filed on December 15, 2011.

2. Pursuant to Section 607.1003 and Section 607.1007 of the Florida Business Corporation Act, the Board of Directors duly adopted resolutions proposing to amend and restate the Articles of Incorporation of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its shareholders, and authorizing the appropriate officers of the Corporation to recommend the approval of the amendment and restatement to the shareholders and to solicit the consent of the shareholders therefore.

3. These Amended and Restated Articles of Incorporation amend and restate the provisions of the Articles of Incorporation as set forth in the text of the Amended and Restated Articles of Incorporation attached hereto as Exhibit A and incorporated herein by reference.

4. These Amended and Restated Articles of Incorporation contain amendments to the Amended and Restated Articles of Incorporation requiring shareholder approval.

5. These Amended and Restated Articles of Incorporation were approved by the holders of the requisite number of shares of the Corporation, in accordance with Section 607.0704 of the Florida Business Corporation Act. These Amended and Restated Articles of Incorporation were also approved in accordance with the Articles of Incorporation and Bylaws of the Corporation in effect as of such date.

6. These Amended and Restated Articles of Incorporation were adopted on December 16, 2011 and will be effective upon filing.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Prioria Robotics Subsidiary, Inc. has caused these Amended and Restated Articles of Incorporation to be signed by Bryan da Frota, its President, as of December 16, 2011.

PRIORIA ROBOTICS SUBSIDIARY, INC.

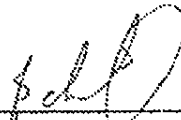
By: 
Bryan da Frota, President

EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIORIA ROBOTICS SUBSIDIARY, INC.**

**ARTICLE I
NAME**

The name of the corporation is Prioria Robotics, Inc. (the "**Corporation**").

**ARTICLE II
DURATION**

The duration of the Corporation is perpetual.

**ARTICLE III
PURPOSE**

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Florida General Corporation Act.

**ARTICLE IV
CAPITAL STOCK**

At the time the filing of these Amended and Restated Articles of Incorporation (these "**Articles of Incorporation**") with the Secretary of State of the State of Florida becomes effective:

(i) each share of the Corporation's Common Stock, no (\$0.00) par value per share (the "**Old Common Stock**"), issued and outstanding immediately prior to the effectiveness of this filing, shall be changed and converted into one (1) share of Class A Common Shares, no (\$0.00) par value per share (the "**Common Shares**");

(ii) all authorized but unissued shares of Old Common Stock shall be eliminated.

Upon the effectiveness of these Articles of Incorporation of the Corporation, the conversion of the issued and outstanding shares of the Old Common Stock (and such shares as are issuable upon the exercise of any outstanding options or outstanding warrants to purchase shares of Old Common Stock) shall occur automatically without any further action by the holders of such shares of Old Common Stock and whether or not the certificates representing the shares of Old Common Stock are surrendered to the Corporation; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Shares issuable upon such conversion unless certificates evidencing such shares of Old Common Stock which have been converted are either delivered to the Corporation, as hereinafter provided, or the

holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

Upon the occurrence of the automatic conversion of the Old Common Stock, the holders of Old Common Stock shall surrender the certificates held by them representing such shares of Old Common Stock at the offices of the Corporation or its counsel. Such holders shall be entitled to receive as soon as practicable, upon surrender of such certificates, a certificate or certificates representing shares of Common Shares to which such holder shall be entitled pursuant to the provisions of the preceding paragraphs. Upon the effectiveness of the conversion of the Old Common Stock into the Common Shares, until such time as the certificates representing shares of Old Capital Stock have been surrendered to the Corporation as provided in this paragraph, such certificates shall represent only the right to receive certificates representing shares of Common Shares in accordance with the terms hereof.

Immediately following the effectiveness of these Articles of Incorporation of the Corporation and the automatic conversion of the Old Common Stock into Common Shares, the authorized capital stock of the Corporation shall be as follows:

The total number of shares of all classes of stock which the Corporation shall have authority to issue is: (i) 1,944,098 shares of common stock, no (\$0.00) par value per share, of which (A) 10,000 shares shall be designated Common Shares and (B) 1,934,098 shares shall be designated Common Exchangeable Shares ("**Common Exchangeable Shares**") and (iii) 934,098 shares of preferred stock, no (\$0.00) par value per share, all of which shall be designated Class C Preferred Exchangeable Stock ("**Class C Preferred Exchangeable Shares**").

