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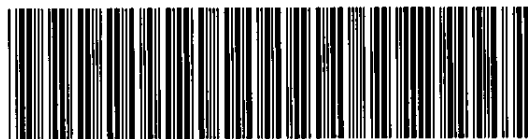
(Business Entity Name)

(Document Number)

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443-04784 CMD 4/12



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195  
REFERENCE : 604600 4375419  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ 113.75

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TALLAHASSEE, FLORIDA

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ORDER DATE : April 9, 2013  
ORDER TIME : 3:36 PM  
ORDER NO. : 604600-005  
CUSTOMER NO: 4375419

DOMESTIC AMENDMENT FILING

NAME: VIA RESPONSE TECHNOLOGIES, LLC

EFFECTIVE DATE:

XX CERTIFICATE OF CONVERSION  
XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight -- EXT# 52956

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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13 APR 10 PM 1:45

STATE OF FLORIDA  
DIVISION OF CORPORATIONS

April 10, 2013

CSC

WALK-IN

**RESUBMIT**  
Please give original  
submission date as file date.

SUBJECT: VIA RESPONSE TECHNOLOGIES, INC.  
Ref. Number: W13000020784

We have received your document for VIA RESPONSE TECHNOLOGIES, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Certificate of Conversion must be signed by an authorized person.

The effective date of the conversion cannot be prior to the date of filing nor more than 90 days after the date of filing and must be the same as the effective date listed in the Florida Articles of Incorporation, if any.

The Certificate of Conversion must be signed by an authorized person.

We are enclosing the proper form(s) with instructions for your convenience.

You must list at least one incorporator with a complete business street address.

Section 607.0120(6)(b), or 617.0120(6)(b), Florida Statutes, requires that articles of incorporation be executed by an incorporator.

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

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Maryanne Dickey  
Regulatory Specialist II  
New Filing Section

Letter Number: 113A00008422



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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April 11, 2013

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WALK-IN

**RESUBMIT**

Please give original  
submission date as file date.

SUBJECT: VIA RESPONSE TECHNOLOGIES, INC.  
Ref. Number: W13000020784

We have received your document for VIA RESPONSE TECHNOLOGIES, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The effective date of the conversion cannot be prior to the date of filing nor more than 90 days after the date of filing and must be the same as the effective date listed in the Florida Articles of Incorporation, if any.

The Certificate of Conversion must be signed by an authorized person.

The "Certificate of Conversion" requires two (2) signatures.

The effective date stated in the conversion must also be stated in the "Articles of Incorporation".

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

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Maryanne Dickey  
Regulatory Specialist II  
New Filing Section

Letter Number: 113A00008422

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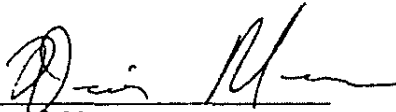
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TALLAHASSEE, FLORIDA

**CERTIFICATE OF CONVERSION  
FROM OTHER BUSINESS ENTITY  
TO FLORIDA PROFIT CORPORATION**  
(Section 607.1115, Florida Business Corporation Act)

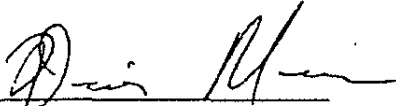
This Certificate of Conversion and attached Articles of Incorporation are submitted to convert **VIA RESPONSE TECHNOLOGIES, LLC**, a Florida limited liability company, into **VIA RESPONSE TECHNOLOGIES, INC.**, a Florida profit corporation in accordance with Section 607.1115 of the Florida Business Corporation Act. **L10000086501**

1. The name of the Other Business Entity immediately prior to the filing of this Certificate of Conversion is **VIA RESPONSE TECHNOLOGIES, LLC**.
2. The Other Business Entity is a limited liability company first organized under the laws of Florida on August 17, 2010.
3. The name of the Florida Profit Corporation as set forth in the attached Articles of Incorporation is **VIA RESPONSE TECHNOLOGIES, INC.**
4. This conversion shall be effective in Florida at 9:00 a.m. on April 10, 2013.

Signature: 

Derrick Meer.

