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Florida Department of State
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TALLAHASSEE, FLORIDA

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
THE DAILY HUNDRED, INC.**

Certificate of Status	0
Certified Copy	0
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September 6, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THE DAILY HUNDRED, INC.
5214 SW 91 WAY
SUITE 220
GAINESVILLE, FL 32608

SUBJECT: THE DAILY HUNDRED, INC.
REF: P12000039337

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

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Annette Ramsey
Regulatory Specialist II

FAX Aud. #: H13000198736
Letter Number: 813A00021102

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE DAILY HUNDRED, INC.**

FILED
2013 SEP -6 AM 10: 21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Daily Hundred, Inc., a corporation organized and existing under the laws of the State of Florida (the "*Corporation*"), hereby certifies as follows:

FIRST. The name of the corporation under which its Articles of Incorporation was filed is The Daily Hundred, Inc. The date of filing of its original Articles of Incorporation with the Secretary of State was April 26, 2012.

SECOND. This Amended and Restated Articles of Incorporation (this "Certificate") amends, restates and integrates the provisions of the Articles of Incorporation of said corporation and has been duly adopted by all of the Directors and the majority vote of the holders of all of the outstanding stock entitled to vote thereon in accordance with the provisions of Sections 607.0821 and 607.0704 of the General Corporation Law of the State of Florida (the "*Corporation Law*").

THIRD. The text of the Amended and Restated Articles of Incorporation is hereby restated to read herein as set forth in full:

ARTICLE I

The name of the corporation is The Daily Hundred, Inc. (the "*Corporation*").

ARTICLE II

The principal office and mailing address of the Corporation and the address of the corporation's registered office is 217 North 12th Street, Unit 102, Tampa, Florida 33602. The name of its registered agent at such address is Nicholas Haase.

ARTICLE III

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Corporation Law.

ARTICLE IV

A. Authorization. The aggregate number of shares of all classes of stock which the Corporation shall have authority to issue is 190,824,344 such shares being designated as follows: (i) 147,912,172 shares of common stock, no par value (the "*Common Stock*"), and (ii)

42,912,172 shares of preferred stock, par value \$0.001 per share (the "**Preferred Stock**"), 42,912,172 shares of which are designated Series A Convertible Preferred Stock (the "**Series A Preferred Stock**"). The Common Stock and the Series A Preferred Stock shall have the following designations, preferences, rights, qualifications, limitations and restrictions set forth in Sections B and C, respectively, of this Article IV. The Preferred Stock not otherwise designated as Series A Preferred Stock may be issued from time to time in one or more classes or series.

B. Common Stock.

1. **Dividends and Distributions.** Subject to the provisions of this Article IV, including Section IV.C.2 and IV.C.6, the holders of shares of Common Stock shall be entitled to receive such dividends and distributions, payable in cash or otherwise, as may be declared thereon by the Board of Directors of the Corporation (the "**Board**") from time to time out of assets or funds of the Corporation legally available therefor. The holders of shares of Common Stock shall be entitled to share equally, on a per share basis, in such dividends or distributions, subject to the limitations described below.

2. **Voting.** Each holder of Common Stock shall be entitled to vote on each matter (a) expressly required by the Corporation Law or (b) otherwise submitted to a vote of the stockholders of the Corporation, including the election of directors, except for matters subject to a separate class vote by one or more classes and/or series of capital stock of the Corporation other than Common Stock to the extent such separate class vote is required by the Corporation Law or this Certificate. Each such holder shall be entitled to one vote per share of Common Stock on each matter to be voted on by such stock.

3. **Liquidation.** After the payments to holders of Series A Preferred Stock pursuant to Section IV.C.3.1.1, the holders of Common Stock shall be entitled to liquidation distributions, if any, *pari passu* with holders of Series A Preferred Stock pursuant to Section IV.C.3.1.2.

C. Preferred Stock. A total of 42,912,172 shares of the Corporation's Preferred Stock shall be designated the Series A Preferred Stock, which shares have the voting powers, designations, preferences and other special rights, and qualifications, limitations and restrictions thereof set forth below:

1. **Rank.** The Series A Preferred Stock shall rank (a) senior to (i) the Common Stock, (ii) any other class or series of capital stock of the Corporation either specifically ranking by its terms junior to the Series A Preferred Stock or not specifically ranking by its terms senior to or on parity with the Series A Preferred Stock (the "**Junior Stock**"), (b) on parity with any class or series of capital stock of the Corporation specifically ranking by its terms on parity with the Series A Preferred Stock (the "**Parity Stock**") and (c) junior to any class or series of capital stock of the Corporation specifically ranking by its terms senior to the Series A Preferred Stock (the "**Senior Stock**"), in each case, as to payment of dividends, distributions of assets upon a Liquidation (as defined in Section IV.C.4.1.1) or Liquidity Event (as defined below) or otherwise.

