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MEDICAL TRACKING SOLUTIONS, INC.**

Certificate of Status	0
Certified Copy	1
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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MAR 25 2016

Am Restated

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MEDICAL TRACKING SOLUTIONS, INC.**

Pursuant to the Florida Business Corporation Act (the "FBCA"), Medical Tracking Solutions, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is Medical Tracking Solutions, Inc.

SECOND: The Corporation was originally incorporated in the State of Florida on December 31, 2012, the Corporation filed the First Amendment to the Articles of Incorporation of the Corporation on March 29, 2013 with the Secretary of State of the State of Florida, the Corporation filed the Second Amendment to the Articles of Incorporation of the Corporation on November 15, 2013 with the Secretary of State of the State of Florida, the Corporation filed the Amended and Restated Articles of Incorporation on May 21, 2014 with the Secretary of State of the State of Florida, the Corporation filed the First Amendment to the Amended and Restated Articles of Incorporation on March 5, 2015 with the Secretary of State of the State of Florida, the Corporation filed the Second Amendment to the Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida on June 25, 2015, and these Second Amended and Restated Articles of Incorporation shall amend, restate and supersede in their entirety any and all prior Articles of Incorporation, as amended, including, without limitation, any Articles of Amendment or Certificates of Designation thereto, filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

THIRD: These Second Amended and Restated Articles of Incorporation were approved by the Board of Directors of the Corporation (the "Board of Directors") on March 18, 2016, in the manner and by the vote required by the FBCA. The amendments were approved by the shareholders by written consent, dated as of March 23, 2016, in accordance with Section 607.0704 of the FBCA, and the written consents received for the amendment by the shareholders were sufficient for approval.

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

**Article I
Name and Duration**

The name of this corporation is Medical Tracking Solutions, Inc. (the "Corporation").
The duration of the Corporation is perpetual. The effective date upon which this Corporation came into existence was January 1, 2013.

**Article II
Principal Office**

The address of the principal office and mailing address of the Corporation in the State of Florida is 4063 Salisbury Road, Suite 203, Jacksonville, FL 32216.

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Article III **Capital Stock**

1. The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is:

A) Ten million (10,000,000) shares of common stock ("Common Stock"), par value \$0.001 per share; and

B) Five million (5,000,000) shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock"), of which (i) two thousand (2,000) will be designated as Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock"), (ii) four thousand four hundred ten (4,410) will be designated as Series A-1 Convertible Preferred Stock (the "Series A-1 Convertible Preferred Stock"), and together with the Series A Convertible Preferred Stock, the "Series A Stock"), and (iii) fifteen thousand (15,000) will be designated as Redeemable Preferred Stock (the "Redeemable Preferred Stock"), the terms of which are set forth in more detail in Section 5 of this Article III.

2. Except as specifically provided in this Article III, the rights, preferences, powers and privileges of the shares of the Preferred Stock and the restrictions, limitations and qualifications thereof shall be determined by the Board of Directors in the resolution or resolutions by which it authorizes the issuance of such stock. By way of illustration, and not by way of limitation, the Board of Directors shall have the power to decide on the following terms: (1) whether the shares of Preferred Stock shall be issued in one or more series at one time, or from time to time; (2) whether and to what extent the shares of any series of Preferred Stock shall be participating; (3) the dividend rate or rates, if any, on the shares of any series of Preferred Stock and the relation which dividends on any series of Preferred Stock shall bear to the dividends payable on any other kind or kinds, or of any other class or classes of any kind or kinds, or of any other series of any class or classes of capital stock of the Corporation; (4) the terms and conditions upon which and the periods in respect to which any such dividends shall be payable; (5) whether and upon what conditions any dividends on any series of Preferred Stock shall be cumulative and, if cumulative, the date or dates from which dividends shall accumulate; (6) whether the shares of any series shall be limited with respect to participation in dividends, if any, or whether they shall participate in dividends over and above the dividend rate, if any, provided for the shares of such series; (7) whether any such dividends shall be payable in cash, in shares of such series, in shares of any other kind or kinds, or of any other class or classes of any kind or kinds, or of any other series of any class or classes of capital stock of the Corporation, or in other property, or in more than one of the foregoing; (8) whether the shares of any series of Preferred Stock shall be redeemable or callable, the limitations and restrictions with respect to such redemptions or calls, the time or times when, the price or prices (which may be greater than par value) at which and the manner in which shares of any series shall be redeemable or callable, including the manner of selecting shares of the series for redemptions or calls if less than all such shares are to be redeemed or called; (9) whether the shares of any series of Preferred Stock shall be subject to the operation of a purchase, retirement or sinking fund, and, if so, whether and upon what conditions the purchase, retirement or sinking fund shall be cumulative or noncumulative, and the extent to which and the manner in which the fund shall be applied to the purchase or redemption of the shares of the series for retirement or to other corporate purposes and

