

P120000023369

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H14000018560 3)))



H140000185603ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM  
Account Number : FCA000000023  
Phone : (850) 222-1092  
Fax Number : (850) 878-5368

9029077  
FILED STATE  
DIVISION OF CORPORATIONS  
14 JAN 23 PM 9:15

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

RECEIVED

14 JAN 23 AM 8:14

STATE OF FLORIDA  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

COR AMND/RESTATE/CORRECT OR O/D RESIGN  
PROLOGIC CONSUMER MARKETING SERVICES INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$43.75

CC  
Amended  
Restated  
@ 1/24/14

H14000018560 3

FILED  
SECRETARY OF STATE  
14 JAN 23 AM 9:45  
DIVISION OF CORPORATE

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PROLOGIC CONSUMER MARKETING SERVICES INC.**

*Document No. P12000023369*

Pursuant to the provisions of sections 607.1006 and 607.1007, Florida Statutes, ProLogic Consumer Marketing Services Inc., a Florida profit corporation (the "Corporation"), adopts the following amendments and restates its Articles of Incorporation, as amended, in their entirety, as follows:

**FIRST:** The name of the Corporation is ProLogic Consumer Marketing Services Inc. The original Articles of Incorporation were filed with the Florida Department of State on March 8, 2012.

**SECOND:** These Amended and Restated Articles of Incorporation restate and integrate and further amend the provisions of the Corporation's Articles of Incorporation as heretofore amended or supplemented. These Amended and Restated Articles of Incorporation have been duly adopted by the board of directors and sole shareholder of the Corporation in accordance with the provisions of the Florida Business Corporation Act (the "Florida Act").

**THIRD:** The Articles of Incorporation of the Corporation are hereby amended and restated to read in its entirety, as follows:

**ARTICLE I: NAME**

The name of the corporation shall be Prologic Consumer Marketing Services Inc.

**ARTICLE II: PRINCIPAL OFFICE**

The principal place of business and mailing address of the Corporation shall be 1625 South Congress Avenue, Suite 200, Delray Beach, FL 33445.

**ARTICLE III: SHARES**

**Part A. Authorized Capital Stock.**

The total number of shares of capital stock which the Corporation has authority to issue is Fifty Thousand (50,000) shares, consisting of:

(a) Twenty Thousand (20,000) shares of Preferred Stock, Eleven Thousand (11,000) of which are designated as Class A Preferred Stock, with no par value per share (the "Class A Preferred"); and

H14000018560 3

(b) Thirty Thousand (30,000) shares of Common Stock, with no par value per share (the "Common Stock").

Except for the rights, preferences and limitations of the Class A Preferred set forth in Part B of this Article III below, the preferences, limitations and relative rights of Preferred Stock are undesignated. The Board of Directors may designate one or more series or classes within Preferred Stock, and the designation and number of shares within each series or class, and shall determine the preferences, limitations, and relative rights of any shares of Preferred Stock, or of any series or classes of Preferred Stock, before issuance of any shares of that class or series. Preferred Stock, or any series or class thereof, may be designated as common or preferred, and may have rights which are identical to those of Common Stock or any class of Common Stock.

**Part B. Powers, Preferences and Special Rights of the Class A Preferred Stock.**

**Section 1. Dividends.**

(a) General Obligation. Subject to Section 1(d) of this Part B, when and if declared by the Corporation's Board of Directors and to the extent permitted under the Florida Act, the Corporation shall pay preferential dividends to the holders of the Class A Preferred as provided in this Section 1.

(b) Dividend Accumulation. If at any time the Board of Directors declares a dividend on the shares of Class A Preferred and there exists insufficient funds to legally pay such dividend, the amounts so declared shall be accumulated and shall remain accumulated dividends with respect to such share of Class A Preferred until paid to the holder thereof.

(c) Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Class A Preferred, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued but unpaid dividends on the shares held by each such holder.

**Section 2. Liquidation.** Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Class A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Junior Stock, an amount in cash equal to the aggregate Liquidation Value of all Class A Preferred shares held by such holder, plus all other declared and unpaid dividends thereon, and the Class A Preferred shares shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Class A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section 2, then the entire assets available to be distributed to the Corporation's shareholders shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (including all accrued and unpaid dividends) of the Class A Preferred held by each such holder. Not less than twenty (20) days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of Class A Preferred, setting forth in reasonable detail the

H14000018560 3

amount of proceeds to be paid with respect to each share of Class A Preferred and each share of Common Stock in connection with such liquidation, dissolution or winding up.