Authorized Person for VIA RESPONSE TECHNOLOGIES, INC.

  
Derrick Meer.

Derrick Meer, as Manager of VIA RESPONSE TECHNOLOGIES, LLC

**ARTICLES OF INCORPORATION  
OF  
VIA RESPONSE TECHNOLOGIES, INC.**

(Pursuant to Sections 607.1001, 607.1003, 607.1006 and 607.1007  
of the Florida Business Corporation Act (the "*Florida Act*"))

Via Response Technologies, Inc., a corporation organized and existing under and by the provisions of the Act,

**DOES HEREBY CERTIFY:**

**I.**

The name of this company is **VIA RESPONSE TECHNOLOGIES, INC.** (the "*Company*").

**II.**

The address of the registered office of this Company in the State of Florida is 2216 Smoketree Ct., Longwood, Florida, 32779, and the name of the registered agent of this Company in the State of Florida at such address is Joseph E. Burns.

**III.**

The street address of the principal office and mailing address of the Company is 3251 Progress Drive, Suite D-3, Orlando, Florida 32826.

**IV.**

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Florida Act.

**V.**

**A.** The Company is authorized to issue two classes of stock to be designated, respectively, "*Common Stock*" and "*Preferred Stock*." The total number of shares which the Company is authorized to issue is Three Million Two Hundred Thirteen Thousand Four Hundred Twenty-Eight (3,213,428) shares, One Million Nine Hundred Seventy-One Thousand Two Hundred Sixty-Four (1,971,264) shares of which shall be Common Stock (the "*Common Stock*") and One Million Two Hundred Forty-Two Thousand One Hundred Sixty-Four (1,242,164) shares of which shall be Preferred Stock (the "*Preferred Stock*"). The Common Stock and the Preferred Stock shall each have a par value of \$0.001 per share.

**B.** Irrespective of any contrary provisions contained in the Florida Business Corporation Act (the "*Florida Act*"), the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding)

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by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if converted to Common Stock basis).

C. The Company has designated Four Hundred Thirty-Nine Thousand Five Hundred (439,500) shares of the authorized Preferred Stock of the Corporation as "**Subordinated Preferred Stock**" with the rights, preferences, powers, privileges and restrictions, qualifications and limitations described herein. All of such authorized shares of Subordinated Preferred Stock have been issued. The Company is not authorized to issue any additional Subordinated Preferred Stock. The Company has designated Eight Hundred Two Thousand Six Hundred Sixty-Four (802,664) shares of the authorized shares of Preferred Stock as "**Series A Preferred**", with the rights, preferences, powers, privileges and restrictions, qualifications and limitations described herein. The Series A Preferred Stock and the Subordinated Preferred Stock are referred to collectively herein as the "**Preferred Stock**."

D. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred are as follows:

1. **DIVIDEND RIGHTS.**

(a) From and after the date of the issuance of any shares of Preferred Stock, dividends at a rate per annum of six percent (6%) of the Series A Original Issue Price (as defined below) or the Subordinated Preferred Original Issue Price (as defined below), as applicable, shall accrue on such shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock or any applicable series thereof) (the "**Accruing Dividends**"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided, however, that except as set forth in the following sentence of this Section 1 or in Section 3(a) (including upon a Deemed Liquidation, as hereinafter defined), Section 5, and Section 6, such Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors (the "**Board**") and the Company shall be under no obligation to pay such Accruing Dividends. The Company shall not declare, pay, or set aside any dividends on shares of any other class or series of capital stock of the Company (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) (i) the holders of the Series A Preferred then outstanding shall first receive, or simultaneously receive, the Accruing Dividends attributable to their Series A Preferred and (ii) only after such time, or at the same time, as the Series A Preferred shall have received any outstanding Accruing Dividends upon the Series A Preferred, the holders of the Subordinated Preferred Stock then outstanding shall receive, or simultaneously receive, the Accruing Dividends attributable to their Subordinated Preferred Stock. With respect to any dividends other than the Accruing Dividends, the holders of the Preferred Stock then outstanding shall be entitled to receive, out of funds legally available therefor, dividends at such times and in such amounts as to be received by the holders of Common Stock pro rata based on the amount of shares of Common Stock held by each, determined on an as-if converted to Common Stock basis, assuming full conversion of all such Preferred Stock.

