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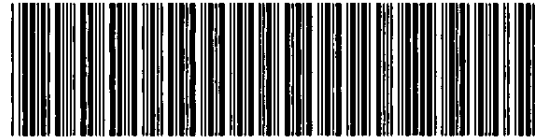
(Business Entity Name)

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COVER LETTER

Department of State
New Filing Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Dean Street Insurance Inc.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☒ \$70.00 ☐ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

☐ \$78.75 ☐ \$87.50
Filing Fee Filing Fee,
& Certified Copy Certified Copy
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 Status

ADDITIONAL COPY REQUIRED

FROM: Jack A. Donenfeld, Esq.

Name (Printed or typed)

119 E. Court Street

Address

Cincinnati, OH 45202

City, State & Zip

513.632.5311

Daytime Telephone number

GFous@MarketAmericaRealty.com

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

NOTE: Please provide the original and one copy of the articles.

DEAN STREET INSURANCE INC.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I. Name. The name of this corporation is **DEAN STREET INSURANCE INC.**

ARTICLE II. Principal Office. The street address of the corporation's principal office and mailing address, as of the date of the filing of these Articles of Incorporation, is 1412 Dean Street, Suite 300, Fort Myers, Florida 33901.

ARTICLE III. Purpose. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act, as the same exists or may hereafter be amended ("Florida Law").

ARTICLE IV. Shares. The total number of shares, without par value, that the corporation shall have authority to issue is three thousand (3,000), of which two thousand (2,000) shares shall be Common Shares and one thousand (1,000) shares shall be Convertible Preferred Shares.

The express terms of the Common Shares and Convertible Preferred Shares are as follows:

1. Dividends.

(a) The holders of record of Convertible Preferred Shares shall be entitled to receive, when and as declared by the board of directors out of funds legally available therefor, cumulative dividends in the amount per share of five (5%) percent per annum of One Thousand (\$1,000) Dollars (the "Issue Price"). Such dividends shall begin to accrue and cumulate on the date of the initial sale thereof by the corporation (the "Issue Date") whether or not declared by the corporation's board of directors and any such dividends not declared and paid shall continue to cumulate and accrue on a daily basis and shall be paid as provided in Paragraph 2 hereof. Additional dividends shall accrue and cumulate in an amount of five (5%) percent per annum of the amount of any cumulated and unpaid dividends. Dividends payable for any partial dividend period shall be computed on the basis of a 360-day year or twelve 30-day months. The designation of the Issue Price herein is not intended to limit or prohibit the corporation from selling Convertible Preferred Shares at prices that are higher or lower than the Issue Price.

(b) In no event shall any cash dividend be declared or paid or set apart for payment, nor shall any other distribution be made, with respect to any shares of capital stock of the corporation, nor shall any Common Shares or monies or other consideration be set aside for or applied to the purchase, redemption or retirement of any such shares or made available for a sinking fund for such purpose unless all accrued dividends on the then outstanding Convertible Preferred Shares shall have been paid or shall have been declared and a sum sufficient for the payment thereof set apart for the benefit of the holders of such shares.

(c) In the event cash dividends are paid on any Common Shares, an additional cash dividend shall be paid on all outstanding Convertible Preferred Shares in a per share amount equal (on an as-if-converted to Common Shares basis) to the amount paid or set aside for each Common Share.

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(d) If the corporation declares a distribution upon its Common Shares payable otherwise than out of retained earnings or distributes to holders of its Common Shares either (i) shares of the corporation's capital stock (other than Common Shares), (ii) shares of stock or other securities of other persons, (iii) evidences of indebtedness issued by the corporation or other persons, (iv) assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for Common Shares or other securities of the corporation convertible into or exchangeable for Common Shares), then, in each such case, the holders of Convertible Preferred Shares shall, concurrent with the distribution to holders of Common Shares, receive a like distribution based upon the number of shares of Common Shares into which their Convertible Preferred Shares is then convertible.

