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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
BOXY CHARM, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	16
Estimated Charge	\$43.75

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BOXY CHARM, INC.**

(Pursuant to Chapter 607, Florida Business Corporation Act)

Boxy Charm, Inc., a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act (the "**Corporation Act**").

DOES HEREBY CERTIFY:

That the name of this corporation is Boxy Charm, Inc. (the "**Corporation**"), and that this corporation was originally incorporated pursuant to the Corporation Act on May 6, 2013. Amended and Restated Articles of Incorporation for the Corporation were filed on February 3, 2016, resulting in a stock split whereby each share of the Corporation's Common Stock (as defined below) automatically split on a 100,000-for-1 basis into 100,000 shares of the Corporation's Common Stock with no change to par value.

I. That the Board of Directors duly adopted resolutions proposing to amend and restate the Articles of Incorporation of this corporation as set forth in this Second Amended and Restated Articles of Incorporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Amended and Restated Articles of Incorporation of this Corporation be further amended and restated in their entirety to read as follows:

FIRST: The name of this corporation is Boxy Charm, Inc.

SECOND: The address and principal office and mailing address of the Corporation is 880 SW 145th Ave., Suite 300, in the City of Pembroke Pines, County of Broward.

THIRD: The address of the registered office of the Corporation in the State of Florida is 880 SW 145th Ave., Suite 300, in the City of Pembroke Pines, Florida 33027, County of Broward. The name of the registered agent is Yosef Y. Martin.

FOURTH: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Corporation Act.

FIFTH: Effective upon the filing of these Second Amended and Restated Articles of Incorporation (the "**Effective Time**"), the total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 18,000,000 shares of common stock, \$0.01 par value per share ("**Common Stock**") and (ii) 12,000,000 shares of preferred stock, \$0.01 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

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A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Articles of Incorporation that relates solely to the terms of the series of Preferred Stock if the holders of such affected series are entitled to vote thereon pursuant to the Articles of Incorporation or pursuant to the Corporation Act. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 607.0725 of the Corporation Act.

3. Exercise of Stock Options; Control Transactions. Pursuant to that certain 2017 Stock Option Equity Plan (as may be amended from time to time, the "**Plan**"), the Corporation may issue Stock Options (as defined in the Plan) entitling the holder of such Stock Option to acquire Common Stock upon payment of an exercise price and the satisfaction of other terms and conditions set forth in the Plan and the award agreement applicable to such Stock Option. In the event of a Covered Transaction, the exercise of each outstanding Stock Option shall be conditional (among any other conditions set forth in the Plan and the relevant award agreement) on the holder thereof executing (a) a counterpart signature page or a joinder to that certain Stockholders Agreement, dated as of February 3, 2016, among the Corporation and the other parties thereto (as amended from time to time), and (b) if at the time such Stock Option is exercised, the stockholders representing a majority of the voting power of the Corporation's capital stock have entered into a binding agreement to consummate such a Covered Transaction, a counterpart signature page or a joinder to such binding agreement agreeing to be bound by the terms thereof as a holder of the Corporation's Common Stock. For purposes of this paragraph, "**Covered Transaction**" shall mean any of (i) a consolidation, merger, or similar transaction or series of related transactions, including a sale or other disposition of stock, in which the Company is not the surviving corporation or which results in the acquisition of all or substantially all of the Company's then-outstanding capital stock by a single person or entity or by a group of persons and/or entities acting in concert, (ii) a sale or transfer of all or substantially all the Company's assets, or (iii) a dissolution or liquidation of the Company. Where a Covered Transaction involves a tender offer that is reasonably expected to be followed by a merger described in clause (i), the Covered Transaction will be deemed to have occurred upon consummation of the tender offer.

B. PREFERRED STOCK

The Preferred Stock has the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fifth refer to sections and subsections of Part B of this Article Fifth.