**Section 3. Priority of Class A Preferred on Dividends and Redemptions.** So long as any Class A Preferred remains outstanding, without the prior written consent of a majority of the then outstanding shares of Class A Preferred, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Stock, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Stock; provided that the Corporation may repurchase shares of Common Stock from present or former employees of the Corporation or its Subsidiaries in accordance with the provisions of any employment agreements or other agreements with such persons, or may purchase Junior Stock held by them through exercise of rights under any stock option plan of the Corporation.

**Section 4. Redemptions.**

(a) Optional Redemptions. The Corporation may at any time and from time to time redeem all or any portion of the shares of Class A Preferred then outstanding. Upon any such redemption, the Corporation shall pay a price per share equal to the Liquidation Value thereof, plus all other accrued and unpaid dividends.

(b) Redemption After Public Offering. The Corporation shall, at the request (by written notice given to the Corporation) of the holders of a majority of the Class A Preferred, apply the net cash proceeds from any Public Offering remaining after deduction of all discounts, underwriters' commissions and other reasonable expenses to redeem shares of Class A Preferred at a price per share equal to the Liquidation Value thereof (including all accrued and unpaid dividends thereon). Such redemption shall take place on a date fixed by the Corporation, which date shall be not more than five (5) days after the Corporation's receipt of such proceeds. If the funds of the Corporation legally available for redemption of such shares of Class A Preferred are insufficient to redeem the total number of shares of Class A Preferred to be redeemed on such date, then any shares of Class A Preferred not redeemed shall automatically be converted pursuant to Section 5 hereof.

(c) Redemption Payments. For each share of Class A Preferred which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such share) an amount in immediately available funds equal to the Liquidation Value of such share, plus all other accrued and unpaid dividends thereon. If the funds of the Corporation legally available for redemption of shares of Class A Preferred on any Redemption Date are insufficient to redeem the total number of shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of shares of Class A Preferred pro rata among the holders of the shares of Class A Preferred to be redeemed based upon the aggregate Liquidation Value of such shares held by each such holder, plus all other accrued and unpaid dividends thereon. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Class A Preferred, such funds shall immediately be used to redeem the balance of the shares of

H14000018560 3

Class A Preferred which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(d) Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any shares of Class A Preferred to each record holder thereof not more than sixty (60) nor less than five (5) days prior to the date on which such redemption is to be made. In case fewer than the total number of shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed shares shall be issued to the holder thereof without cost to such holder within five (5) days after surrender of the certificate representing the redeemed shares.

(e) Determination of the Number of Each Holder's Shares to be Redeemed. The number of shares of Class A Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of shares determined by multiplying the total number of shares to be redeemed times a fraction, the numerator of which shall be the total number of shares then held by such holder and the denominator of which shall be the total number of shares then outstanding.

(f) Redeemed or Otherwise Acquired Shares. Any shares of Class A Preferred which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.

(g) Other Redemptions or Acquisitions. The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any shares of Class A Preferred, except as expressly authorized herein.

(h) Special Redemptions.

(i) If a Change in Ownership has occurred or the Corporation obtains knowledge that a Change in Ownership is proposed to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the material terms and date of consummation thereof to each holder of Class A Preferred, but in any event such notice shall not be given later than three (3) days prior to the occurrence of such Change in Ownership, and the Corporation shall give each holder of Class A Preferred prompt written notice of any material change in the terms or timing of such transaction. The holder or holders of a majority of the Class A Preferred then outstanding may require the Corporation to redeem all of the Class A Preferred owned by all holders at a price per share equal to the Liquidation Value thereof, plus all other accrued and unpaid dividends thereon, by giving written notice to the Corporation of such election prior to the later of (i) thirty (30) days after receipt of the Corporation's notice, or (ii) two (2) days prior to the consummation of the Change in Ownership (the "Expiration Date").

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares Class A Preferred specified therein on the later of (i) the occurrence of the Change in Ownership, or (ii) five (5) days after the Corporation's receipt of such election(s). If any proposed Change in Ownership does not occur, all requests for redemption in

H14000018560 3

connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, the holders of a majority of the Class A Preferred may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

The term "Change in Ownership" means any sale, transfer or issuance or series of sales, transfers and/or issuances of Common Stock by the Corporation or any holders thereof which results in any Person or group of Persons (as the term "group" is used under the Securities Exchange Act of 1934), other than the holders of Common Stock and Class A Preferred as of the date immediately preceding such sale, transfer or issuance (or series thereof), owning more than fifty percent (50%) of the Common Stock outstanding at the time of such sale, transfer or issuance or series of sales, transfers and/or issuances.