(e) Upon a conversion of Convertible Preferred Shares pursuant to Paragraph 5, no accrued and cumulated dividends thereon shall be paid and the rights of the holders of the converted Convertible Preferred Shares to such dividends shall terminate.

2. Liquidation, Dissolution or Winding Up.

(a) In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, each holder of Convertible Preferred Shares shall be entitled to be paid out of the assets of the corporation available for distribution to holders of the corporation's capital stock, before any payment or declaration and setting apart for payment of any amount shall be made in respect of any Common Shares or other shares of the corporation's capital stock, an amount equal to the Issue Price, plus all accrued and unpaid dividends thereon to and including the date of full payment shall be tendered to the holders of the Convertible Preferred Shares with respect to such liquidation, dissolution or winding up (the Issue Price plus said accrued and unpaid dividends thereon being referred to herein as the "Liquidation Amount"). If the assets of the corporation shall be insufficient to permit the payment in full of the Liquidation Amount to the holders of the Convertible Preferred Shares, then the entire assets of the corporation available for such distribution shall be distributed ratably among the holders of the Convertible Preferred Shares based upon the aggregate liquidation preference of the Convertible Preferred Shares held by each such holder and the aggregate liquidation preference of all Convertible Preferred Shares.

(b) A reorganization, consolidation or merger of the corporation (whether or not the corporation is the surviving entity) or a sale or other disposition of all or substantially all of the assets of the corporation (a "Paragraph 2(b) Transaction") shall be treated as a liquidation, dissolution or winding up of the Corporation within the meaning of this Paragraph 2 and in such event, the holders of the Convertible Preferred Shares shall be entitled to receive the greater of the Liquidation Amount or the amount that holders would have received if they had converted their Convertible Preferred Shares to Common Shares pursuant to Paragraph 4 below immediately prior to such liquidation, dissolution or winding up.

(c) Whenever the distribution provided for in this Paragraph 2 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by not less than a majority of the directors then serving on the board of directors of the corporation.

3. Mandatory Redemption (Put) and Optional Redemption.

(a) For a period of sixty (30) days after the date that is twenty-four (24) months after the Issue Date, each holder of Convertible Preferred Shares shall have the right to put (sell) such holder's Convertible Preferred Shares to the corporation upon written notice to the corporation, provided (a) that the Company is in full compliance with the terms and conditions of its agreements with third

parties, including, but not limited to loan agreements, (b) that the Company's performance pursuant to the holder's exercise of the put does not conflict with or cause a default under such agreements, and (c) that the Company reserves the right to limit or condition the number of Convertible Preferred Shares that it is required to redeem and/or adopt a system for timing such redemptions and/or the payment of the purchase price of such redeemed Convertible Preferred Shares to the extent that the Company, in good faith, believes that the same is necessary to ensure the efficient operation of the Company's business, including, but not limited to, the payment of its debts and obligations as they arise or are expected to arise thereafter. The put price of each Preferred Share shall be the Liquidation Amount. The Company shall close on such purchase and pay such redemption price for each Preferred Share from funds legally available to the Company at such time as the Company may determine within 180 days of the Investor's put notice to the Company, subject to the limitations described above.

(b) The rights of the holders of Convertible Preferred Shares under Section 3(a) above shall terminate on the earlier of an initial public offering of the Common Shares or a sale of more than 50% of the corporation's assets or Common Shares.

(c) The Company may redeem all or any portion of the Convertible Preferred Shares at a price for each Preferred Share equal to the Liquidation Amount at any time upon thirty (30) days' notice, subject, at all times, to the holder's option to convert the holder's Convertible Preferred Shares to Common Shares prior to the date fixed for redemption.