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

A. COMMON SHARES

1. Voting Rights. The holders of the Common Shares shall be entitled to one (1) vote for each Common Share held by them at all meetings of shareholders.

2. Dividend Rights. The holders of the Common Shares shall be entitled to receive such dividends as are declared by the Board of Directors of the Corporation on the Common Shares.

3. Liquidation Rights. The holders of the Common Shares shall be entitled to receive, subject to the other provisions hereof, the remaining property of the Corporation upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary.

B. COMMON EXCHANGEABLE SHARES

1. Voting Rights. The holders of the Common Exchangeable Shares shall not be entitled to any voting rights with respect to the Corporation. Notwithstanding the foregoing, no provision of this Section B shall be amended or modified (whether by amendment, restatement, merger, consolidation or otherwise) without the approval of the holders of a majority of the outstanding Common Exchangeable Shares and Class C Preferred Exchangeable Shares, voting together as a separate class on an as converted to Common Exchangeable Shares basis.

2. Dividend Rights. Subject to Section C.3, the holders of the Common Exchangeable Shares shall be entitled to receive such dividends as are declared by the Board of Directors of the Corporation on the Common Exchangeable Shares.

3. Liquidation Rights. Upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, the Corporation shall deliver, or cause to be delivered to the holders of Common Exchangeable Shares, the Exchangeable Share Consideration, it being understood that they shall not be entitled to receive any other amount or be entitled to any of the otherwise remaining property of the Corporation.

C. CLASS C PREFERRED EXCHANGEABLE SHARES

1. Conversion. The holders of Class C Preferred Exchangeable Shares shall have conversion rights as follows (collectively, the "**Conversion Rights**"):

1.1 Right to Convert; Conversion Price. Each Class C Preferred Exchangeable Share shall be convertible, without the payment of any additional consideration by, and at the sole option of, the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Class C Preferred Exchangeable Shares, into such number of fully paid and non-assessable Common Exchangeable Shares in accordance with the following: by dividing the Class C Original Issue Price by the Class C Conversion Price in effect at the time of conversion. The conversion price at which Common Exchangeable Shares shall be deliverable upon conversion of Class C Preferred Exchangeable Shares without the payment of any additional consideration by the holder thereof (the "**Class C Conversion Price**") shall initially be equal to the Class C Original Issue Price per share. The initial Class C Conversion Price shall be subject to adjustment, in order to adjust the number of Common Exchangeable Shares into which each Class C Preferred Exchangeable Share is convertible, as provided herein.

1.2 Mandatory Conversion. Each Class C Preferred Exchangeable Share shall automatically be converted into Common Exchangeable Shares at the applicable Class C Conversion Price then in effect upon a conversion of the Series C Preferred Stock of Parent pursuant to Article Fourth, Section B, Subsection 5.1 of the Articles of Incorporation of Parent.

1.3 Mechanics of Optional Conversions. Before any holder of Class C Preferred Exchangeable Shares shall be entitled to convert the same into Common Exchangeable Shares pursuant to this Section C.1, the holder shall surrender the certificate or certificates therefor at the office of the Corporation or of any transfer agent for the Class C Preferred Exchangeable Shares and shall give written notice to the Corporation at such office that the holder elects to convert the same and shall state therein the holder's name or the name or names