(ii) If a Fundamental Change is proposed to occur, the Corporation shall give written notice of such Fundamental Change describing in reasonable detail the material terms and date of consummation thereof to each holder of Class A Preferred not more than sixty (60) days nor less than twenty (20) days prior to the consummation of such Fundamental Change, and the Corporation shall give each holder of Class A Preferred prompt written notice of any material change in the terms or timing of such transaction. The holder or holders of a majority of the shares of Class A Preferred then outstanding, may require the Corporation to redeem all of the Class A Preferred owned by all holders at a price per share equal to the Liquidation Value thereof, plus all other accrued and unpaid dividends thereon, by giving written notice to the Corporation of such election prior to the later of (i) ten (10) days prior to the consummation of the Fundamental Change, or (ii) ten (10) days after receipt of notice from the Corporation.

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares specified therein upon the consummation of such Fundamental Change. If any proposed Fundamental Change does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, the holders of a majority of the Class A Preferred may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

The term "Fundamental Change" means (i) any sale or transfer of more than fifty percent (50%) of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Corporation's Board of Directors) in any transaction or series of transactions (other than sales in the ordinary course of business), and (ii) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation, and pursuant thereto the terms of the Class A Preferred are not changed and the Class A Preferred is not exchanged for cash, securities or other property, and after giving effect to such merger, the holders of the Corporation's outstanding capital stock possessing a majority of the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors immediately prior to the merger shall continue to own the Corporation's

H14000018560 3

outstanding capital stock possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors.

**Section 5. Conversion of Class A Preferred.**

(a) Conversion Right. If following any Public Offering the funds of the Corporation legally available for redemption of shares are insufficient to redeem the total number of shares of Class A Preferred to be redeemed pursuant to Section 4(b) hereof on such date, then any shares of Class A Preferred not redeemed shall automatically be converted into a number of Conversion Shares computed by dividing the Liquidation Value thereof, plus all other accrued and unpaid dividends thereon, by the IPO Price. Any automatic conversion shall be effective without any action on the part of the holder of Class A Preferred upon not less than two (2) days prior written notice of the automatic conversion delivered by the Corporation to all holders of Class A Preferred.

(b) Effectiveness. Except as otherwise provided herein, any conversion of shares of Class A Preferred shall be deemed to have been effected as of the consummation of a Public Offering, whether or not the certificate or certificates representing the Class A Preferred to be converted have been surrendered for conversion at the principal office of the Corporation. To the extent the certificate or certificates representing the shares of the Class A Preferred to be converted have not been surrendered for conversion prior to the effective date of conversion, the holder of such Class A Preferred shall surrender for conversion such certificate or certificates at the principal office of the Corporation after the effective date of conversion. At the time any such conversion has been effected, the rights of the holder of such Class A Preferred (as such a holder) shall cease and the Person or Persons in whose name or names Conversion Shares are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the Conversion Shares represented thereby.

(c) Record Books; Filings. The Corporation shall not close its books against the transfer of Class A Preferred or of Conversion Shares issued or issuable upon conversion of Class A Preferred in any manner which interferes with the timely conversion of Class A Preferred. The Corporation shall assist and cooperate with any holder of shares of Class A Preferred required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares hereunder (including, without limitation, making any filings required to be made by the Corporation).

(d) Fractional Shares. If any fractional interest in Conversion Shares would, except for the provisions of this Section 5(d), be deliverable upon any conversion of the Class A Preferred, the Corporation, in lieu of delivering the fractional share therefor, shall pay in cash an amount to the holder thereof equal to the IPO Price of such fractional share as of the date of conversion.

(e) Certificates. The issuance of certificates for Conversion Shares upon conversion of Class A Preferred shall be made without charge to the holders of such Class A Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Shares. Upon

H14000018560 3

conversion of each Class A Preferred, the Corporation shall take all such actions as are necessary in order to insure that the Conversion Shares issuable with respect to such conversion shall be validly issued, fully paid and nonassessable. All Conversion Shares which are issuable upon conversion of the Class A Preferred shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all liens and charges.

**Section 6. Voting Rights.** Except as otherwise provided herein and as otherwise required by applicable law, the Class A Preferred shall be entitled to one (1) vote per share on all matters to be voted on by the shareholders of the Corporation and matters shall be passed by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

**Section 7. Registration of Transfer.** The Corporation shall keep at its principal office a register for the registration of Class A Preferred. Upon the surrender of any certificate representing Class A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Class A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Class A Preferred represented by the surrendered certificate.