(d) Whether or not a holder of Convertible Preferred Shares has converted the holder's Convertible Preferred Shares to Common Shares, if the "Trailing Annual Referrals" (as defined herein) of the holder of Convertible Preferred Shares or Common Shares into which they may have been converted is not, at any time, equal to at least equal to twenty-four (24) per year, then the Company may redeem all or any portion of the Convertible Preferred Shares (or the Common Shares into which such shares were converted, as the case may be), at a price for each Preferred Share equal to the Liquidation Amount. The Company may exercise its right to redeem such shares at any time after any month during which the Trailing Annual Referrals fall below the threshold amount described herein. "Trailing Annual Referrals" means the number of insurance-purchasing clients referred to the Company by a particular shareholder during the first twelve (12) months after the Issue Date and each rolling twelve (12) month period thereafter.

4. Voting Rights.

(a) Each holder of Common Shares shall be entitled to vote on all matters submitted to a vote of the holders of Common Shares and shall be entitled to that number of votes equal to the number of Common Shares held on the record date for the determination of shareholders entitled to vote on such matters or, if no record date is established, on the date such vote is taken or any written consent of shareholders is first executed. Except as otherwise expressly provided herein and as otherwise required by law, the holders of Convertible Preferred Shares shall not have the right to vote on any matters.

(b) To the extent allowed under Florida law, all actions on matters taken by the shareholders of the corporation may be taken by the affirmative vote of the holders of a majority of shares entitled to vote thereon, including actions on matters which the statutes of Florida provide that (unless otherwise provided in the articles of incorporation or code or regulations) there shall be the affirmative vote of a larger proportion than the holders of a majority of the shares entitled to vote thereon.

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(c) No holder of shares of any class of the corporation shall be entitled as of right, preemptive or otherwise, to subscribe for or to purchase from the corporation any shares of the corporation hereafter issued or sold.

(d) No holder of shares of any class of the corporation shall be entitled, as a matter of right, to vote cumulatively in the election of directors.

(e) As long as any Convertible Preferred Shares are outstanding (but commencing within ninety (90) days of the Issue Date), the corporation shall maintain a board of directors of at least four (4) persons.

5. Conversion Rights.

(a) Conversion.

(1) Without any action by the holders of Convertible Preferred Shares and whether or not the certificates representing such shares are surrendered to the corporation or its transfer agent, at the earlier of (a) the date five (5) years from the Issue Date, or (b) the date on which the corporation receives proceeds from a public offering of Common Shares pursuant to an effective registration statement under the Securities Act of 1933, as amended, each of the outstanding Convertible Preferred Shares shall be converted automatically into that number of fully paid and nonassessable Common Shares which is to be derived from dividing the Issue Price of each Convertible Preferred Share by a conversion price, which initially shall be equal to the Issue Price and which may be adjusted pursuant to the provisions of this Paragraph 5 on the date such Convertible Preferred Shares are surrendered for conversion (such conversion price or such conversion price as last adjusted, being referred to herein as the "Conversion Price"). Any calculation of an adjustment to the Conversion Price shall be carried out to the nearest one cent.

(2) Upon the occurrence of an event triggering the automatic conversion of Convertible Preferred Shares as provided in the preceding Subparagraph 5(a)(1), the corporation shall promptly give written notice to all holders of Convertible Preferred Shares of such event. As soon as practicable after giving such notice, the corporation shall issue and deliver or cause to be issued and delivered a certificate or certificates for the number of full Common Shares issuable upon such conversion, together with any cash payment to be made in lieu of fractional shares as provided in Subparagraph 5(e), in exchange for the certificates representing the Convertible Preferred Shares converted pursuant to this Subparagraph 5(a), together with proper assignments of such certificates.