(b) The "**Original Issue Price**" shall be **\$2.4917** per share for the Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(c) The "**Subordinated Preferred Original Issue Price**" shall be **\$1.3652** per share for the Subordinated Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(d) So long as any shares of Preferred Stock are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all dividends as set forth in Section 1(a) above on the Preferred Stock shall have been paid or declared and set apart.

(e) The provisions of Sections 1(d) shall not apply to (i) a dividend payable solely in Common Stock, (ii) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at the lesser of cost or fair market value upon termination of services to the Company or (iii) acquisitions of Common Stock that have been approved in accordance with Section 2(b)(iv) below.

(f) Whenever a dividend provided for in this Section 1 shall be payable in property other than cash, the value of such dividend shall be the fair market value of such distribution as determined in good faith by the Board.

## **2. VOTING RIGHTS.**

(a) **General Rights.** Each holder of shares of the Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock, except that the holders of the Preferred Stock shall not be entitled to vote in connection with any election for or removal of directors elected pursuant to the provisions of Section 2(c)(ii) below, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Preferred Stock shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) **Separate Vote of Series A Preferred.** For so long as any shares of Series A Preferred remain outstanding (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof), in addition to any other vote or consent required herein or by law, the affirmative vote or written consent of the holders of a majority of the then-outstanding shares of Series A Preferred, voting as separate class, shall be necessary for the Company to effect or validate any of the following actions



(whether by amendment, merger, consolidation, or otherwise) or to permit any subsidiary of the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise):

(i) Any action that alters or changes the rights, preferences, privileges or restrictions of the Preferred Stock;

(ii) Any increase or decrease in the authorized number of shares of Series A Preferred or Common Stock;

(iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company having rights, preferences and privileges on a parity with or senior to the Series A Preferred with respect to dividends, liquidation preference, voting, redemption or antidilution protection;

(iv) Any redemption or repurchase of the Company's Common Stock or Series A Preferred (except for acquisitions of Common Stock by the Company permitted by Section 1(d)(ii) above);

(v) Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4(b) below);

(vi) Any voluntary dissolution or liquidation of the Company;

(vii) Any amendment, alteration, waiver or repeal of any provision of the Articles of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation);

(viii) Any increase or decrease in the authorized number of members of the Board;

(ix) Any action that results in the payment or declaration of a dividend on any shares of Common Stock or Preferred Stock (other than as permitted pursuant to Section 1(c) above); or

(x) Any increase in management compensation.

**(c) Election of Board of Directors.**

(i) For so long as any shares of Series A Preferred remain outstanding, the holders of Series A Preferred, voting as a separate class, shall be entitled to elect two (2) members of the Board (the "*Series A Designees*") at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such directors;

(ii) The holders of Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; and

(iii) For so long as any shares of Subordinated Preferred Stock remain outstanding, the holders of Subordinated Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board (the "***Subordinated Preferred Designee***"), at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director.

### 3. LIQUIDATION RIGHTS.

(a) **Preferred.** Subject to Section 3(c) below, upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "***Liquidation Event***") before any distribution or payment shall be made to the holders of any Common Stock:

(i) first, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Series A Preferred held by them, an amount per share of Series A Preferred equal to the sum of (i) the Original Issue Price plus (ii) any Accruing Dividends accrued but unpaid thereon, whether or not declared, and any other dividends declared but unpaid on such share of Series A Preferred (the "***Series A Preferred Liquidation Preference***"), and then, only upon satisfaction in full of the Series A Preferred Liquidation Preference,

(i) second, and only following the payment in full of the entire Series A Preferred Liquidation Preference, the holders of Subordinated Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Subordinated Preferred Stock held by them, an amount per share of Subordinated Preferred Stock equal to the sum of (i) the Subordinated Preferred Original Issue Price plus (ii) any Accruing Dividends accrued but unpaid thereon, whether or not declared, and any other dividends declared but unpaid on such share of Subordinated Preferred Stock (the "***Subordinated Preferred Liquidation Preference***")

If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in Section 3(a)(i), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled if such amounts had been paid in full. If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such transaction) shall be sufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(a)(i), but

insufficient to make payment in full to all holders of Subordinated Preferred Stock set forth in this Section 3(a)(ii) of the liquidation preference set forth in Section 3(a)(ii), then the remaining assets (or consideration) after satisfaction in full of such Series A Preferred Liquidation Preference shall be distributed among the holders of Subordinated Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled if such amounts had been paid in full.