of the holder's nominees in which the holder wishes the certificate or certificates for Common Exchangeable Shares to be issued. On the Optional Conversion Date, all rights with respect to the Class C Preferred Exchangeable Shares so converted shall terminate, except as expressly provided to the contrary in any agreement between the holder thereof and the Corporation and except for any other rights of the holder thereof upon surrender of the holder's certificate or certificates therefor to receive certificates for the number of Common Exchangeable Shares into which such Class C Preferred Exchangeable Shares have been converted, and any and all other amounts owing with respect to the Class C Preferred Exchangeable Shares being converted up to and including the time of conversion, including any declared but unpaid dividends at such time. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in a form satisfactory to the Corporation, duly executed by the registered holder or by the holder's attorney duly authorized in writing. No fractional Common Exchangeable Shares shall be issued upon the optional conversion of the Class C Preferred Exchangeable Shares. The number of full Common Exchangeable Shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of Class C Preferred Exchangeable Shares so surrendered. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the Class C Conversion Price effective on the Optional Conversion Date. The Corporation shall, promptly after surrender of the certificate or certificates for conversion, issue and deliver at such office to such holder of Class C Preferred Exchangeable Shares, or to the holder's nominee or nominees, a certificate or certificates for the number of Common Exchangeable Shares to which the holder shall be entitled as aforesaid, together with cash in lieu of any fraction of a share and any and all other amounts owing with respect to the Class C Preferred Exchangeable Shares being converted up to and including the time of conversion. The Corporation may reasonably defer payment of declared but unpaid dividends to a converting holder of Class C Exchangeable Preferred Shares; however, such converting holder will remain entitled to payment of all such declared but unpaid dividends, and the Corporation shall pay such dividends to the converting holder at the same time as they are paid to all holders of Class C Preferred Exchangeable Shares. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Class C Preferred Exchangeable Shares to be converted (the "**Optional Conversion Date**"), and the person or persons entitled to receive the Common Exchangeable Shares issuable upon conversion shall be treated for all purposes as the record holder or holders of such Common Exchangeable Shares on and as of such Optional Conversion Date.

1.4 Mechanics of Mandatory Conversions. Upon the occurrence of an event specified in Section C.1.2, the Class C Preferred Exchangeable Shares shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that all holders of Class C Preferred Exchangeable Shares being converted shall be given reasonably detailed written notice of the occurrence of the event specified in Section C.1.2 triggering such conversion, including the date such event occurred (the "**Mandatory Conversion Date**"), and the Corporation shall not be obligated to issue certificates evidencing the Common Exchangeable Shares issuable upon such conversion unless certificates evidencing such Class C Preferred Exchangeable Shares being converted are either delivered to the Corporation or its transfer agent. On the Mandatory Conversion Date, all rights with respect

to the Class C Preferred Exchangeable Shares so converted shall terminate as provided above, except as expressly provided to the contrary in any agreement between the holder thereof and the Corporation and except for any other rights of the holder thereof, and upon surrender of the holder's certificate or certificates therefor, the holder shall be entitled to receive certificates for the number of Common Exchangeable Shares into which such Class C Preferred Exchangeable Shares have been converted, and any and all other amounts owing with respect to the Class C Preferred Exchangeable Shares being converted up to and including the time of conversion. Upon the automatic conversion of any Class C Preferred Exchangeable Shares, the holders of such Class C Preferred Exchangeable Shares shall surrender the certificates representing such shares at the office of the Corporation or of its transfer agent. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in a form satisfactory to the Corporation, duly executed by the registered holder or by the holder's attorney duly authorized in writing. No fractional Common Exchangeable Share shall be issued upon the automatic conversion of the Class C Preferred Exchangeable Shares. The number of full Common Exchangeable Shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of Class C Preferred shares so surrendered. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the Class C Conversion Price effective on the Mandatory Conversion Date. Upon surrender of such certificates there shall be issued and delivered to such holder, or to such holder's nominee or nominees promptly at such office, a certificate or certificates for the number of Common Exchangeable Shares into which the Class C Preferred Exchangeable Shares surrendered were convertible on the date on which such automatic conversion occurred, together with cash in lieu of any fraction of a share, and any and all other amounts owing with respect to the Class C Preferred Exchangeable Shares being converted up to and including the time of conversion. The Corporation may reasonably defer payment of declared but unpaid dividends to the converting holders of Class C Preferred Exchangeable Shares; however, such converting holders will remain entitled to payment of all such declared but unpaid dividends, and the Corporation shall comply with the Put and Support Agreement in respect of any such dividends.

1.5 Adjustments for Certain Dividends and Distributions. In the event that at any time or from time to time after the Class C Original Issue Date the Corporation shall make or issue, or fix a record date for the determination of holders of Common Exchangeable Shares entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a dividend or other distribution which complies with Section C.3), then and in each such event provision shall be made so that the holders of Class C Preferred Exchangeable Shares shall receive upon conversion thereof in addition to the number of Common Exchangeable Shares receivable thereupon, the amount of securities of the Corporation that they would have received had their Class C Preferred Exchangeable Shares been converted into Common Exchangeable Shares immediately prior to such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period, giving application during such period to all adjustments called for herein.