(3) At any time and from time to time prior to the occurrence of an event triggering the automatic conversion of Convertible Preferred Shares as provided in the preceding Subparagraph 5(a)(1), Convertible Preferred Shares may be converted at the option of the holder thereof into that number of fully paid and nonassessable Common Shares which is to be derived from dividing the Issue Price of each Convertible Preferred Share by the Conversion Price, as adjusted pursuant to the provisions of this Paragraph 5 on the date such Convertible Preferred Shares are surrendered for conversion. The holder of any Convertible Preferred Shares may exercise its option to convert such shares into Common Shares only by surrendering for such purpose to the corporation at its principal office the certificates representing the shares to be converted, accompanied by written notice that such holder elects to convert such shares in accordance with the provisions hereof. Said notice shall also state the name or names (with addresses) in which the certificate or certificates for Common Shares which shall be issuable on conversion are to be issued. Each certificate or certificates surrendered for conversion shall, unless the shares issuable on conversion are to be issued in the same name as that in which such certificate or certificates are registered, be accompanied by instruments of transfer, in form reasonably satisfactory to the corporation, duly executed by the holder or its duly authorized attorney. Each conversion shall be deemed to have been effected on the date on which such

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certificate or certificates shall have been surrendered and such notice received by the corporation as aforesaid, and the person or person in whose name or names any certificate or certificates for Common Shares shall be issuable upon such conversion shall be deemed to have become on said date the holder or holders of record of the shares represented thereby notwithstanding that the transfer books of the corporation may then be closed or that certificates representing such Common Shares shall not then be actually delivered to such person. As promptly as practicable on or after the conversion date, the corporation shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates representing the number of full Common Shares issuable upon such conversion, together with any cash payment to be made in lieu of fractional shares as provided in Subparagraph 5(e) below.

(b) **Conversion Effect.** Upon the conversion of Convertible Preferred Shares, the rights of the holder of the converted Convertible Preferred Shares, including any rights to accrued and unpaid dividends thereon, shall cease and the person or persons in whose name or names any certificate or certificates for Common Shares shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the Common Shares represented thereby. In the event of the liquidation, dissolution or winding up the corporation, or in the event of a Paragraph 2(b) Transaction (if necessary in order to effectuate the purposes of Paragraph 2(b)), all Convertible Preferred Shares shall be deemed to have been automatically converted in accordance with the terms of Paragraph 5(a) at any time prior to the earlier of the tenth day following the date on which such liquidation, distribution, winding up or Paragraph 2(b) Transaction was approved by the shareholders of the corporation and the date which is three days prior to the distribution of the proceeds from such liquidation, dissolution, winding up or Paragraph 2(b) Transaction of the corporation.

(c) **Adjustment of Conversion Price.** The Conversion Price of the Convertible Preferred Shares shall be adjusted from time to time as follows:

(i) If the corporation shall issue any Common Shares other than "Excluded Shares," as defined below, for a consideration per share less than the Conversion Price of particular issued and outstanding Convertible Preferred Shares in effect immediately prior to the issuance of such Common Shares (excluding stock dividends, subdivisions, split-ups, combinations, dividends or recapitalizations), then the Conversion Price for such issued and outstanding Convertible Preferred Shares in effect immediately after each such issuance shall forthwith (except as provided in this Paragraph 5(c)) be adjusted to a price equal to the quotient obtained by dividing (A) by (B), where (A) and (B) have the following meanings:

"(A)" is an amount equal to the sum of

(x) the total number of Common Shares outstanding (including any Common Shares issuable upon conversion of the Convertible Preferred Shares or deemed to have been issued pursuant to clause (ii) below) immediately prior to such issuance multiplied by the Conversion Price in effect immediately prior to such issuance, plus

(y) the consideration received by the corporation upon such issuance; and

"(B)" is the total number of shares of Common Shares outstanding (including any of Common Shares issuable upon conversion of the Convertible Preferred Shares or deemed to have been issued pursuant to clause (ii) below) immediately after the issuance of such Common Shares.

(ii) For the purposes of any adjustment of the Conversion Price pursuant to clause (i), the following provisions shall apply:

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(1) In the case of the issuance of Common Shares for cash, the consideration shall be deemed to be the amount of cash paid therefor after deducting any discounts or commissions paid or incurred by the corporation in connection with the issuance and sale thereof.

(2) In the case of the issuance of Common Shares for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the board of directors of the corporation, in accordance with generally accepted accounting principles.