**(b) Remaining Assets.** After the payment of the full Series A Preferred Liquidation Preference and the Subordinated Preferred Liquidation Preference, the remaining assets of the Company legally available for distribution in such Liquidation Event (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock and the Preferred Stock on an as-if-converted to Common Stock basis.

**(c) Deemed Conversion.** Notwithstanding Sections 3(a) and (b) above, solely for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event, the Preferred Stock shall be treated as if all holders of the Preferred Stock had converted such holder's shares of Preferred Stock into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion of Preferred Stock (including taking into account the operation of this paragraph (c) with respect to all shares of Preferred Stock), holders of such Preferred Stock would receive (with respect to the shares of such Preferred Stock), in the aggregate, an amount greater than the amount that would be distributed to holders of such Preferred Stock if such holders had not converted such Preferred Stock into shares of Common Stock. If holders of Preferred Stock are treated as if they had converted shares of Preferred Stock into Common Stock pursuant to this paragraph, then the holders of Preferred Stock shall not be entitled to receive any distribution pursuant to Sections 3(a) or (b) above that would otherwise be made to holders of such Preferred Stock.

#### 4. ASSET TRANSFER OR ACQUISITION RIGHTS.

**(a)** An Acquisition or Asset Transfer (each as hereinafter defined) shall be deemed to be a liquidation of the Company (including, without limitation, for the purposes of Section 3 above) (a "**Deemed Liquidation**"), unless the holders of at least a majority of the then-outstanding Series A Preferred, voting as a separate class, elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such Acquisition or Asset Transfer. The Company shall not have the power to effect any transaction constituting a Deemed Liquidation unless the definitive documents effecting such Deemed Liquidation provide that the consideration payable to the stockholders of the Company shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a), (b) and (c) above. The amount deemed paid or distributed to holders of capital stock of the Company upon any Deemed Liquidation shall be determined in accordance with Section 4(c) below.

**(b)** For the purposes of this Article IV: (i) "**Acquisition**" shall mean (A) any recapitalization, reclassification, consolidation, stock exchange or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such recapitalization, reclassification, consolidation, stock exchange, merger or

reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof or (z) any transfer of such voting power or equity ownership without consideration from a stockholder of a Company to such stockholder's affiliates, stockholders, members or family members such that the total amount of equity ownership or voting power held by such stockholder and its affiliates, stockholders, members or family members shall in the aggregate be the same before and after the transaction; and (ii) "*Asset Transfer*" shall mean a sale, lease or other disposition of all or substantially all of the assets or intellectual property of the Company or the granting of one or more exclusive licenses which individually or in the aggregate cover all or substantially all of the intellectual property of the Company.

(c) In any Acquisition or Asset Transfer, (i) if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board, on the date such determination is made; provided, however, that any publicly-traded securities to be distributed to stockholders will be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30)-day period ending three (3) calendar days prior to the closing of such Acquisition or Asset Transfer; and

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30)-day period ending three (3) calendar days prior to the closing of such Acquisition or Asset Transfer.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Sections 4(c)(i)(A) and (B) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

(d) Notwithstanding anything to the contrary in this Section 4, if the definitive transaction documents for an Acquisition or Asset Transfer provide for a different method of valuation, the method of valuation set forth in such documents shall control.

(e) **Allocation of Escrow.** In the event of a Deemed Liquidation, if any portion of the consideration payable to the stockholders of the Company is placed into escrow or is payable to the stockholders of the Company subject to contingencies, the definitive acquisition agreement relating thereto shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation and (ii) any additional consideration which becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above after taking into account the previous payment of the Initial Consideration as part of the same transaction.