**Section 8. Replacement.** Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Class A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Class A Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

**Section 9. Definitions.**

"Change in Ownership" has the meaning set forth in Section 4(h)(i) hereof.

"Common Stock" means, collectively, the Corporation's Common Stock and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in



H14000018560 3

dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Conversion Shares" means the Corporation's Common Stock; provided that if there is a change such that the securities issuable upon conversion of the Class A Preferred are issued by an entity other than the Corporation or there is a change in the class of securities so issuable, then the term "Conversion Share" shall mean one share of the security issuable upon conversion of the Class A Preferred if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

"Fundamental Change" has the meaning set forth in Section 4(h)(ii) hereof.

"IPO Price" means the price at which the common equity securities of the Corporation are offered to the public pursuant to the initial Public Offering.

"Junior Stock" means any capital stock or other equity securities of the Corporation, except for the Class A Preferred.

"Liquidation Value" of each share of Class A Preferred Stock shall initially be equal to One Thousand Dollars (\$1,000.00), but may be modified from time to time by resolution of the Board of Directors to reflect return of capital in respect of such shares or additional capital contribution in respect of such shares.

"Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

"Redemption Date" as to any share means the date specified in the notice of any redemption at the Corporation's option or at the holder's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such share (including all accrued and unpaid dividends thereon and any required premium with respect thereto) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company,

H14000018560 3

partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

**Section 10. Amendment and Waiver.** No amendment, modification or waiver shall be binding or effective with respect to any provision hereof without the prior written consent of the holders of a majority of the Class A Preferred outstanding at the time such action is taken.

**Section 11. Notices.** Except as otherwise expressly provided hereunder, all notices 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 shareholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

**Part C. Powers, Preferences and Special Rights of the Common Stock.**

Except as otherwise provided in this Part C or as otherwise required by applicable law, all shares of Common Stock, shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions.

**Section 1. Voting Rights.** Except as otherwise provided herein and as otherwise required by applicable law, the holders of Common Stock shall be entitled to one (1) vote per share on all matters to be voted on by the shareholders of the Corporation and matters shall be passed by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

**Section 3. Dividends.** As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to receive such dividends pro rata at the same rate per share. The rights of the holders of Common Stock to receive dividends are subject to the provisions of the Class A Preferred.

**Section 4 Liquidation.** Subject to the provisions of the Class A Preferred, the holders of the Common Stock shall be entitled to participate pro rata at the same rate per share in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

**Section 5 Registration of Transfer.** The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the

H14000018560 3

registration of shares of Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate and the Corporation shall forthwith cancel such surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

**Section 6 Replacement.** Upon receipt of evidence reasonably satisfactory to the Corporation (provided, that an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

**Section 7 Notices.** All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive offices, and (ii) to any shareholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

**Section 8 Amendment and Waiver.** No amendment or waiver of any provision of this Part C shall be effective without the prior consent of the holders of a majority of the then outstanding shares of Common Stock voting as a single class.

#### ARTICLE IV: REGISTERED AGENT

The name and address of the registered agent is NRAI Services, Inc., 515 E. Park Avenue, Tallahassee, Florida 32301.

#### ARTICLE V: PREEMPTIVE RIGHTS

No holder of any of the shares of the Corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the Corporation may issue or sell, whether or not such shares are exchangeable for any shares of the Corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Articles of Incorporation of the Corporation as originally filed, or by any amendment thereof, or

H14000018560 3

out of shares of the Corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the Corporation, as such holder, have any right to purchase or subscribe for any obligations which the Corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the Corporation of any class or classes, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the Corporation any shares of any class or classes.

#### ARTICLE VI: PURPOSE

The Corporation is organized to engage in any or all lawful business for which corporations may be incorporated under the provisions of the Florida Statutes.

#### ARTICLE VII: DURATION

The period of duration of the Corporation is perpetual.

#### ARTICLE VIII: INDEMNIFICATION

The Corporation shall, to the fullest extent legally permissible under the provisions of the Florida Act, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by them in connection with any action, suit or other proceeding in which they may be involved or with which they may be threatened, or other matters referred to in or covered by said provisions both as to action in their official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the Corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

FOURTH: The amendment does not provide for an exchange, reclassification or cancellation of any issued shares.

FIFTH: The foregoing amendments to the Articles of Incorporation were adopted on January 23, 2014 by the sole shareholder and the board of directors of the Corporation.

**PROLOGIC CONSUMER MARKETING  
SERVICES INC.**

1/22/14  
Date signed

By: mg/k  
Name: George Kase  
Title: Director

H14000018560 3