(3) In the case of the issuance of (i) options to purchase or rights to subscribe for Common Shares (other than Excluded Shares), (ii) securities by their terms convertible into or exchangeable for Common Shares (other than Excluded Shares), or (iii) options to purchase or rights to subscribe for such convertible or exchangeable securities (other than Excluded Shares):

(A) the aggregate maximum number of Common Shares deliverable upon exercise of such options to purchase or rights to subscribe for Common Shares shall be deemed to have been issued and outstanding at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (1) and (2) above), if any, received by the corporation upon the issuance of such options or rights plus the minimum purchase price provided in such options or rights for the Common Shares covered thereby;

(B) the aggregate maximum number of Common Shares deliverable upon conversion of or in exchange for any such convertible or exchangeable securities, or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof, shall be deemed to have been issued and outstanding at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration received by the corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (1) and (2) above);

(C) on any change in the number of Common Shares deliverable upon exercise of any such options or rights or conversion of or exchange for such convertible or exchangeable securities, or on any change in the minimum purchase price of such options, rights or securities, other than a change resulting from the antidilution provisions of such options, rights or securities, the Conversion Price of any series of Convertible Preferred Shares shall forthwith be readjusted to the Conversion Price that would have resulted if the adjustment made upon (x) the issuance of such options, rights or securities not exercised, converted or exchanged prior to such change, as the case may be, had been made upon the basis of such change, or (y) the issuance of options or rights related to such securities not converted or exchanged prior to such change, as the case may be, had been made upon the basis of such change;

(D) in case any option is issued in connection with the issuance or sale of other securities of the corporation, together comprising one integrated transaction in which no specific consideration is allocated to the option by the parties thereto, the option will be deemed to have been issued for a consideration of \$1.00;

(E) on the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of any series of Convertible Preferred Shares shall forthwith be readjusted to the Conversion Price that would have resulted if the adjustment made upon the issuance of such options, rights, convertible or exchangeable securities or

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options or rights related to such convertible or exchangeable securities, as the case may be, had been made upon the basis of the issuance of only the number of shares of Common Shares actually issued upon the exercise of such options or rights, upon the conversion or exchange of such convertible or exchangeable securities or upon the exercise of the options or rights related to such convertible or exchangeable securities, as the case may be; and

(F) no readjustment pursuant to clause (C) or (E) above shall have the effect of increasing the Conversion Price to an amount that exceeds the lower of (i) the Conversion Price on the original adjustment date or (ii) the Conversion Price that would have resulted from any issuance or deemed issuance of Common Shares between the original adjustment date and the readjustment date.

(4) Nothing contained in Paragraph 5(c) or Subparagraphs (c)(ii)(3)(C), (D), (E) and (F) immediately above shall have the effect of increasing or decreasing the number of Common Shares issued upon any conversion of the Convertible Preferred Shares into Common Shares prior to the effective date of any event described therein.

(5) Notwithstanding any provision herein to the contrary, no adjustment to the Conversion Price pursuant to Paragraph 5(c)(i) above shall have the effect of increasing the then current Conversion Price of the Convertible Preferred Shares.

(6) Notwithstanding any provision hereof to the contrary, in the event that a conversion of Convertible Preferred Shares to Common Shares occurs as a result of a public offering of the corporation's Common Shares as described in Subparagraph 4(a)(1)(b) above, then the adjustment of the Conversion Price shall be deemed to be effected immediately prior to such public offering.

(iii) "Excluded Shares" shall mean:

(1) all Common Shares that are issued and outstanding on the date this document is filed with the Florida Secretary of State;

(2) all Common Shares into which the Convertible Preferred Shares are convertible;

(3) all Common Shares or other securities issuable to officers, directors, employees and/or independent contractors of the Corporation pursuant to any share incentive plan or resolution approved by the board of directors of the corporation where the purchase price for each Common Share is equal to or in excess of the Conversion Price in effect as of the date of the adoption of such plan; but if not, where the plan or arrangement has been approved by the holders of a majority of the outstanding Convertible Preferred Shares;

(4) all Common Shares which are used by the corporation as full or partial consideration for the acquisition of assets or of other companies or businesses (or interests therein); and

(5) all Common Shares or other securities that are issued at prices or for consideration that has been approved by the holders of a majority of the outstanding Convertible Preferred Shares.