## 5. **CONVERSION RIGHTS.**

The holders of the Preferred Stock shall have the following rights with respect to the conversion of the Preferred Stock into shares of Common Stock (the "**Conversion Rights**"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred shall be entitled upon conversion shall be the product obtained by multiplying the Series A Preferred Conversion Rate then in effect (determined as provided in Section 5(b)(i)) by the number of shares of Series A Preferred being converted. The number of shares of Common Stock to which a holder of Subordinated Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the Subordinated Preferred Conversion Rate then in effect (determined as provided in Section 5(b)(ii)) by the number of shares of Subordinated Preferred Stock being converted. In the event of a Trigger Payment Notice for the shares of Series A Preferred pursuant to Section 6, the shares designated to receive a trigger payment shall automatically convert in accordance with Section 5(l) herein, unless the Series A Trigger Price is not fully paid on such Trigger Payment Date, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

### (b) **Preferred Conversion Rate.**

(i) The conversion rate in effect at any time for conversion of the Series A Preferred (the "**Series A Preferred Conversion Rate**") shall be the quotient obtained by dividing the Series A Original Issue Price by the "**Series A Preferred Conversion Price**", calculated as provided in Section 5(c).

(ii) The conversion rate in effect at any time for conversion of the Subordinated Preferred Stock (the "***Subordinated Preferred Conversion Rate***") shall be the quotient obtained by dividing the Subordinated Preferred Original Issue Price by the "***Subordinated Preferred Conversion Price***", calculated as provided in Section 5(c).

**(c) Preferred Conversion Price.**

(i) The conversion price for Series A Preferred shall initially be the Series A Original Issue Price (the "***Series A Preferred Conversion Price***"). Such initial Series A Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series A Preferred Conversion Price herein shall mean the applicable Series A Preferred Conversion Price as so adjusted.

(ii) The conversion price for Subordinated Preferred Stock shall initially be the Subordinated Preferred Original Issue Price (the "***Subordinated Preferred Conversion Price***"). Such initial Subordinated Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Subordinated Preferred Conversion Price herein shall mean the applicable Subordinated Preferred Conversion Price as so adjusted.

**(d) Mechanics of Conversion.** Each holder of Preferred Stock who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Preferred Stock, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Preferred Stock being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in Common Stock (at the Common Stock's fair market value determined in good faith by the Board as of the date of such conversion) any accrued but unpaid Accruing Dividends, or any other dividends declared but unpaid, on the shares of Preferred Stock being converted and (ii) in cash (at the Common Stock's fair market value determined in good faith by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Preferred Stock. Such conversion shall be deemed to have been made at the close of business on the date of such delivery of the conversion notice and surrender of the certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

**(e) Adjustment for Stock Splits and Combinations.** If at any time or from time to time after the date that the first share of Preferred Stock is issued (the "***Original Issue Date***") the Company effects a subdivision of the outstanding shares of Common Stock without a corresponding subdivision of the Series A Preferred or the Subordinated Preferred Stock, as applicable, the applicable Series A Preferred Conversion Price for the Series A Preferred, or, as applicable, the Subordinated Preferred Conversion Price, in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from

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time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, without a corresponding combination of the Series A Preferred or the Subordinated Preferred Stock, as applicable, the applicable Series A Preferred Conversion Price for the Series A Preferred in effect immediately before the combination, or, as applicable, the Subordinated Preferred Conversion Price, shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

**(f) Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution on the Common Stock in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Series A Preferred, each Series A Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) Each Series A Preferred Conversion Price for each Series A Preferred shall be adjusted by multiplying each applicable Series A Preferred Conversion Price then in effect by a fraction:

(ii) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(iii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(iv) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, each Series A Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(v) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each Series A Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter each Series A Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

**(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), then following such recapitalization, reclassification, merger, consolidation or

other change, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the shares of that number of shares of Common Stock issuable upon conversion of such share of Preferred Stock immediately prior to such recapitalization, reclassification, merger, consolidation or other change would have been entitled to receive pursuant to such event, subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Preferred Stock after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of any applicable Series A Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series A Preferred, or, as applicable, the Subordinated Preferred Conversion Price and the number of shares issuable upon the conversion of the Subordinated Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