1. Dividends.

1.1 From and after the date of the issuance of any shares of Preferred Stock, the holders of record of shares of Preferred Stock shall be entitled to receive, out of funds legally available therefor, for each share of Preferred Stock, cumulative cash dividends at the annual rate of 10% of the Accrued Value, prior and in preference to any declaration or payment of any dividend to holders of shares of Common Stock. The "**Accrued Value**" shall mean, with respect to each share of Preferred Stock, an amount (as adjusted for stock dividends, stock splits, combinations, recapitalizations or other similar events affecting the Preferred Stock) equal to (i) the Original Issue Price *plus* (ii) the cumulative amount of accrued dividends on the share of Preferred Stock since the date of original issuance of such share *minus* (iii) an amount equal to any dividends on the Preferred Stock that have been paid. The "**Original Issue Price**" shall mean the price per share at which a share of Preferred Stock is issued (taking into account any and all adjustments to the price per share required under that certain Purchase and Reorganization Agreement (the "**Purchase Agreement**") dated February 3, 2016 (including any required post-closing adjustments)), subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization. Dividends on the Preferred Stock shall be payable when, and as if declared by the Board of Directors of the Corporation, shall be cumulative and shall accrue daily from and after, but shall compound annually on each anniversary of, the date of the original issuance of such share, whether or not earned or declared, and whether or not there are earnings or profits, surplus or other funds or assets of the Corporation legally available for dividends. If any accrued dividends have not been paid in cash on or prior to any anniversary of the date of the original issuance of such share, the amount of such accrued dividend shall be added to the Accrued Value, as provided in the definition thereof.

1.2 Subject to Section B.2.1, in the event that the Board of Directors of the Corporation shall declare a dividend payable upon the then outstanding shares of Common Stock (other than a stock dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of Preferred Stock shall be entitled, in addition to any cumulative dividends to which the holders of Preferred Stock may be entitled under Section B.1.1 above, to receive the amount of dividends per share of Preferred Stock that would be payable on the number of whole shares of Common Stock into which each share of Preferred Stock held by each holder could be converted pursuant to the provisions of Section B.4 below, such number to be determined as of the record date for the determination of holders of Common Stock entitled to receive such dividend.

1.3 The Board of Directors of the Corporation may fix a record date for the determination of holders of shares of Common Stock or Preferred Stock entitled to receive payment of a dividend declared thereon, which record date will be no more than 60 days and no less than 10 days prior to the date fixed for the payment thereof.

2. Distributions.

2.1 Payments to Holders of Preferred Stock and Common Stock. Distributions shall be made as follows:

2.1.1 first, to each holder of Preferred Stock (ratably based on the Required Amount of the shares of Preferred Stock held by a holder as of immediately prior to such distribution) an amount in cash per share of Preferred Stock held by such holder equal to the sum of the Accrued Value thereof plus an amount equal to all accrued and unpaid dividends on the Preferred Stock that have not previously been added to the Accrued Value (together, the "**Required Amount**");

2.1.2 second, to each holder of shares of Common Stock (ratably based on the number of shares of Common Stock held by each such holder as of immediately prior to such distribution), an amount in cash per share of Common Stock held by such holder equal to the aggregate Required Amount distributed pursuant to Section B.2.1.1 *divided by* the Converted Ownership Percentage at the time of such distribution *multiplied by* the Common Ownership Percentage at the time of such distribution *divided by* the number of shares of Common Stock outstanding at the time of such distribution (assuming that no shares of Preferred Stock have been converted into Common Stock). The **"Converted Ownership Percentage"** means, assuming the conversion of all the issued and outstanding shares of Preferred Stock into Common Stock, a percentage of the aggregate number of shares of Common Stock issued and outstanding after giving effect to such conversion owned in respect of such converted Preferred Stock by the persons who were holders of Preferred Stock prior to such conversion. The **"Common Ownership Percentage"** means, assuming the conversion of all the issued and outstanding shares of Preferred Stock into Common Stock, a percentage of the aggregate number of shares of Common Stock issued and outstanding after giving effect to such conversion represented by the shares that were Common Stock prior to such conversion.

2.1.3 thereafter, to each holder of the shares of Common Stock and Preferred Stock pro rata in equal amounts per share.