2. Dividends.

2.1. Series A Dividends. The Series A Preferred Stock has been issued on the date hereof (the "*Series A Issue Date*") at a price of \$0.023411361 per share (the "*Series A Issue Price*"). The holders of shares of Series A Preferred Stock (each, a "*Series A Holder*" and, collectively, the "*Series A Holders*") shall not be entitled to receive any dividends except Participating Dividends as set forth below.

2.2. Participating Dividends. Notwithstanding anything to the contrary contained herein, in the event the Corporation shall make or Issue, or shall fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution with respect to the Common Stock payable in cash, securities of the Corporation other than shares of Common Stock, or other assets, then, and in each such event, the Series A Holders shall receive, at the same time such distribution is made with respect to Common Stock, the cash, securities or such other assets of the Corporation which such holders would have received had their shares of Series A Preferred Stock been converted into Common Stock, in the manner hereinafter set forth, immediately prior to the record date for determining holders of Common Stock entitled to receive such distribution.

2.3. Adjustments. All numbers relating to the calculation of dividends pursuant to this Section IV.C.2 shall be subject to appropriate adjustment whenever there shall occur a stock split, combination, reclassification or other similar event involving or affecting a change in the Corporation's capital structure to provide to the Series A Holders the same economic return as they would have received in the absence of such event.

3. Liquidation, Dissolution and Winding Up.

3.1. Treatment at Liquidation, Dissolution or Winding Up.

3.1.1. Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of its insolvency (each such event is referred to herein as a "*Liquidation*"), the Series A Holders shall be entitled to be paid out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes, whether such assets are capital, surplus or earnings ("*Available Assets*"), before any distribution or payment is made to any holders of Junior Stock, an amount per share of Series A Preferred Stock equal to two times the Series A Issue Price (the "*Series A Liquidation Preference*"). If, upon Liquidation, the Available Assets shall be insufficient to pay the full amount of the Series A Liquidation Preference, the Series A Holders shall share ratably in any distribution of Available Assets pro rata in proportion to the respective Series A Liquidation Preference which would otherwise be payable upon a Liquidation with respect to the outstanding shares of the Series A Preferred Stock if the Series A Liquidation Preference payable with respect to such shares were paid in full.

3.1.2. Participation Rights. After the Series A Liquidation Preference has been paid in full, the remaining Available Assets, if any, shall be distributed among the holders of Common Stock and Series A Preferred Stock in proportion to the number of shares of Common Stock then held by holders of Common Stock and the number of shares of

Common Stock which the Series A Holders would then have the right to receive assuming conversion of such shares of Series A Preferred Stock held by them into shares of Common Stock pursuant to Section IV.C.5.

3.2. Treatment of Liquidity Event.

3.2.1. Transaction Payment. At least ten (10) business days prior to the consummation of a Liquidity Event (as defined below), the Corporation and the other holders of shares of capital stock of the Corporation, to the extent a party to such event, shall provide the Series A Holders written notice of such event (the "*Event Notice*"). Unless the holders of a Supermajority Interest (as defined below) of the Series A Preferred Stock deliver a notice to the Corporation within five (5) business days after receipt of an Event Notice stating that such Liquidity Event shall not be treated as a Liquidation, a Liquidity Event shall be deemed to have been elected by such holders to be treated as a Liquidation in which case the Corporation shall, and each Series A Holder shall be entitled to require that, prior to or concurrently with consideration from any such Liquidity Event being paid to the Corporation (if the consideration is to be received by the Corporation in an asset transaction), or by any third party to stockholders of the Corporation other than holders of Series A Preferred Stock (if the consideration is to be received directly by such stockholders in a merger, consolidation or stock purchase transaction), a payment (the "*Transaction Payment*") shall be made to the Series A Holders equal to the amount that the Series A Holders would have received had the entire consideration in the transaction (with respect to a Liquidity Event involving the sale of all or substantially all the assets of the Corporation, net of any liabilities of the Corporation not assumed or otherwise paid by the acquiring entity) been deemed Available Assets for distribution to the stockholders of the Corporation upon liquidation pursuant to Section IV.C.3.1.