**(h) Sale of Shares Below Series A Preferred Conversion Price.**

(i) If at any time or from time to time after the Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then-effective Series A Preferred Conversion Price (a "*Qualifying Dilutive Issuance*"), then and in each such case, the then-effective Series A Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price (calculated to the eighth (8th) digit to the right of the decimal point) determined by multiplying the Series A Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (i) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (ii) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-effective Series A Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

(ii) For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of actually issued and outstanding shares of Common Stock on the day immediately preceding the given date, (B) the number of shares of Common Stock into which the then-outstanding shares of Series A Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.



(iii) No adjustment shall be made to any Series A Preferred Conversion Price in an amount less than one cent per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the applicable Series A Preferred Conversion Price.

(iv) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "**Aggregate Consideration**") shall be computed as follows: (A) to the extent it consists of cash, Aggregate Consideration shall be computed at the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, Aggregate Consideration shall be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, Aggregate Consideration shall be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(v) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "**Convertible Securities**") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than any Series A Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of any Series A Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the applicable Series A Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series A Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Series A Preferred.

(vi) For the purpose of making any adjustment to the Conversion Price of the Series A Preferred required under this Section 5(h), "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(A) shares of Common Stock issued upon conversion of the Series A Preferred or as a dividend on the Series A Preferred;

(B) shares of Common Stock or Convertible Securities issued with the consent of the Board after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to the Company's 2013 Stock Option Plan or such other stock purchase or stock option plan or other arrangements that have been approved Board (including the approval of the affirmative approval of the Series A Designees).

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock, Preferred Stock and Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board (including the affirmative approval of the Series A Designees);

(E) shares of Common Stock, Preferred Stock and Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board (including the affirmative approval of the Series A Designees); or

(F) shares of Common Stock, Preferred Stock and Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements approved by the Board (including the affirmative approval of the Series A Designees).

(G) shares of Common Stock, Preferred Stock and Convertible Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act of 1933, as amended; or

(H) shares of Common Stock, Preferred Stock and Convertible Securities issued to third-parties in exchange for or as partial consideration for services rendered to the Company, provided that the issuance of such shares has been approved by the Board (including the affirmative approval of the Series A Designees).

Shares of stock detailed in Section 4(h)(vi)(A)-(H) above are defined as the “*Excluded Securities*”.

References to Common Stock in the subsections of this clause (vi) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The “*Effective Price*” of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vii) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the “*First Dilutive Issuance*”), then in the event that the Company issues or sells, or is deemed

to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of transactions (a "*Subsequent Dilutive Issuance*"), then and in each such case upon a Subsequent Dilutive Issuance the Series A Preferred Conversion Price shall be reduced to the Series A Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(i) **Waiver of Antidilution Protection.** Notwithstanding anything to the contrary, any provision of Section 5(h) and any adjustments made or required to be made to the Series A Preferred Conversion Price pursuant hereto may be waived on behalf of all shares of Series A Preferred by the vote or written consent of the holders of a majority of the then-outstanding shares of Series A Preferred, voting as a separate class.

(j) **Certificate of Adjustment.** In each case of an adjustment or readjustment of any Series A Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred, if such Series A Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of such Series A Preferred at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the applicable Series A Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of such Series A Preferred.

(k) **Notices of Record Date.** Upon (i) any taking by the Company 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 other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series A Preferred at least ten (10) days prior to the record date, if any, specified therein (or if no record date is specified, the date upon which such action is to take effect, or in either case, such shorter period approved by the holders of a majority of the then-outstanding shares of Series A Preferred, voting together as a single class on an as-if converted to Common Stock basis) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, 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 Acquisition,

reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

**(l) Automatic Conversion.**

(i) Each share of Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective applicable Preferred Conversion Rate for such Series A Preferred, or the Subordinated Preferred Conversion Rate for such Subordinated Preferred Stock, (A) at any time upon the affirmative election of the holders of a majority of the outstanding shares of the Series A Preferred (voting as a separate class), (B) with respect only to the Series A Preferred, immediately following a trigger payment in full in accordance with Section 6(a) herein, or (C) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the market value of the Company in such offering is at least \$100,000,000 (calculated by multiplying the price per share of the stock issued in such public offering (before underwriting discounts, commissions, and fees) by the number of outstanding shares of capital stock on an as-if converted to Common Stock basis of the Company immediately prior to the closing of such public offering) and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$25,000,000 (a "**Qualified Public Offering**"). Upon such automatic conversion, any declared but unpaid dividends and any accrued but unpaid Accruing Dividends shall be paid as set forth in Section 5(l)(ii) below.

(ii) Upon the occurrence of either of the events specified in Sections 5(l)(i)(A), (B) or (C) above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing shares of Preferred Stock are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which such shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and any declared but unpaid dividends and any accrued but unpaid Accruing Dividends for any converted Series A Preferred shall be paid in Common Stock (at the Common Stock's fair market value, determined in good faith by the Board, as of the date of such conversion).

**(m) Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof

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shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined in good faith by the Board) on the date of conversion.

**(n) Reservation of Stock Issuable Upon Conversion.** The Company 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 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 Preferred Stock. 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 Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

**(o) Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

**(p) Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered.

## **6. TRIGGER PAYMENT.**

**(a) Series A Preferred.** If the Company receives a written request at any time on or after April 10, 2018 (the date of such request being the "**Trigger Payment Notice Date**") from the holders of at least a majority of the then outstanding shares of Series A Preferred, voting as a separate class, that the Company make a cash payment to the holders of Series A Preferred in an amount per share of Series A Preferred equal to the greater of (i) the Series A Original Issue Price, plus any accrued but unpaid Accruing Dividends (whether or not declared) and (ii) the fair market value per share of the Series A Preferred (without taking into account any discount for a minority interest) as determined in good faith by the Board (including the Series A Preferred Designees) (the "**Series A Trigger Price**"), then the Company shall, in one payment commencing sixty (60) days after the Trigger Payment Notice Date (the "**Trigger Payment Date**"), make such payment at the Series A Trigger Price for all of the then outstanding shares of Series A Preferred. If the funds of the Company legally available are insufficient make

the full trigger payment as provided herein, then those funds that are legally available on such Trigger Payment Notice Date shall be used to pay the maximum possible Series A Trigger Price per share of Series A Preferred, and all shares of Series A Preferred shall remain outstanding and entitled to all the privileges, rights and preferences provided herein until the full Series A Trigger Price has been paid. Once the full Series A Trigger Price has been paid in full, all shares of Series A Preferred shall automatically, and without any further action, payment or notice, be converted into a number of shares of Common Stock obtained by multiplying the Series A Preferred Conversion Rate then in effect (determined as provided in Section 5(b) herein) by the number of shares of Series A Preferred outstanding, in accordance with Section 5(l) herein.

**(b) Trigger Payment Notice.** Written notice of the trigger payment (the "**Trigger Payment Notice**") shall be mailed, postage prepaid, to each holder of record of Series A Preferred, at its post office address last shown on the records of the Company, or given by electronic communication in compliance with the provisions of the Florida Act. The Trigger Payment Notice shall state:

(i) the number of shares of Series A Preferred held by the holder upon which the Company shall make a trigger payment specified in the Trigger Payment Notice;

(ii) the date that the payment will occur and the Series A Trigger Price; and

(iii) that the holder is to surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred.

**(c) Surrender of Certificates; Payment.** On or before each Trigger Payment Date, each holder of Series A Preferred to receive a trigger payment, unless such holder has exercised his, her or its right to convert such shares as provided in Section 5 hereof, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company, in the manner and at the place designated in the Trigger Payment Notice, and thereupon the Series A Trigger Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a new certificate or certificates in accordance with Section 5(l)(ii).

**(d) Rights Subsequent to Trigger Payment.** If the Trigger Payment Notice shall have been duly given, and if on the Trigger Payment Date the Series A Trigger Price is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred which shall receive a trigger payment shall not have been surrendered, all

rights with respect to such shares (including, without limitation, the right to continue to accrue dividends pursuant to Section 1), shall forthwith after the Trigger Payment Date terminate, except only the right of the holders to receive the Series A Trigger Price without interest upon surrender of their certificate or certificates therefor.