the terms and provisions relative to the operation thereof; (10) the terms on which any series of Preferred Stock shall be convertible into or exchangeable for shares of any other kind or kinds, or any other class or classes of any kind or kinds, or of any other series of any class or classes of capital stock of the Corporation, and the price or prices or the rate or rates of conversions or exchange and the method, if any, of adjusting the same, and any other terms and conditions of such conversion or exchange; (11) the matters on which the holders of any series of Preferred Stock shall be entitled to vote, either together, with others or separately as a class; (12) the preferences of any series in respect to the assets of the Corporation upon voluntary and involuntary liquidation, dissolution, distribution of assets and winding-up the Corporation, including the amount (which may be greater than par value) payable to holders of any series before any amount is payable to the holders of common stock or any other subordinate kind or kinds or any other subordinate class or classes of any kind or kinds of capital stock; (13) any other rights, preferences, power and privileges and relative, participating, optional or other special rights and qualifications of or limitations or restrictions on any series which the Board of Directors may deem advisable, provided they are not inconsistent with the provisions of these Articles of Incorporation. Notwithstanding anything in this Article III to the contrary, each share of Preferred Stock of any series shall stand on a parity with each other share of Preferred Stock of that series and of any other series of Preferred Stock upon the voluntary or involuntary liquidation, dissolution or distribution of assets, or winding-up of the Corporation.

3. Each share of Common Stock shall have one vote on every matter coming before any meeting of the shareholders or otherwise to be acted upon by shareholders. Notwithstanding anything in this Article III to the contrary, each share of Preferred Stock of any series with voting rights and privileges shall have the same voting rights and privileges as each other share of that series. Shares of any series of Preferred Stock shall be entitled to vote as a class on matters specified by the Board of Directors in the resolution or resolutions by which it authorizes the issuance of Preferred Stock of such series.

4. No holder of any shares of capital stock of any kind, class or series or of any other securities or obligations of this Corporation shall have, as a matter of right, any preemptive, preferential or other right to subscribe for, purchase or receive any shares of the capital stock of any kind, class or series, or any other securities or obligations convertible into or exercisable or exchangeable for shares of stock or other securities or obligations of the same or any other kind, class or series, whether now or hereafter authorized.

5. The Preferred Stock will have the following terms:

A) Series A Original Issue Price. Each share of Series A Stock will be issued at a price of \$1,000.00 per share. "Series A Original Issue Price" shall mean \$1,000.00 per share of Series A Stock, subject to adjustment for any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Stock.

B) Redeemable Preferred Original Issue Price. Each share of Redeemable Preferred Stock will be issued at a price of \$100.00 per share. "Redeemable Preferred Original Issue Price" shall mean \$100.00 per share of Redeemable Preferred Stock, subject to adjustment for any stock dividend, stock split, combination or other similar recapitalization with respect to the Redeemable Preferred Stock.

C) Series A Original Issue Date. The "Series A Original Issue Date" shall be the date on which such share of Series A Convertible Preferred Stock was originally issued. The "Series A-1 Original Issue Date" shall be the date on which such share of Series A-1 Convertible Preferred Stock was originally issued.

D) Redeemable Preferred Original Issue Date. The "Redeemable Preferred Original Issue Date" shall be the date on which such share of Redeemable Preferred Stock was originally issued.

E) Voting. Each holder of Series A Stock shall have one vote on every matter coming before any meeting of the shareholders or otherwise to be acted upon by shareholders. Each share of Series A Stock shall contain a number of votes that is equivalent to the number of shares of Common Stock into which the Series A Stock is convertible. The Redeemable Preferred Stock shall be nonvoting and the holders thereof shall not be entitled to vote on any matter submitted to the stockholders except as specifically required by law.