3.2.2. Partial Sale or Transfer. If the Liquidity Event involves the sale or transfer of fewer than all of the shares or assets of the Corporation, the aggregate consideration shall be appropriately increased as if all of the shares or assets had been sold (such amount to be calculated to reflect, in a partial asset sale, the value of assets not transferred and in a partial sale of the shares of the Corporation, the value of the shares not transferred, including with respect to the shares of Series A Preferred Stock, their rights and priorities established herein).

3.2.3. Payment of Transaction Payment. Except as provided in the immediately succeeding sentence, the Transaction Payment shall be paid in cash. If securities of the acquiring entity (the "*Acquiring Entity Stock*") are Issued to the holders of the Corporation's Common Stock in the Liquidity Event, the Transaction Payment shall be paid in such portions of cash and Acquiring Entity Stock as shall be determined by the holders of a Supermajority Interest of the Series A Preferred Stock, in their sole discretion. The Acquiring Entity Stock utilized to make the Transaction Payment, if any, shall have the same rights, preferences and restrictions (including whether the issuance or sale of such Acquiring Entity Stock is registered or entitled to registration rights under the Securities Act of 1933, as amended) as the Acquiring Entity Stock issued to the holders of Common Stock in the Liquidity Event. If the Acquiring Entity Stock is valued by the parties to the Liquidity Event, the value so agreed upon shall control for purposes of determining that amount of the entire consideration in the transaction, Transaction Payment and the payment thereof. If the Acquiring Entity Stock is not

so valued, the value determined in good faith by the Board as the fair value of such stock shall control for purposes of determining the amount of the entire consideration in the transaction, the Transaction Payment and the payment thereof. Upon the payment in full of the Transaction Payment, the shares of Series A Preferred Stock shall be deemed cancelled and shall no longer be outstanding and the holders of such shares shall have no further rights in respect thereof.

4. Voting Rights.

4.1. General. In addition to the specific voting rights of the Series A Preferred Stock provided in this Section IV.C.4, each Series A Holder shall be entitled to vote together with the Common Stock and all other Series and classes of stock permitted to vote with the Common Stock on all matters submitted to a vote of the holders of the Common Stock (including election of directors) in accordance with the provisions of this Section IV.C.4, except with respect to matters in respect of which one or more other classes of Common Stock is entitled to vote as a separate class under the Florida General Corporation Law or the provisions of this Certificate. Each Series A Holder shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation at the same time and in the same manner as notice is given to all other stockholders entitled to vote at such meetings. For each vote in which the Series A Holders are entitled to participate, each Series A Holder shall be entitled to that number of votes per share to which such holder would have been entitled had each share of Series A Preferred Stock held by such Series A Holder then been converted into shares of Common Stock pursuant to the provisions of Section IV.C.5.1.1, at the record date for the determination of those holders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited.

4.2. Election of Directors. For so long as the Series A Preferred Stock is outstanding, the Series A Holders voting as a separate class shall be entitled to elect one (1) member (the "*Series A Director*") of the Board at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office any directors elected pursuant to this Section IV.C.4.2 and to fill any vacancy caused by the death, resignation or removal of such directors.

5. Conversion. The Series A Holders shall have the following rights and be subject to the following obligations with respect to the conversion of such shares into shares of Common Stock.

5.1. Right to Convert.

5.1.1. Subject to and in compliance with the provisions of this Section IV.C.5, each share of Series A Preferred Stock may, at the option of the holder thereof, be converted at any time and from time to time into fully-paid and non-assessable shares of Common Stock at the Conversion Rate (as defined in Section IV.C.5.1.2) in effect from time to time. The number of shares of Common Stock which a Series A Holder shall be entitled to receive upon conversion shall be equal to the product obtained by multiplying (a) the number of shares of Series A Preferred Stock being converted at any time by (b) the Conversion Rate (as defined in Section IV.C.5.1.2) then in effect.

5.1.2. The "*Conversion Rate*" in effect at any time shall be the quotient obtained by dividing the Series A Issue Price by the Conversion Price then in effect. The initial "*Conversion Price*," subject to adjustment in accordance with this Section IV.C.5, shall be equal to \$0.023411361.

5.2. Automatic Conversion. All outstanding shares of Series A Preferred Stock shall automatically convert to shares of Common Stock in accordance with the terms set forth in Section IV.C.5.1 immediately prior to the consummation of a Qualified Public Offering (a "*Mandatory Conversion Event*").