(iv) If the number of Common Shares outstanding at any time after the date hereof is increased by a stock dividend payable in shares of Common Shares or by a subdivision or split-up of shares of Common Shares then, on the date such payment is made or such change is

effective, the Conversion Price of each series of Convertible Preferred Shares shall be appropriately decreased so that the number of shares of Common Shares issuable on conversion of any shares of such series of Convertible Preferred Shares shall be increased in proportion to such increase of outstanding shares.

(v) If the number of Common Shares outstanding at any time after the date hereof is decreased by a combination of the outstanding Common Shares, then, on the effective date of such combination, the Conversion Price of each series of Convertible Preferred Shares shall be appropriately increased so that the number of shares of Common Shares issuable on conversion of any shares of a series of Convertible Preferred Shares shall be decreased in proportion to such decrease in outstanding shares.

(d) **Notice of Adjustment.** Upon any adjustment of the Conversion Price, then and in each such case, the corporation shall deliver a written certificate, by first class mail, postage prepaid, addressed to each holder of Convertible Preferred Shares at the last address of such holder shown by the records of the Corporation, which certificate shall be signed by the President or Treasurer of the corporation specifying the Conversion Price resulting from such adjustment and details of the calculation and the facts upon which the calculation is based.

(e) **Fractional Shares.** If a conversion of a holder's Convertible Preferred Shares, in the aggregate, would result in the issuance of a fractional Common Share (or other class of shares or other securities) or scrip representing a fractional share, the corporation shall not issue such fractional share or scrip representing a fractional share. Instead, the corporation shall pay cash in an amount equal to the fair market value of such fractional share at the time of such conversion, as determined in good faith by a majority of the directors of the board of directors of the corporation. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of Convertible Preferred Shares of each holder whose shares are converting into Common Shares and the number of Common Shares issuable upon such aggregate conversion.

(f) **Reservation of Common Shares.** The corporation shall at all times reserve and keep available, solely for the purpose of effecting the conversion of the Convertible Preferred Shares, such number of its Common Shares (or other shares or other securities as may be required) as shall from time to time be sufficient to effect the conversion of all outstanding Convertible Preferred Shares, and if at any time the number of authorized but unissued Common Shares (or such other shares or other securities) shall not be sufficient to effect the conversion of all then outstanding Convertible Preferred Shares, then the corporation shall take such action as may be necessary to increase its authorized by unissued Common Shares (or other shares or other securities) to such number of shares as shall be sufficient for such purpose.

(g) **Costs of Conversion.** The corporation shall pay all documentary, stamp or other similar taxes attributable to the issuance or delivery of Common Shares (or other shares or other securities) of the corporation upon conversion of any of the Convertible Preferred Shares. However, the corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such share in a name other than that of the holder of the Convertible Preferred Shares in respect of which such shares are being issued.

6. **No Reissuance of Convertible Preferred Shares.**

No Convertible Preferred Shares acquired by the corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the corporation shall be authorized to issue. The President or any Vice President and the Secretary or any Assistant Secretary of the corporation are hereby authorized

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and directed on behalf of the corporation to file such documents from time to time as may be necessary to reduce the authorized number of Convertible Preferred Shares accordingly.