1.6 Adjustment for Reclassification, Exchange, or Substitution. In the event that at any time or from time to time after the Effective Date, the Common Exchangeable Shares

issuable upon the conversion of the Class C Preferred Exchangeable Shares shall be changed into the same or a different number of shares of any class or Series of shares or other securities or property, whether by capital reorganization, reclassification, recapitalization or otherwise (other than a subdivision or combination of shares or share dividend provided for above, or a merger, consolidation, or sale of assets provided for below), then and in each such event the holder of any Class C Preferred Exchangeable Shares shall have the right thereafter to convert such shares into the kind and amount of shares and other securities and property receivable upon such reorganization, reclassification, recapitalization or other change, by the holder of a number of Common Exchangeable Shares equal to the number of Common Exchangeable Shares into which such Class C Preferred Exchangeable Shares might have been converted immediately prior to such reorganization, reclassification, recapitalization or change, all subject to further adjustment as provided herein.

1.7 Adjustment for Merger, Consolidation or Sale of Assets. In the event of an Acquisition or Sale at any time or from time to time after the Effective Date and only if the applicable majority of holders of Exchangeable Shares shall have determined, in accordance with and pursuant to Section 1.1.7.1 of the Put and Support Agreement that such Acquisition or Sale does not and shall not constitute an Automatic Put Event, then each Class C Preferred Exchangeable Share shall thereafter be convertible into the kind and amount of shares or other securities or property to which a holder of the number of Common Exchangeable Shares deliverable upon conversion of the Class C Preferred Exchangeable Shares would have been entitled to receive upon such Acquisition or Sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions set forth in this Section C.1 with respect to the rights and interest thereafter of the holders of Class C Preferred Exchangeable Shares, to the end that the provisions set forth in this Section C.1 (including provisions with respect to changes in and other adjustments of the Class C Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter deliverable upon the conversion of the Class C Preferred Exchangeable Shares. For the purposes hereof, **"Acquisition"** means the acquisition of the corporation by another entity (including, without limitation, by reorganization, merger or consolidation of the Corporation, but excluding any merger effected primarily for the purpose of transferring the domicile of the Corporation) which involves (in a single transaction or series of related transactions) the transfer of more than fifty percent (50%) of the voting power attached to all of the capital shares of the Corporation and **"Sale"** means the sale, lease, transfer or disposal of all or substantially all of the assets of the Corporation.

1.8 Adjustment for Dilutive Issuance. In the event of any adjustment or readjustment of the Conversion Price of the Series C Preferred Stock of the Parent pursuant to and in accordance with Article Fourth, Section B, Subsection 4.4 of the Articles of Incorporation of Parent, the Class C Conversion Price shall be adjusted by multiplying the Class C Conversion Price by the Conversion Price of the Series C Preferred Stock of the Parent following such adjustment and dividing the result by the Conversion Price applicable to Parent's Series C Preferred Stock immediately prior to such adjustment.

1.9 No Impairment; Parity with Series C Preferred Stock of the Parent.

1.9.1 No Impairment. The Corporation shall not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Section C.1 and in the taking of all such action, as may be necessary or appropriate in order to protect the Conversion Rights of the Class C Preferred Exchangeable Shares against impairment.

1.9.2 Parity with Series C Preferred Stock of Parent. Notwithstanding anything herein to the contrary, it is the intention of the Corporation and its shareholders that each share of Class C Preferred Exchangeable Shares be convertible into exchangeable shares of the Corporation which parallel in all respects, and provide the holders of Class C Preferred Exchangeable Shares upon conversion with the economic equivalent of, the securities and other consideration into which the Series C Preferred Stock of the Parent is convertible in accordance with the Articles of Incorporation of Parent. In furtherance of the foregoing, the Corporation shall adjust the Conversion Price and the securities or other consideration issuable upon conversion of the Class C Preferred Exchangeable Shares as is necessary to provide such economic and voting equivalence, notwithstanding that any such adjustment may not be expressly required by the provisions of Subsections 1.5, 1.6, 1.7 or 1.8.