5.3. Anti-Dilution Adjustments.

5.3.1. Adjustment of Price Upon Issuance of Shares of Common Stock. Except as provided in Section IV.C.5.3.2, while there are any shares of Series A Preferred Stock outstanding, if and whenever the Corporation shall Issue, or is, in accordance with Sections IV.C.5.3.1(a) through IV.C.5.3.1(g) below, deemed to have Issued, any shares of Common Stock for no consideration or a consideration per share less than the Conversion Price in effect immediately prior to the time of such Issuance or, as to Common Stock Equivalents (as defined below), Net Consideration Per Share (as defined below) less than the Conversion Price in effect immediately prior to the time of such Issuance, then, forthwith upon such Issue or sale, the Conversion Price shall be reduced to the price determined by multiplying such Conversion Price by the following fraction:

$$\frac{N(0) + N(1)}{N(0) + N(2)}$$

Where:

N(0) = the number of shares of Common Stock outstanding immediately prior to the Issuance of such additional shares of Common Stock or Common Stock Equivalents (calculated on a Fully-Diluted Basis).

N(1) = the number of shares of Common Stock which the aggregate consideration, if any, (including the aggregate Net Consideration Per Share with respect to the issuance of Common Stock Equivalents) received or receivable by the Corporation for the total number of such additional shares of Common Stock so Issued or deemed to be Issued would purchase at the Conversion Price in effect immediately prior to such issuance.

N(2) = the number of such additional shares of Common Stock so Issued or deemed to be Issued.

The provisions of this Section IV.C.5.3.1 may be waived as to all shares of Series A Preferred Stock in any instance upon the written agreement of the holders of a Supermajority Interest of the Series A Preferred Stock.

For purposes of this Section IV.C.5.3.1, the following Sections IV.C.5.3.1(a) to IV.C.5.3.1(h) shall be applicable:

a. Consideration for Shares. In case any shares of Common Stock or Common Stock Equivalents shall be Issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock or Common Stock Equivalents shall be Issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case Common Stock Equivalents shall be Issued in connection with the Issue of other securities of the Corporation, together comprising one integral transaction in which no special consideration is allocated to such Common Stock Equivalents by the parties thereto, the allocation of the aggregate consideration between such other securities and the Common Stock Equivalents shall be as determined in good faith by the Board.

b. Issuance of Common Stock Equivalents, Expiration of Common Stock Equivalents. The Issuance of any Common Stock Equivalents shall be deemed an Issuance of shares of Common Stock. Any obligation, agreement or undertaking to Issue Common Stock Equivalent at any time in the future shall be deemed to be an Issuance of shares of Common Stock at the time such obligation, agreement or undertaking is made or arises. If, as, and when a Common Stock Equivalent expires or is canceled without being exercised, the Conversion Price effective immediately upon such cancellation or expiration shall be equal to the Conversion Price that would have been in effect (i) had the expired or canceled Common Stock Equivalent not been Issued, and (ii) had the adjustments made to the Conversion Price since the date of Issuance of such Common Stock Equivalent been made to the Conversion Price which would have been in effect had the expired or canceled Common Stock Equivalent not been Issued.

c. Net Consideration Per Share. The "Net Consideration Per Share" which shall be receivable by the Corporation for any shares of Common Stock Issued upon the exercise, exchange or conversion of any Common Stock Equivalents shall mean the amount equal to the total amount of consideration, if any, received by the Corporation for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Corporation upon exercise, exchange or conversion thereof, divided by the aggregate number of shares of Common Stock that would be Issued if such Common Stock Equivalents were exercised, exchanged or converted assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the number of shares of Common Stock ultimately issuable upon exercise, exchange or conversion.

d. Change in Net Consideration Per Share of Common Stock Equivalents. Should the Net Consideration Per Share of any such Common Stock Equivalents be decreased from time to time other than as a result of the application of anti-

dilution provisions triggered by the price/consideration of a subsequent Issuance of Common Stock or Common Stock Equivalents by the Corporation, then, commencing upon, and with respect to, a conversion occurring after the effectiveness of each such change, the Conversion Price shall be that which would have been obtained (i) had the adjustments made pursuant to Section IV.C.5.3.1(b) upon the Issuance of such Common Stock Equivalents been made upon the basis of the new Net Consideration Per Share of such securities, and (ii) had the adjustments made to the Conversion Price since the date of issuance of such Common Stock Equivalent been made to such Conversion Price as adjusted pursuant to clause (i) above.