**(e) Acquired Shares.** Any shares of Series A Preferred which are purchased, converted or otherwise acquired by the Company or any of its subsidiaries shall be automatically and immediately canceled and shall not be reissued, sold or transferred. Neither the Company nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred following a trigger payment.

**7. NO REISSUANCE OF PREFERRED STOCK.**

No shares of Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

**8. WAIVER.**

Unless otherwise expressly provided herein, any of the rights, powers, preferences and other terms of the Series A Preferred set forth herein may be waived in writing on behalf of all holders of Series A Preferred by the affirmative written consent or vote of the holders of a majority of the then outstanding shares of Series A Preferred, voting as a separate class. Unless otherwise expressly provided herein, any of the rights, powers, preferences and other terms of the Subordinated Preferred Stock set forth herein may be waived in writing on behalf of all holders of Subordinated Preferred Stock by the affirmative written consent or vote of the holders of a majority of the then outstanding shares of Subordinated Preferred Stock, voting as a separate class.

**VI.**

**A.** The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

**B.** To the fullest extent permitted by applicable law (and in all cases expressly in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the Florida Act), the Company shall provide indemnification of, and advancement of expenses to, directors, and is authorized to provide indemnification of, and advancement of expenses to, officers, employees, other agents of the Company and any other persons to which the Florida Act permits the Company to provide indemnification.

**C.** Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.



## VII.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in these Articles of Incorporation.

B. The Board is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; *provided however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by these Articles of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class on an as-if converted to Common Stock basis, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

## VIII.

In the event that a director of the Company who is also a partner or employee of an entity that is a holder of Series A Preferred and that is in the business of investing and reinvesting in other entities (each, a "*Fund*") acquires knowledge of a potential transaction or matter in such person's capacity as a partner or employee of the Fund and that may be a corporate opportunity for both the Company and such Fund (a "*Corporate Opportunity*"), then (i) such Corporate Opportunity shall belong to such Fund, (ii) such director shall, to the fullest extent permitted by law, have fully satisfied and fulfilled his fiduciary duty to the Company and its stockholders with respect to such Corporate Opportunity, and (iii) the Company, to the fullest extent permitted by law, waives any claim that such Corporate Opportunity constituted a corporate opportunity that should have been presented to the Company or any of its affiliates, provided, however, that such director acts in good faith and such opportunity was not offered to such person in his or her capacity as a director of the Company.

\* \* \* \*

**FOUR:** These Articles of Incorporation have been duly approved by the Board of the Company.

**FIVE:** These Articles of Incorporation have been approved by the holders of the requisite number of shares of said corporation in accordance with the Florida Act. These Articles of Incorporation have been duly adopted in accordance with the provisions of Section 607.0202,

and, as applicable, in accordance with Sections 607.1001, 607.1003, 607.1006, and 607.1007 of the Florida Act.

**SIX:** The name and address of the Incorporator are Derrick Meer, 3251 Progress Drive, Suite D-3, Orlando, Florida 32826.

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IN WITNESS WHEREOF, the Articles of Incorporation is effective the 10<sup>th</sup> day of April, 2013.

By: 

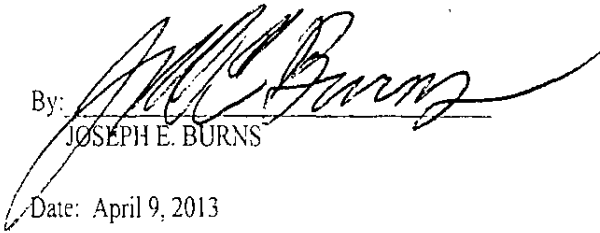
Derrick Meer, Incorporator

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## ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the above Articles of Incorporation of VIA RESPONSE TECHNOLOGIES, INC., I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties. I am familiar with and I accept the obligations of a registered agent.

By:

  
JOSEPH E. BURNS

Date: April 9, 2013

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