1.10 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class C Conversion Price of the Class C Preferred Exchangeable Shares pursuant to this Section C.1, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class C Preferred Exchangeable Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Class C Preferred Exchangeable Shares, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Class C Conversion Price in effect at the time and (iii) the number of Common Exchangeable Shares and the amount, if any, of other property which at the time would be received upon the conversion of each Class C Preferred Exchangeable Share.

1.11 Closing of Books. The Corporation shall at no time close its transfer books against the transfer of any Class C Preferred Exchangeable Shares or of any Common Exchangeable Shares issued or issuable upon the conversion of any Class C Preferred Exchangeable Shares in any manner which interferes with the timely conversion or transfer of such Class C Preferred Exchangeable Shares or Common Exchangeable Shares.

1.12 Validity of Shares. The Corporation agrees that it will from time to time take all such actions as may be required to assure that all Common Exchangeable Shares which may be issued upon conversion of any Class C Preferred Exchangeable Shares will, upon issuance, be legally and validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the issue thereof.

1.13 Withholding. Notwithstanding any provision hereof, upon conversion of any outstanding shares of the Corporation in accordance with the terms hereof, the Corporation may, in its sole discretion, withhold a number of shares issuable upon such conversion (or other consideration otherwise payable upon such conversion) which it deems sufficient, in its sole and absolute discretion, to satisfy any and all of its withholding obligations under applicable law.

2. Voting Rights. The holders of the Class C Preferred Exchangeable Shares shall not be entitled to any voting rights with respect to the Corporation. Notwithstanding the foregoing, no provision of this Section C shall be amended or modified (whether by amendment, restatement, merger, consolidation or otherwise) without the approval of the holders of a majority of the outstanding Class C Preferred Exchangeable Shares, voting as a separate class.

3. Dividends. From and after the date of issuance of any Class C Preferred Exchangeable Shares, the holders of such Class C Preferred Exchangeable Shares shall be entitled, when, as and if declared by the Board of Directors of the Corporation, consistent with applicable law, on each outstanding Class C Preferred Exchangeable Share, to cash dividends and distributions out of funds of the Corporation lawfully available for that purpose. The Corporation shall not declare, pay or set aside any dividends on Common Exchangeable Shares unless the holders of the Class C Preferred Exchangeable Shares then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding Class C Preferred Exchangeable Share in an amount at least equal to the product of (i) the dividend payable on each share of such class or series determined, if applicable, as if all such shares of such class or series had been converted into Common Exchangeable Shares and (ii) the number of shares of Common Exchangeable Shares issuable upon conversion of one Class C Preferred Exchangeable Share, in each case calculated on the record date for determination of holders entitled to receive such dividend.

4. Liquidation Rights. Upon any liquidation, dissolution or winding-up of the affairs of the Corporation, whether voluntary or involuntary, the Corporation shall deliver, or cause to be delivered, subject to the provisions of Section D hereof, to the holders of Class C Preferred Exchangeable Shares, the Exchangeable Share Consideration, it being understood that they shall not be entitled to receive any other amount or be entitled to any of the otherwise remaining property of the Corporation.

5. Waiver. Any of the rights, powers or preferences of the holders of Class C Preferred Exchangeable Shares set forth herein may be defeased and waived upon a Preferred Holders Approval.

D. DEFINITIONS

1. "Affiliate" means, with respect to any holder of Class C Preferred Exchangeable Shares, any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