e. Allocations. In case the Corporation shall make any allocation or other distribution upon any share of the Corporation payable in shares of Common Stock (except for allocations or distributions upon the shares of Common Stock or the shares of Series A Preferred Stock) or Common Stock Equivalents, any shares of Common Stock or Common Stock Equivalents, as the case may be, Issuable in payment of such allocation or distribution shall be deemed to have been Issued or sold for a consideration of \$0.001.

f. Record Date. In case the Corporation shall establish a record date with respect to the holders of its shares of Common Stock for the purpose of entitling them (i) to receive an allocation or other distribution payable in shares of Common Stock or Common Stock Equivalents or (ii) to subscribe for or purchase shares of Common Stock or Common Stock Equivalents, then such record date shall be deemed to be the date of the Issuance of the shares of Common Stock deemed to have been Issued upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

g. Exceptions to Anti-Dilution Adjustments: Basket for Reserved Employee Shares. The anti-dilution adjustments set forth in this Section IV.C.5.3.1 shall not apply under any of the circumstances contemplated in Section IV.C.5.3.2. Further, this Section IV.C.5.3.1 shall not apply with respect to the (i) Issuance or sale of shares of Common Stock or Common Stock Equivalents, to directors, employees and consultants of the Corporation pursuant to any qualified or non-qualified option plan or agreement, purchase plan or agreement, restriction agreement, employee ownership plan, consulting agreement, or such other options, Issuances, arrangements, agreements or plans intended principally as a means of providing compensation for employment or services provided that in each such case such Issuance or sale is approved by the Board (ii) conversion or exercise of convertible or exercisable securities or other Common Stock Equivalents outstanding on the date of original Issuance of the shares of Series A Preferred Stock, or (iii) the Issuance of shares of Common Stock or Common Stock Equivalents in connection with the acquisition of a business approved by the Board, whether by merger, consolidation, sale of assets, exchange of stock or otherwise.

5.3.2. Adjustment Upon Extraordinary Common Stock Event. Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), the Conversion Price of each share of Series A Preferred Stock shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock (outstanding immediately prior to such Extraordinary Common Stock Event and the denominator of which shall be the number of shares of Common Stock outstanding

immediately after such Extraordinary Common Stock Event and the product so obtained shall thereafter be the Conversion Price of the Series A Preferred Stock, which, as so adjusted, shall be readjusted in the same manner upon the happening of any successive Extraordinary Common Stock Event or Events. An "*Extraordinary Common Stock Event*" shall mean (a) the Issue of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (b) a subdivision of outstanding shares of Common Stock, or (c) a combination or reverse stock split of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

5.3.3. Adjustment Upon Capital Reorganization or Reclassification; Liquidity Event. If the Common Stock shall be changed into the same or different number of shares of any other class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than in connection with an Extraordinary Common Stock Event), then in each such event, each Series A Holder shall have the right thereafter to receive, upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such shares of Series A Preferred Stock, such shares, securities or assets as may be Issued or payable with respect to or in exchange for a number of outstanding shares of Common Stock equal to the number of shares of Common Stock immediately receivable upon such conversion had such Liquidity Event, reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Conversion Price) shall thereafter be applicable in relation to any shares, securities or assets thereafter deliverable upon the exercise of such conversion rights. The provision for such conversion right to the Series A Holders shall be a condition precedent to the consummation by the Corporation of any such transaction unless the election described below is made. In the case of a transaction which constitutes a Liquidity Event, the shares of Series A Preferred Stock shall be treated in the manner provided in Section IV.C.3.2, unless the holders of a Supermajority Interest of the Series A Preferred Stock provide notice to the Corporation in accordance with Section IV.C.3.2 of their election to not treat such Liquidity Event as a Liquidation. If such election is made, however, the provisions of this Section IV.C.5.3.3, and not Section IV.C.3.2, shall apply.

5.3.4. Notice of Adjustment. Upon any adjustment of the Conversion Price, then in each such case the Corporation shall give written notice thereof to each Series A Holder which notice shall state the Conversion Price resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based.

5.3.5. Status of Converted or Repurchased Series A Preferred Stock. Any shares of Series A Preferred Stock cancelled pursuant to Section IV.C.3.2.1, converted into Common Stock or acquired by the Corporation by reason of redemption, purchase or otherwise shall be cancelled, returned to the status of authorized but unissued shares of undesignated Preferred Stock, but shall not be subject to reissuance. Upon the cancellation of all outstanding shares of Series A Preferred Stock, the provisions of the designation of Preferred Stock shall terminate and have no further force and effect.