F) Series A Preferred Return and Series A Stated Value. Holders of Series A Stock shall be entitled to a preferred return at the rate per share (as a percentage of the Series A Stated Value per share) of 8.0% per annum (the "Series A Preferred Return"). Series A Preferred Returns shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar-day periods, shall accrue daily commencing on the Series A Original Issue Date or the Series A-1 Original Issue Date, as applicable, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of Series A Preferred Returns. Series A Preferred Returns shall not be paid in cash, but shall instead be paid in the form of accretion to and increase in the outstanding Series A Stated Value of the shares with respect to which the Series A Preferred Returns have accrued. The "Series A Stated Value" of each share of Series A Stock shall be equal to the Series A Original Issue Price plus the Series A Preferred Return, subject to adjustment for any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Stock. New Series A Stated Values for shares for which Series A Preferred Returns have accrued shall be calculated on December 31, beginning on the first such date after the Series A Original Issue Date or the Series A-1 Original Issue Date, as applicable.

G) Redeemable Preferred Return and Redeemable Preferred Stated Value. Holders of Redeemable Preferred Stock shall be entitled to a preferred return at the rate per share (as a percentage of the Redeemable Preferred Stated Value per share) of 10.0% per annum (the "Redeemable Preferred Return"; and "Preferred Returns" shall mean the Series A Preferred Return and the Redeemable Preferred Return, as applicable). Redeemable Preferred Returns shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar-day periods, shall accrue daily commencing on the Redeemable Preferred Original Issue Date, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of Redeemable Preferred Returns. To the extent that there are legally available funds therefore, all Redeemable Preferred Returns shall be paid in cash within five (5) days following the last day of March and September of each calendar year (each such date, a "Dividend Payment Date") or upon a Liquidation or redemption of the Redeemable Preferred Stock in accordance with the provisions of Section 5.J or Section 5.L. In the event the Corporation fails to pay any accrued Redeemable

Preferred Return within sixty (60) days of a Dividend Payment Date, the Redeemable Preferred Return rate shall increase to 12.0% per annum on all Redeemable Preferred Returns that are then-owing until such time as the Corporation cures such default. All accrued and accumulated Redeemable Preferred Returns shall be prior and in preference to any dividend on any Common Stock or common stock equivalents, and shall be fully declared and paid before any dividends are declared and paid, or any other distributions or redemptions are made, on any Common Stock or Common Stock equivalents, other than to declare or pay any dividend or distribution payable on the Common Stock in shares of Common Stock. The "Redeemable Preferred Stated Value" of each share of Redeemable Preferred Stock shall be equal to the Redeemable Preferred Original Issue Price plus the Redeemable Preferred Return, subject to adjustment for any stock dividend, stock split, combination or other similar recapitalization with respect to the Redeemable Preferred Stock. "Preferred Stock Stated Value" shall mean the Series A Stated Value and the Redeemable Preferred Stated Value, as applicable. New Redeemable Preferred Stated Values for shares for which Redeemable Preferred Returns have accrued shall be calculated on March 31 and September 30, beginning on the first such date after the Redeemable Preferred Original Issue Date.

H) Series A Conversion Price. The Series A Convertible Preferred Stock conversion price shall be set initially at \$2.00, and will be adjusted as necessary as set forth in Section 5.M (the "Series A Conversion Price"). The Series A-1 Convertible Preferred Stock conversion price shall be set initially at \$2.00, and will be adjusted as necessary as set forth in Section 5.M (the "Series A-1 Conversion Price").

I) Conversion. Each share of the Series A Stock will be convertible at the option of the holder into that number of shares of Common Stock determined by dividing the Series A Original Issue Price of each share of the Series A Stock by the Series A Conversion Price or the Series A-1 Conversion Price, as applicable. Each share of the Series A Stock will automatically convert ("Automatic Conversion") into that number of shares of Common Stock determined by the same formula set forth above upon: (i) the closing of a qualified public offering of the Common Stock with aggregate proceeds of at least \$10,000,000.00; (ii) the closing of a Change of Control Transaction, only to the extent each holder of Series A Stock shall receive proceeds from such transaction in an amount which will equal or exceed the Series A Stated Value plus any Series A Preferred Return thereon that have not accreted to the Series A Stock through the date of closing of such Change of Control Transaction; or (iii) the date specified by written consent of at least a majority of the issued and outstanding shares of the Series A Stock, voting together as a class and on an as-converted basis.