2.2 Deemed Liquidation Events.

2.2.1 Definition. Each of the following events shall be considered a **"Deemed Liquidation Event"** unless the holders of at least 50% of the outstanding shares of Preferred Stock elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event (provided that for the avoidance of doubt the exercise or consummation of the Founder Liquidity Option and/or the Balance Sheet Cash Option, as such terms are defined and provided for in the Purchase Agreement, shall not cause or contribute to a Deemed Liquidation Event):

- (a) a merger or consolidation with any unrelated third party
- in which
- (i) the Corporation is a constituent party, or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation with any unrelated third party of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the

Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.2.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection B.2.2.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections B.2.1.

(b) In the event of a Deemed Liquidation Event referred to in Subsection B.2.2.1(b), if the Corporation does not effect a dissolution of the Corporation under the Corporation Act within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the holders of at least 50% of the then outstanding shares of Preferred Stock so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Florida law governing distributions to stockholders (the "**Available Proceeds**"), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock (the "**Redemption**") at a price per share equal to the Required Amount (the "**Redemption Price**"). Notwithstanding the foregoing, in the event of a Redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Florida law governing distributions to stockholders (the date of each such redemption payment, a "**Redemption Date**"). Prior to the distribution or Redemption provided for in this Subsection B.2.2.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except (i) to discharge expenses incurred and obligations required to be paid in connection with such Deemed Liquidation Event, and (ii) to satisfy any winding up or other proper expenses of the Corporation, as determined by the Board of Directors acting in good faith. The provisions of the following Sections B.2.2.2(b)(i)-(iii) apply to the Redemption of the Preferred Stock pursuant to this Subsection B.2.2.2(b). Any excess of the Available Proceeds over the Redemption Price remaining after consummating the Redemption may be distributed pro rata to the holders of Common Stock, as dividends, in redemption or liquidation, or any combination thereof.

- (i) Redemption Notice. The Corporation shall send written notice of the Redemption (the "**Redemption Notice**") to each holder of record of Preferred Stock not less than forty (40) days prior to each Redemption Date. Each Redemption Notice shall state:

(1) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

- (2) the Redemption Date and the Redemption Price; and
- (3) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

- (ii) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section B.4, shall, if a holder of shares in certificated form, 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 Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption 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. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.
- (iii) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon Redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for Redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the

Redemption Price without interest upon surrender of any such certificate or certificates therefor.

2.2.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

2.2.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection B.2.2.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "Additional Consideration"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection B.2.1 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection B.2.1 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection B.2.2.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Common Stock shall be entitled to cast one vote per share and each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The Board of Directors shall consist of five (5) members. The holders of record of the shares of Common Stock and Preferred Stock, each voting as separate classes, shall be entitled to elect the directors of the Corporation. So long as the Preferred Stock represents fifty (50%) percent or less of the combined voting power of the Common Stock and Preferred Stock (excluding, for purposes of such calculation, shares of Common Stock acquired by a holder in connection with the exercise of options pursuant to the terms of any incentive stock option plan), the holders of Preferred Stock, voting as a separate class, shall elect two (2) directors, and the holders of Common Stock, voting as a separate class, shall elect three (3) directors. After and so long as the Preferred Stock represents more than fifty (50%) percent of the combined voting power of the Common Stock and Preferred Stock (excluding, for purposes of such calculation, shares of Common Stock acquired by a holder in connection with the exercise of options pursuant to the terms of any incentive stock option plan), the holders of Preferred Stock, voting as a separate class, shall elect three (3) directors, and the holders of Common Stock, voting as a separate class, shall elect two (2) directors. Any director elected as

provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection B.3.2.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Original Issue Price for each share of Preferred Stock by the Preferred Conversion Price (as defined below) in effect at the time of conversion. The “**Preferred Conversion Price**” shall initially be equal to the Original Issue Price at Closing (as defined in the Purchase Agreement) (after giving effect to any then-applicable adjustments). Such initial Preferred Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation’s transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder’s shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder’s shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (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 Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection B.4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock (such Common Stock being called the "**Conversion Common Shares**"); and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock into Conversion Common Shares, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Preferred Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Preferred Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection B.4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Preferred Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section B.4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of Conversion Common Shares issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Preferred Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Preferred Conversion Price 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 Preferred Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares 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 shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Preferred Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other

distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section B.1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection B.2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections B.4.4, B.4.6 or B.4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, 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 number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section B.4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section B.4 (including provisions with respect to changes in and other adjustments of the Preferred Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock. For the avoidance of doubt, nothing in this Subsection B.4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the Corporation Act in connection with a merger triggering an adjustment hereunder, nor shall this Subsection B.4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Preferred Conversion Price pursuant to this Section B.4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Preferred Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Preferred Stock.