5.3.6. Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of shares of Series A Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the shares of Series A Preferred Stock which is being converted.

5.3.7. Closing of Books. The Corporation will at no time close its transfer books against the transfer of any shares of Series A Preferred Stock or of any shares of Common Stock Issued or Issuable upon the conversion of any shares of Series A Preferred Stock in any manner which interferes with the timely conversion of such shares of Series A Preferred Stock, except as may otherwise be required to comply with applicable securities or tax laws.

5.3.8. Exercise Of Conversion Privilege; Delivery of Certificates. To exercise its conversion privilege, a Series A Holder shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. The date when such written notice of exercise of the conversion privilege is received by the Corporation, together with the certificate or certificates representing the shares of Series A Preferred Stock being converted, shall be the "*Conversion Date*." Following a Mandatory Conversion Event, each Series A Holder shall, upon receipt of notice of such event from the Corporation, surrender the certificate or certificates to the Corporation at the principal office of the Corporation, together with a notice containing the information specified below. The notice given with respect to any conversion exercise or Mandatory Conversion Event shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series A Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. As promptly as practicable after the Conversion Date for the Series A Preferred Stock being converted, or the date on which the Corporation receives a holder's certificate(s) with respect to a Mandatory Conversion Event, the Corporation shall issue and deliver to the holder of the shares of Series A Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Preferred Stock, and cash, as provided in Section IV.C.5.3.9 in respect of any fraction of a share of Common Stock issuable upon such conversion. At such time as any conversion of shares of Series A Preferred Stock is effective, the rights of the holder as holder of the converted shares of Series A Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

5.3.9. Fractional Shares; Distributions; Partial Conversion. No fractional shares of Common Stock shall be Issued upon conversion of shares of Series A Preferred Stock into shares of Common Stock and no payment or adjustment shall be made upon any conversion on account of any cash distributions on the shares of Common Stock Issued upon such conversion. In case the number of shares of Series A Preferred Stock represented by the certificate or certificates surrendered pursuant to Section IV.C.5.1 exceeds the number of shares of Series A Preferred Stock converted, the Corporation shall, upon such conversion, execute and

deliver to the holder, at the expense of the Corporation, a new certificate or certificates for the number of shares of Series A Preferred Stock represented by the certificate or certificates surrendered that are not to be converted. If any fractional shares of Common Stock would, except for the provisions of the first sentence of this Section IV.C.5.3.9, be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the shares of Series A Preferred Stock for conversion an amount in cash equal to the fair market value of such fractional share as determined in good faith by the Board.

6. Restriction and Limitation On Corporate Action. As long as any shares of Series A Preferred Stock are outstanding, the Series A Holders shall vote as a separate voting group on, and the affirmative vote of the holders of a Supermajority Interest of the Series A Preferred Stock shall be required to authorize, any action by the Corporation or its Subsidiaries which would:

6.1. in any manner (a) authorize, create, amend or Issue any class or series of Parity Stock or Senior Stock or (b) authorize, create, amend or Issue any capital stock of the Corporation or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having optional rights to purchase, any Parity Stock or Senior Stock, whether by merger, consolidation or otherwise;

6.2. in any manner amend, repeal, alter or change the designations or the powers, preferences or rights or qualifications, limitations or restrictions of the Series A Preferred Stock, whether by merger, consolidation or otherwise;

6.3. reclassify the Common Stock, or any other class or series of Junior Stock, into any class or series of Parity Stock or Senior Stock, whether by merger, consolidation or otherwise;

6.4. increase the authorized number of shares of any class or series of the Corporation's capital stock, including, without limitation, the Common Stock or the Preferred Stock;

6.5. result in a sale of all or substantially all of the assets of the Corporation or any of its Subsidiaries or a merger, consolidation or sale of capital stock or other transaction in which the holders of the capital stock of the Corporation, immediately prior to such transaction will hold, immediately after such transaction, less than fifty percent (50%) of the aggregate voting power of outstanding equity of the surviving corporation;

6.6. result in a sale, transfer or license of any of the assets of the Corporation or any of its Subsidiaries, except in the ordinary course of business consistent with past practice;