J) Liquidation. Upon liquidation of the Corporation (the "Liquidation") and after payment or provision for all of the Corporation's debts and obligations, the holders of the Corporation's Preferred Stock will be entitled to receive out of the remaining assets, whether capital or surplus, of the Corporation an amount for each share of Preferred Stock held by such holders equal to one hundred percent (100%) of its Preferred Stock Stated Value, plus any Preferred Return thereon that has not accreted to the Preferred Stock through the date of such Liquidation (the "Preferred Stock Stated Value plus Preferred Return"), before any distributions will be made to holders of Common Stock or Common Stock equivalents. If the assets of the Corporation shall be insufficient to pay in full the Preferred Stock Stated Value plus Preferred Return, then the entire assets to be distributed to the holders of Preferred Stock shall be ratably

distributed among the holders of Preferred Stock in accordance with the respective amounts that would be payable on such shares if all amounts payable to all such holders were paid in full. After the payment of the Preferred Stock Stated Value plus Preferred Return as set forth above, the remaining assets of the Corporation legally available for distribution (or the consideration received by the Company or its shareholders in a Change of Control Transaction), if any, shall be distributed ratably to the holders of the Common Stock. Except as set forth in Section 5.I above or Section 5.K below, neither a Change of Control Transaction nor a transaction in connection with an Automatic Conversion shall be deemed a Liquidation for purposes hereof. The Corporation shall mail written notice of any such Liquidation to each Holder not less than 30 days prior to the payment date stated therein.

K) Change of Control.

1) "Change of Control Transaction" means the occurrence after the date hereof of any of: (i) an acquisition after the date hereof by an individual, legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Corporation, by contract or otherwise) of in excess of 50% of the voting securities of the Corporation (other than by means of conversion or exercise of Series A Stock and the securities issued together with the Series A Stock), or (ii) the Corporation merges into or consolidates with any other Person, or any Person merges into or consolidates with the Corporation and, after giving effect to such transaction, the shareholders of the Corporation immediately prior to such transaction own less than 50% of the aggregate voting power of the Corporation or the successor entity of such transaction, or (iii) the Corporation sells or transfers all or substantially all of its assets in a single transaction or a series of related transactions, or (iv) the execution by the Corporation of an agreement to which the Corporation is a party or by which it is bound, providing for any of the events set forth in clauses (i) through (iii) above.

2) In the event of a Change of Control Transaction occurring pursuant to clause (i)-(iii) of the definition of Change of Control Transaction in Section 5.K(1) above, the Corporation shall redeem the shares of Series A Stock of such holder at a purchase price in cash equal to the greater of (i) the amount that would be payable to such holder upon conversion of such holder's Series A Stock in accordance with Section 5.I above, or (ii) the amount that would be payable to such holder if the Change of Control Transaction is treated as a Liquidation and calculated in accordance with Section 5.J above.

L) Redemption.

1) Series A Stock. The Corporation may redeem the Series A Stock at its option only after the fifth (5th) year anniversary of the date the Series A-1 Convertible Preferred Stock is issued. Upon redemption, the Corporation shall pay each holder of Series A Stock, in cash, the Preferred Stock Stated Value plus Preferred Return through the date of such redemption.

2) Redeemable Preferred Stock. The Corporation shall redeem the Redeemable Preferred Stock after the third (3rd) year anniversary of the date the Redeemable Preferred Stock is issued. Upon redemption, the Corporation shall pay each holder of Redeemable Preferred Stock, in cash, the Preferred Stock Stated Value plus Preferred Return through the date of such redemption.