4.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation.

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

4.10 Limitations on Adjustments. For the avoidance of doubt, unless (i) the Founder Liquidity Option is exercised or (ii) there is a transaction between the KR Investor, as payor, and Martin (directly or indirectly), as payee, that involves an increase to the KR Investor's (and a decrease to Martin's) equity interests in the Company, then notwithstanding anything herein to the contrary, in no event shall any of the adjustments relating to the Preferred Stock provided for in Sections B.4.4, B.4.5, B.4.6, B.4.7, or pursuant to any of the provisions of the Purchase Agreement (including without limitation provisions relating to the "Newport Matter", as defined therein), either individually or cumulatively and in the aggregate, alone result in the holders of Preferred Stock having the right or ability either (a) to own, following conversion of all the issued and outstanding Preferred Stock into Common Stock (and including any Conversion Common Shares owned by such holders of Preferred Stock or any of their Affiliates), more than 48.8% of the aggregate number of shares of Common Stock (including Conversion Common Shares) issued and outstanding after giving effect to such conversion, or (b) to possess or exercise voting power representing an aggregate (including voting power with respect to any Conversion Common Shares owned by such holders of Preferred Stock or any of their Affiliates) more than 48.8% of the aggregate number of shares of Common Stock (including Conversion Common Shares) issued and outstanding. Capitalized terms used but not defined in this Section 4.10 shall have the meanings ascribed to them in the Purchase Agreement.

5. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

6. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least 50% of the shares of Preferred Stock then outstanding.

7. Notices. Any notice required or permitted by the provisions of this Article Fifth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in

compliance with the provisions of the Corporation Act, and shall be deemed sent upon such mailing or electronic transmission.

SIXTH: Subject to any additional vote required by these Second Amended and Restated Articles of Incorporation or the Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SEVENTH: Intentionally omitted.

EIGHTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

NINTH: Meetings of stockholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

TENTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Corporation Act or any other law of the State of Florida is amended after approval by the stockholders of this Article Tenth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Act as so amended.

Any repeal or modification of the foregoing provisions of this Article Tenth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ELEVENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Corporation Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the Corporation Act.

Any amendment, repeal or modification of the foregoing provisions of this Article Eleventh shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

TWELFTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries.

THIRTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the state and federal courts situated in the State of Florida shall be the sole and

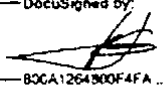
exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Corporation Act or the Corporation's Articles of Incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the state and federal courts situated in the State of Florida determine that there is an indispensable party not subject to the jurisdiction of the state and federal courts situated in the State of Florida (and the indispensable party does not consent to the personal jurisdiction of the state and federal courts situated in the State of Florida within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the state and federal courts situated in the State of Florida, or for which the state and federal courts situated in the State of Florida do not have subject matter jurisdiction. If any provision or provisions of this Article Thirteenth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Thirteenth (including, without limitation, each portion of any sentence of this Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

2. That the foregoing Second Amended and Restated Articles of Incorporation were approved by the holders of the requisite number of shares of the capital stock of this corporation on the date hereof in accordance with Section 607.1006 of the Corporation Act.

3. That these Second Amended and Restated Articles of Incorporation, which restate and integrate and further amend the provisions of this Corporation's Amended and Restated Articles of Incorporation, have been duly adopted in accordance with Sections 607.1003 and 607.1007 of the Corporation Act.

* * *

IN WITNESS WHEREOF, these Second Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of this corporation on this 28th day of October, 2020.

DocuSigned by:

By: BOCA1264300F4FA ..
President