6.7. result in the redemption, repurchase or other acquisition by the Corporation of capital stock or other securities of the Corporation, other than the repurchase of shares from employees of the Corporation upon termination of employment in accordance with any plan, agreement or arrangement approved by the Board with the approval of the Series A Director;

6.8. declare or pay any dividend or distribution with respect to any capital stock of the Corporation (other than the Series A Liquidation Preference);

6.9. authorize or enter into any transaction or series of related transactions deemed to be a Liquidity Event or a liquidation, dissolution or winding up of the Corporation;

6.10. authorize a merger, acquisition or sale of all or any substantial part of the assets of the Corporation or any of its subsidiaries (other than a merger exclusively to effect a change of domicile of the Corporation) or any public offering of securities of the Corporation or any subsidiary;

6.11. voluntarily liquidate or dissolve;

6.12. authorize or increase or decrease the size of the Board or any change in the procedure for election of directors, whether in the bylaws of the Corporation or otherwise;

6.13. authorize or acquire a material amount of assets through a merger or purchase of assets or capital stock of another entity;

6.14. increase the number of shares authorized for issuance under any existing stock or option plan or create any new stock, option or other incentive plan;

6.15. authorize or engage in any public offering of the securities of the Corporation or any of its subsidiaries or engage any investment banking firm or underwriter in connection therewith;

6.16. authorize or engage in any material change in the line of business of the Corporation or any subsidiary;

6.17. establish any subsidiary that will not be wholly-owned, directly or indirectly, by the Corporation;

6.18. enter into any transaction which commits the Corporation or any subsidiary to make any expenditure in excess of \$15,000 or series of related such transactions that, in the aggregate, total in excess of \$25,000 in any one calendar year, excluding those expenditures included in the Corporation's or any Subsidiary's annual budget, approved by the Board with the approval of the Series A Director;

6.19. create or issue any debt securities, incur any indebtedness in excess of \$25,000, including for borrowed money, or grant any guaranty relating to debt securities or indebtedness of any other person that is (a) convertible or exchangeable into any equity security of the Corporation or any subsidiary or (b) issued in conjunction with warrants or options to acquire any equity security of the Corporation or any subsidiary;

6.20. enter into any contract with a supplier, customer or partner that imposes material restrictions or limitations on the conduct of the business of the Corporation or any subsidiary such as, but not limited to, exclusivity provisions and non-compete provisions; or

6.21. enter into or approve any transactions with any officer, director, employee or stockholder of the Corporation or any subsidiary, provided that the Corporation may hire additional employees in the ordinary course of business without the consent of the Series A Holders or the Series A Director if the salary of any such employee does not exceed \$75,000 on an annualized basis.

7. Notices of Record Date. In the event of (a) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividends or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right; (b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person; or (c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation; then and in each such event the Corporation shall mail or cause to be mailed to each Series A Holder a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least fifteen (15) days prior to the date specified in such notice on which action is being taken.

8. Reservation Of Capital Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock (including any shares of Series A Preferred Stock represented by any warrants, options, subscription or purchase rights for Series A Preferred Stock), and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock (including any shares of Series A Preferred Stock represented by any warrants, options, subscriptions or purchase rights for such Series A Preferred Stock), the Corporation shall take such action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

9. Notices to Holders of Series A Preferred Stock. Whenever written notice is required to be given by the Corporation to the Series A Holders, such notice shall be in writing

and given by delivery in person or certified in registered mail, return receipt requested, addressed to each Series A Holder at the address of such holder as shown on the books of the Corporation.

10. Miscellaneous.

10.1. Definitions. For purposes of this Amended and Restated Certificate of Incorporation, the following terms used herein shall have the meanings ascribed below:

"Acquiring Entity Stock" shall have the meaning set forth in Section IV.C.3.2.3.

"Affiliates" shall mean any person that is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

"Available Assets" has the meaning set forth in Section IV.C.3.1.1.

"Board" has the meaning set forth in Section IV.B.1.

"Certificate" means this Amended and Restated Certificate of Incorporation.

"Common Stock" has the meaning set forth in Section IV.A.

"Common Stock Equivalents" means warrants, options, subscription or other rights to purchase or otherwise obtain Common Stock, any securities or other rights convertible into or exchangeable for Common Stock and any warrants, options, subscription or other rights to purchase or otherwise obtain such convertible or exchangeable securities or other rights.

"Conversion Price" has the meaning set forth Section IV.C.5.1.2.

"Conversion Rate" has the meaning set forth in Section IV.C.5.1.2.

"Corporation" has the meaning set forth in Article I.