3) Priority of Redemption. If (i) any shares of Preferred Stock are subject to redemption in accordance with this Section 5.L and (ii) the Corporation does not have legally available funds sufficient to pay in full the Preferred Stock Stated Value plus Preferred Return for the shares of Preferred Stock subject to such redemption, then, any funds that are legally available for redemption shall be paid to the holders of such redeemed Preferred Stock ratably in accordance with the respective amounts that would be payable in redemption of such shares if all amounts payable to all such holders were paid in full. The extent of funds legally available for redemption shall be determined by the Corporation every 90 days and paid promptly thereafter.

M) Adjustments to Series A Stock Conversion Price.

1) Definitions.

"Additional Common Stock" shall mean all Common Stock issued (or, pursuant to Section M.4 below, deemed to be issued) by the Corporation after the Series A Original Issue Date or Series A-1 Original Issue Date, as applicable, other than (i) Exempted Securities; (ii) Common Stock, Options or Convertible Securities issued as a distribution on the Series A Stock; (iii) Common Stock, Options or Convertible Securities issued by reason of a split or other distribution on Common Stock; (iv) Common Stock or Convertible Securities actually issued upon the exercise of Options or Common Stock actually issued upon the conversion or exchange of Convertible Securities, (v) shares of Series A-1 Convertible Preferred Stock issuable pursuant to that certain Private Placement Memorandum dated May 21, 2014 and the Subscription Agreements related thereto (the "Series A-1 Documents"); or (vi) shares of Common Stock or Preferred Stock issuable upon the exercise of warrants for the purchase thereof issued in connection with debt or equity financings, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security.

"Convertible Securities" shall be defined as any evidences of indebtedness or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

"Exempted Securities" shall mean the issuance of nonvoting Common Stock or any shares of Common Stock that may be granted or issued to the Corporation's officers, directors, employees and consultants pursuant to a stock incentive plan adopted by the Board of Directors.

"Options" shall be defined as rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock.

2) Adjustment for Dilutive Issuance of Additional Common Stock. The Series A Convertible Preferred Stock will be subject to anti-dilution protection on a "weighted average" basis, as more fully set forth below in Section 5.M(5), in the event that the Corporation issues Additional Common Stock. The Series A-1 Convertible Preferred Stock will be subject to anti-dilution protection on a "full ratchet" basis, as more fully set forth below in Section 5.M(7), in the event that the Corporation issues Additional Common Stock.

3) No Adjustment. No adjustment in the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, shall be made as the result of the issuance or deemed issuance of Additional Common Stock if: (i) the Corporation receives as a result of issuing Additional Common Stock consideration per share of Additional Common Stock equal to or greater than the Series A Conversion Price or the Series A-1 Conversion Price, as applicable; or (ii) the Corporation receives written notice from the holders of (A) with respect to adjustment of the Series A Convertible Preferred Stock, at least a majority of the then outstanding shares of Series A Convertible Preferred Stock and (B) with respect to adjustment of the Series A-1 Convertible Preferred Stock, at least a majority of the then outstanding shares of Series A-1 Convertible Preferred Stock. In each case, agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Common Stock.

4) Deemed Issue of Additional Shares of Common Stock.

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

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, pursuant to the terms of Section 5.M(2), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then,

effective upon such increase or decrease becoming effective, the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price or Series A-1 Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Series A Conversion Price or the Series A-1 Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price or Series A-1 Conversion Price, as applicable, in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series A Conversion Price or Series A-1 Conversion Price, as applicable, that would have resulted from any issuances of Additional Common Stock (other than deemed issuances of Additional Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, pursuant to the terms of Section 5.M(2) (either because the consideration per share (determined pursuant to Section 5.M(6) of the Additional Common Stock subject thereto was equal to or greater than the Series A Conversion Price or Series A-1 Conversion Price, as applicable, then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date or the Series A-1 Original Issue Date), are revised after the Series A Original Issue Date or Series A-1 Original Issue Date, as applicable, as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Common Stock subject thereto (determined in the manner provided in Section 5.M(4)(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, pursuant to the terms of Section 5.M(2), such Series A Conversion Price or Series A-1 Conversion Price shall be readjusted to such Series A Conversion Price or Series A-1 Conversion Price, as applicable, as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price or Series A-1 Conversion Price, as applicable, provided for in this Section 5.M(4) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 5.M(4)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price or Series A-1 Conversion Price, as applicable, that would result under the terms of this Section 5.M(4) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price or Series A-1 Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

5) Adjustment of Series A Conversion Price Upon Issuance of Additional Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Common Stock without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1 * (A + B) \div (A + C).$$

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

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

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

“A” shall mean the number of Common Stock outstanding immediately prior to such issue of Additional Common Stock (treating for this purpose as outstanding all Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series A Convertible Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

"B" shall mean the number of Common Stock that would have been issued if such Additional Common Stock had been issued at a price per share equal to CP1; and

"C" shall mean the number of such Additional Common Stock issued in such transaction.