7. Restrictions and Limitations.

While any Convertible Preferred Shares remain outstanding, the corporation shall not, without the approval by vote or written consent of the holders of at least a majority of the then outstanding Convertible Preferred Shares (in addition to any other vote required by law):

(a) authorize or issue, or obligate itself to authorize or issue, any shares of capital stock senior to Convertible Preferred Shares as to payment of dividends or payment on liquidation of the corporation;

(b) amend, alter or repeal the Articles of Incorporation or the Bylaws of the corporation in any manner which would impair or reduce the rights, preferences or benefits of the Convertible Preferred Shares or the holders thereof;

(c) liquidate or dissolve the corporation; or

(d) adopt share incentive plans for (or other issuances of shares to) officers, directors, employees or independent contractors of the corporation where the purchase price for each Common Share issuable thereunder is less than the Conversion Price in effect as of the date of the adoption of such plan

8. Notices of Certain Events.

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 dividend or distribution, or any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right; or

(b) any proposed capital reorganization or restructuring of the corporation, any proposed reclassification or recapitalization of the shares of the corporation, any proposed merger or consolidation of the corporation, or any proposed sale, lease, transfer or other disposition of all or substantially all of the assets of the corporation; or

(c) any proposed voluntary or involuntary liquidation, dissolution or winding up of the corporation;

then, and in each such event, the corporation shall give written notice thereof, by first-class mail, postage prepaid, addressed to each holder of Common Shares and Convertible Preferred Shares at the last address of such holder shown by the records of the corporation; 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, restructuring, reclassification, recapitalization, sale, consolidation, merger, dissolution, liquidation or winding up is proposed to become effective and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Shares (or other securities) are to surrender such Common Shares (or other securities) for securities or other property deliverable upon such reorganization, restructuring, reclassification, recapitalization, sale, consolidation, merger, dissolution, liquidation or winding up. Unless waived in writing, each such notice shall be mailed at least 15 days prior to the date specified in such notice on which such action is to be taken.

9. **Information Rights.**

Holders of Convertible Preferred Shares shall be furnished by the corporation with the following information: (a) within 45 days after the end of each quarter, a management letter discussing the operations of the corporation and summary financial information for the previous quarter; (b) an officer's certificate of compliance with the restrictive covenants referred to above on an annual basis; (c) an annual CPA-compiled and reviewed financial statement within 90 days of year end; and (d) other information that they may reasonably request.

ARTICLE V. Initial Officers and Directors. The names and mailing addresses of the persons who are to serve as initial officers and directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

Name	Position	Address
Gregg Fous	CEO, Secretary & Director	1412 Dean Street, Suite 300, Fort Myers, FL 33901
Ron Scalzo	COO, President & Director	1412 Dean Street, Suite 300, Fort Myers, FL 33901
Salvatore Joseph Rizzo	Vice President & Director	1412 Dean Street, Suite 300, Fort Myers, FL 33901
Brad Black	Treasurer & Director	1412 Dean Street, Suite 300, Fort Myers, FL 33901

ARTICLE VI. Registered Agent. The name and Florida street address of the corporation's registered agent is Gregg Fous, 1412 Dean Street, Suite 300, Fort Myers, Florida 33901.

ARTICLE VI. Incorporator. The name and address of the sole incorporator is Gregg Fous, 1412 Dean Street, Suite 300, Fort Myers, Florida 33901.

ARTICLE VIII. Other Provisions. The following provisions are inserted for the regulation and conduct of the affairs of the corporation, but it is expressly provided that the same are intended to be and shall be construed to be in furtherance and not in limitation or exclusion of the powers conferred by law:

(a) There is no minimum amount of stated capital that the corporation is required to have as its minimum capital.

(b) When authorized by the affirmative vote of the board of directors, without the action or approval of the shareholders of this corporation, this corporation may purchase, or contract to purchase, at any time and from time to time, shares of any class issued by this corporation, voting trust certificates for shares, bonds, debentures, notes, script, warrants, obligations, evidence of indebtedness or any other securities of this corporation, for such prices and upon and subject to such terms and conditions as the board of directors may determine, provided that no such purchases shall be made, pursuant to any such contract or otherwise, if after such purchase the assets of this corporation would be less than its liabilities plus stated capital, or if it is insolvent as defined in the

Florida Law, or if there is reasonable grounds to believe that by such purchase it would be rendered insolvent.