2. **"Acquisition"** shall have the meaning ascribed thereto in Section C.1.7.
3. **"Articles of Incorporation of Parent"** means the Amended and Restated Articles of Incorporation of Parent, as may be amended from time to time in accordance with the provisions thereof.
4. **"Automatic Put Event"** shall have the meaning ascribed thereto in the Put and Support Agreement.
5. **"Business Day"** means any day other than a Saturday, Sunday or any other day on which the national or state banks located in the State of Florida are authorized to be closed.
6. **"Class C Conversion Price"** shall have the meaning ascribed thereto in Section C.1 hereof.
7. **"Class C Original Issue Date"** means the date on which the first Class C Preferred Exchangeable Share was issued.
8. **"Class C Original Issue Price"** shall have the meaning ascribed thereto in the Stock Purchase Agreement.
9. **"Conversion Rights"** shall have the meaning ascribed thereto in Section C.1 hereof.
10. **"Convertible Securities"** means evidences of indebtedness, shares or other securities that are convertible into or exchangeable for, with or without payment of additional consideration, Common Exchangeable Shares.
11. **"Effective Date"** means the date as of which these Articles of Incorporation become effective.
12. **"Exchangeable Share Consideration"** shall have the meaning ascribed thereto in the Put and Support Agreement.
13. **"Exchangeable Shares"** means any or all of the Common Exchangeable Shares or the Class C Preferred Exchangeable Shares.
14. **"Holder of Exchangeable Shares"** shall have the meaning ascribed thereto in the Put and Support Agreement.
15. **"Mandatory Conversion Date"** shall have the meaning ascribed thereto in Section C.1.4 hereof.
16. **"Optional Conversion Date"** shall have the meaning ascribed thereto in Section C.1.3 hereof.
17. **"Parent"** means Prioria Robotics Holdings, Inc., a Florida corporation.

18. **"Preferred Holders Approval"** means the affirmative consent or vote of the holders of at least a majority of the Series C Preferred Stock and the Special Voting Preferred Stock of Parent then outstanding, voting together as a single class and assuming (i) conversion of shares of the Series C Preferred Stock into shares of Class A Common Stock of Parent, and (ii) conversion of shares of the Special Voting Preferred Stock as if each share of Special Voting Preferred Stock were a share of Series C Preferred Stock of Parent

19. **"Put and Support Agreement"** means that certain Put and Support Agreement to be entered into concurrently with the execution of the Stock Purchase Agreement by and among the Corporation, Parent and each Holder of Exchangeable Shares.

20. **"Sale"** shall have the meaning ascribed thereto in Section C.1.7.

21. **"Special Redemption Right"** shall have the meaning ascribed thereto in Section D.1.1 hereof.

22. **"Stock Purchase Agreement"** means that certain Stock Purchase Agreement dated on or about December 19, 2011 by and among the Corporation, Parent and the purchasers named therein.

23. **"Stock Purchase Rights"** means any warrants, options or other rights to subscribe for, purchase or otherwise acquire Common Exchangeable Shares or any Convertible Securities.

ARTICLE V ADDRESS

The address of the registered office of the Corporation in the State of Florida is 104 North Main Street, Suite 300, Gainesville, FL 32601, in the City of Gainesville, County of Alachua. The name of its registered agent at such address is Jason Grzywna. The address of the principal office of the Corporation is 104 North Main Street, Suite 300, Gainesville, FL 32601.

ARTICLE VI DIRECTORS

The number of Directors of the Corporation shall be fixed in accordance with the Bylaws of the Corporation.

ARTICLE VII BYLAWS

The power to adopt, alter, amend or repeal the Bylaws shall be vested in the Board of Directors of the Corporation, subject to the power of the shareholders of the Corporation to repeal, alter, or amend any of the Bylaws adopted by the Board. The shareholders of the Corporation reserve the power to adopt Bylaws and to prescribe in any Bylaws that such Bylaws shall not be altered, amended, or repealed by the Board.

ARTICLE VIII DIRECTOR LIABILITY

No Director of the Corporation shall have personal liability arising out of an action whether by or in the right of the Corporation or otherwise for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not limit or eliminate the liability of a director (i) for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the applicable provisions of the Florida General Corporation Act or any successor provision, (iv) for any transaction from which such Director derived an improper personal benefit, or (v) acts or omissions occurring prior to the date of the effectiveness of this provision.

Furthermore, notwithstanding the foregoing provision, in the event that the Florida Business Corporation Act is amended or enacted to permit further limitation or elimination of the personal liability of a director, the personal liability of the Corporation's Directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This provision shall not affect any provision permitted under the Florida Business Corporation Act, in the Corporation's Articles of Incorporation, as amended from time to time, the Bylaws of the Corporation, as amended from time to time, or contract or resolution of the Corporation indemnifying or agreeing to indemnify a Director against personal liability. Any repeal or modification of this provision shall not adversely affect any limitation hereunder on the personal liability of the Director with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE IX AMENDMENT

The Articles may be amended in the manner provided by law.