"Extraordinary Common Stock Event" has the meaning set forth in Section IV.C.5.3.2.

"Event Notice" has the meaning set forth in Section IV.C.3.2.1.

"Fully Diluted Basis" means as to any class of capital stock the number of shares of such class of capital stock which would then be outstanding, assuming the exercise or conversion of all then exercisable or convertible Common Stock Equivalents which, directly or indirectly, on exercise, exchange or conversion result in the issuance of shares of such class of capital stock, assuming in each instance that the holder thereof receives the maximum number of capital stock or securities issuable, directly or indirectly, under the terms of the respective instrument, assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the amount of capital stock ultimately issuable upon exercise or conversion.

"Investor Rights Agreement" means that certain Investor Rights Agreement, dated September 6, 2013, by and among the members listed on the signature pages thereto, as may be amended from time to time.

"Issue" in any of its forms, means to sell, grant or otherwise issue in any manner or any agreement or commitment to do any of the foregoing.

"Junior Stock" has the meaning set forth in Section IV.C.1.

"Liquidity Event" means any acquisition of all or substantially all of the assets of the Corporation, or transaction or series of transactions involving the Corporation, or its securities, whether by consolidation, merger, purchase of shares of capital stock or other reorganization or combination or otherwise, in which the holders of the Corporation's outstanding shares of capital stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the entity surviving such transaction.

"Mandatory Conversion Event" has the meaning set forth in Section IV.C.5.2.

"Net Consideration Per Share" has the meaning set forth in Section IV.C.5.3.1(c).

"Parity Stock" has the meaning set forth in Section IV.C.1.

"Preferred Stock" has the meaning set forth in Section IV.A.

"Purchase Agreement" means that certain Preferred Stock Purchase Agreement, dated September 6, 2013, by and between the Corporation and the purchasers listed on the signature pages thereto, as may be amended from time to time.

"Qualified Public Offering" means a firm commitment underwritten public offering of equity interests in the Corporation (A) in which the aggregate price paid for such equity interests by the public is not less than Thirty Million Dollars (\$30,000,000) (prior to underwriter commissions and expenses).

"Senior Stock" has the meaning set forth in Section IV.C.1.

"Series A Director" has the meaning set forth in Section IV.C.4.2.

"Series A Holder" has the meaning set forth in Section IV.C.2.1.

"Series A Issue Date" has the meaning set forth in Section IV.C.2.1.1.

"Series A Issue Price" has the meaning set forth in Section IV.C.2.1.

"Series A Liquidation Preference" has the meaning set forth in Section IV.C.3.1.1.

"Series A Preferred Stock" has the meaning set forth in Section IV.A.

"Stockholders' Agreement" means that certain Stockholders' Agreement, dated September 6, 2013, by and among the parties listed on the signature pages thereto, as may be amended from time to time.

"Supermajority Interest" shall mean holders of 70% or more of the Series A Preferred Stock.

"Transaction Payment" has the meaning set forth in Section IV.C.3.2.1.

10.2. **Interpretation.** Definitions contained in this Certificate apply to singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Certificate as a whole and not to any particular provision of this Certificate. The terms "includes" and the word "including" and words of similar import shall be deemed to be followed by the words "without limitation." Section and paragraph references are to the Sections and paragraphs of this Certificate unless otherwise specified.

ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

In furtherance of and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the Corporation and to designate the terms of any authorized but unissued shares of the Corporation's Preferred Stock.

ARTICLE VII

The directors of the Corporation shall be entitled to the benefits of all limitations on the liability of directors generally that are now or hereafter become available under the Corporation Law. Without limiting the generality of the foregoing, no director of the Corporation shall be personally liable to the corporation or to any stockholder of the Corporation for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit.

ARTICLE VIII

Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Florida, as the bylaws may provide.

ARTICLE X

The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Florida, at such place or places as may be designated from time to time by the board of directors or in the bylaws of the Corporation.

ARTICLE XI

The Corporation shall, to the maximum extent permitted from time to time under the laws of the State of Florida, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was or has agreed to be a director or officer of the Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, employer or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against any and all expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement or incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such rights arising under any bylaw, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director or officer of this Corporation existing at the time of such repeal or modification.

ARTICLE XII

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

The date of each amendment(s) adoption: September 6, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized representative, on the 6th day of September, 2013.

The Daily Hundred, Inc.

By: 
Name: **Nicholas Haase**
Title: **Chief Executive Officer**