6) For purposes of this Section 5.M, the consideration per share received by the Corporation for the issue of any share of Additional Common Stock shall be computed as follows:

- (a) Cash and Property. Such consideration shall: (i) insofar as it consists of cash, be computed as the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest; (ii) insofar as it consists of property other than cash, be computed as the fair market value thereof at the time of such issue; and (iii) in the event Additional Common Stock are issued together with other stock or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors.

7) Adjustment of Series A-1 Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A-1 Original Issue Date issue Additional Common Stock without consideration or for a consideration per share less than the Series A-1 Conversion Price in effect immediately prior to such issue, then the Series A-1 Conversion Price shall be reduced, concurrently with such issue, to the consideration per share received by the Corporation for such issue or deemed issue of the Additional Common Stock; provided that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$0.001 of consideration for all such Additional Common Stock issued or deemed to be issued.

8) Multiple Closing Dates for Issuance of Additional Common Stock. If the Corporation shall issue on more than one date Additional Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, pursuant to the terms of Section 5.M, then, upon the final such issuance, the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

9) Adjustment for Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date or the Series A-1 Original Issue Date, as applicable, combine the outstanding Common Stock, the Series A Conversion Price and Series A-1 Conversion Price in effect immediately before the combination shall be increased as of the time of such combination or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series

A Conversion Price or the Series A-1 Conversion Price, as applicable, then in effect by a fraction:

- (a) the numerator of which shall be the total number of Common Stock issued and outstanding immediately prior to the time of such combination or the close of business on such record date, and
- (b) the denominator of which shall be the total number of Common Stock issued and outstanding immediately after the time of such combination or the close of business on such record date.

10) Adjustment for Certain Distributions. If the Corporation at any time or from time to time after the Series A Original Issue Date or the Series A-1 Original Issue Date, as applicable, shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a distribution payable on the Common Stock in additional Common Stock, then, and in each such event, the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price or the Series A-1 Conversion Price, as applicable, then in effect by a fraction:

- (a) the numerator of which shall be the total number of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and
- (b) the denominator of which shall be the total number of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Common Stock issuable in payment of such distribution.

Article IV **Registered Office and Agent**

The street address of the registered office of this Corporation is 4063 Salisbury Road, Jacksonville, FL 32216 and the name of the registered agent of this Corporation at that address is Stephen D. Bradley.

Article V **Directors**

1. Number. The Board of Directors shall consist of five (5) members. The number of directors may be increased or diminished from time to time by the bylaws, but shall never be less than one (1).

2. If any vacancy occurs in the Board of Directors during a term, the remaining directors, by affirmative vote of a majority thereof, may elect a director to fill the vacancy until the next annual meeting of shareholders.

Article VI
Bylaws

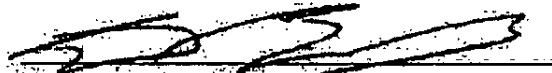
The power to adopt, amend or repeal bylaws for the management of this Corporation shall be vested in the Board of Directors or the shareholders, but the Board of Directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subject to the amendment or repeal by the Board of Directors.

Article VII
Amendment

This Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Second Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the incorporator has executed these Second Amended and Restated Articles of Incorporation the 23rd day of March, 2016.

MEDICAL TRACKING SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read "Stephen D. Bradley", is written over a horizontal line.

Name: Stephen D. Bradley
Title: Chief Executive Officer

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

THE UNDERSIGNED, having been named in the foregoing Second Amended and Restated Articles of Incorporation as the registered agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that it is familiar with, and hereby accepts, the obligations set forth in Section 607.0505, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as the registered agent of Medical Tracking Solutions, Inc.

DATED: Effective this 23rd day of March, 2016.


Stephen D. Bradley, Registered Agent