(c) No contract or transaction shall be void or voidable with respect to the corporation for the reason that it is between the corporation and one or more of its directors or officers, or between the corporation and any other person in which one or more of the corporation's directors or officers are directors, trustees, or officers, or have a financial or personal interest, or for the reason that one or more interested directors or officers participate in or vote at the meeting of the directors or a committee thereof which authorized such contract or transaction, if in any such case (i) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the directors or the committee and the directors or committee, in good faith reasonably justified by such facts, authorize the contract or transaction by the affirmative vote or the majority of the disinterested directors, even though the disinterested directors constitute less than a quorum; or (ii) the material facts as to his, her or their relationship or are known to the shareholders entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the shareholders held for such purpose by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation held by persons not interested in the contract or transaction; or (iii) the contract or transaction is fair as to the corporation as of the time it is authorized or approved by the directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the directors, or of a committee thereof which authorizes the contract or transaction.

(d) Subject always to such bylaws as may be adopted from time to time by the shareholders, the board of directors is expressly authorized to adopt, alter, amend and repeal the bylaws of the corporation, but any bylaw adopted by the board of directors may be altered, amended or repealed by the shareholders. The bylaws or any particular bylaw may fix a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by the Florida Law.

(e) All corporate powers of the corporation shall be managed by or under the authority of, and its business and affairs shall be managed under the direction of, its board of directors. Directors need not be shareholders. The bylaws may prescribe the number of directors, not less than three; may provide for the increase or reduction thereof but not less than three; and may prescribe the number necessary to constitute a quorum, which number may be less than a majority of the whole board of directors, but not less than the number required by law. Whenever a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, it may be filled only by the affirmative vote of a majority of the remaining directors, though less than a quorum of the board of directors.

(f) The corporation hereby elects not to be governed by Section 607.0901 (relating to affiliated transactions) or by Section 607.0902 (relating to control share acquisitions) of the Florida Law, and the provisions of such statutes shall not apply to the corporation.

(g) The board of directors shall have the power to fix compensation of officers or directors or both, and a director may be counted in determining the existence of a quorum at any meeting of the board of directors which shall take such action and may vote thereat in favor of or against such action, whether or not such director may be interested in the action so taken.

ARTICLE VIII.

Indemnification, Etc.

(a) A director of the corporation shall not be personally liable for monetary damages to the corporation, its shareholders or any other person for any statement, vote, decision or failure to act, regarding corporate management or policy, to the fullest extent permitted by Florida Law.

(b) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal and whether or not such action, suit or proceeding is brought by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent permitted by Florida Law. The right to indemnification conferred in this Article VIII shall also include the right to be paid by the corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent permitted by Florida Law. The right to indemnification conferred in this Article VIII shall be a contract right.

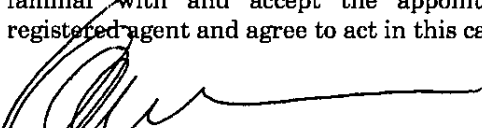
(c) The corporation may, by action of its board of directors, provide indemnification to such of the directors, officers, employees and agents of the corporation to such extent and to such effect as the board of directors shall determine to be appropriate and permitted by Florida Law.

(d) The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify him against such liability under Florida Law.

(e) The rights and authority conferred in this Article VIII shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

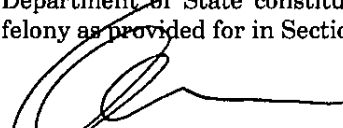
(f) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of the Articles of Incorporation or the bylaws of the corporation, nor, to the fullest extent permitted by Florida Law, any modification of law, shall eliminate or reduce the effect of this Article VIII in respect of any acts or omissions occurring prior to such amendment, repeal, adoption or modification.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



GREGG FOUS, Registered Agent
Date: 12-17-12, 2012

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, F.S.



GREGG FOUS, Incorporator
Date: 12-17-12, 2012