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NAME: THE FRESH DIET, INC.

TYPE OF FILING: AMENDMENT

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AUTHORIZATION: ABBIE/PAUL HODGE



**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

THE FRESH DIET, INC.

Pursuant to the provisions of Section 607, Florida Statutes, the undersigned, being authorized to execute and file these Second Amended and Restated Articles of Incorporation for THE FRESH DIET, INC., a Florida corporation (the "Corporation"), Document No. P13000079315, amending and restating the Articles of Incorporation originally filed with the Florida Secretary of State on September 25, 2013, as amended by the Amended and Restated Articles of Incorporation filed with the Florida Secretary of State on February 25, 2016:

These Second Amended and Restated Articles of Incorporation (the "Articles") were duly adopted by the shareholders of the Corporation by unanimous written consent dated as of May 11, 2016.

**ARTICLE I
NAME**

The name of the Corporation is: The Fresh Diet, Inc.

**ARTICLE II
ADDRESS**

The principal office and mailing address of the Corporation shall be:

11900 Biscayne Blvd., Suite 630
North Miami, FL 33181

**ARTICLE III
NATURE OF BUSINESS**

The general nature of the business to be transacted by the Corporation is to conduct any and all lawful activities or business permitted under the laws of the United States of America and the State of Florida and in particular, without limitation, Chapter 607 of the Florida Statutes, entitled the Florida Business Corporation Act.

**ARTICLE IV
DURATION**

The existence of the Corporation shall be perpetual unless dissolved by law.

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ARTICLE V STOCK

A. CLASSES OF STOCK.

The Corporation is authorized to (i) issue 2,000,000 shares of common stock, no par value (the "Common Stock") and (ii) 40 shares of Preferred Stock, no par value (the "Preferred Stock"), all of which are hereby designated as the Series A Preferred Stock of the Corporation (the "Series A Preferred").

B. RIGHTS, PREFERENCES AND RESTRICTIONS OF PREFERRED STOCK.

The Series A Preferred shall have the rights and preferences set forth below in this Article V(B):

1. **Dividends.** The holders of Series A Preferred shall be entitled to receive (i) any non-cash dividends declared by the Board of Directors of the Corporation (the "Board") on an as-converted basis and (ii) dividends in preference to any dividends on the shares of Common Stock, at an annual rate equal to 10% of the price paid for such shares of Series A Preferred by the holders thereof. Such dividends will be cumulative and will be paid only when and if declared by the Board out of funds legally available therefor.

2. **Voting Rights.** Each share of Series A Preferred shall entitle the holder thereof to such number of votes per share as shall equal the number of shares of Common Stock (rounded to the nearest whole number) into which such share of Series A Preferred is then convertible as provided in Section 5 below and except as required by law, shall further entitle the holder thereof to vote on all matters as to which holders of Common Stock shall be entitled to vote (with the number of votes specified in this Section 2), together with such holders of Common Stock as one class and in the same manner and with the same effect as such holders of Common Stock. However, the Series A Preferred shall also entitle the holder to a class vote as provided by law and, so long as at least any shares of Series A Preferred are outstanding, approval by holders of a majority of the outstanding shares of Series A Preferred (the "Series A Majority") is required for:

(a) any amendment or change to the rights, preferences, privileges or powers of the Series A Preferred;

(b) any action that authorizes, creates or issues shares of any class of stock having rights, preferences or privileges superior to or on parity with the Series A Preferred;

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

(d) the approval of: (i) a Sale of the Corporation (as defined below), (ii) any merger or consolidation of the Corporation with one or more other corporations in which the shareholders of the Corporation immediately after such merger or consolidation hold stock representing less than a majority of the voting power of the outstanding stock of the surviving corporation and any sale of all or substantially all of the assets of the Corporation, or (iii) any transaction in which control of the Corporation is transferred, (provided, that notwithstanding the foregoing, a merger, reorganization or other acquisition wherein all or substantially all of the assets are transferred to a new entity of which at least 50% of the voting control (including without limitation the right to elect a majority of the Board) is held by the shareholders of the Corporation holding a majority of the Common Stock calculated on a fully diluted basis immediately prior to such transaction shall not constitute a transaction for which the approval of the Series A Preferred is required);

- (e) any amendment or waiver of any provisions of the Corporation's Articles of Incorporation or Bylaws that adversely affects the rights of the Series A Preferred;
- (f) any redemption, repurchase, payment of any dividend or other distribution with respect to the Common Stock;
- (g) any increase in the size of the Board beyond five (5) persons;
- (h) any transaction or indirect transaction involving the Corporation and any of (1) Scher Zalman Duchman; (2) Deborah Lee Duchman or (3) New FreshCo., LLC (collectively, the "Founders"), officer or director other than in the ordinary course of business on an arms-length basis;
- (i) any material change in the Corporation's lines of business;
- (j) any incurrence of debt in excess of the net worth of the Corporation at the time of the proposed debt transaction; or
- (k) any elective decision of the Corporation to convert or repay any portion of any outstanding convertible promissory notes with the capital stock of the Corporation.

As used herein, a "Sale of the Corporation" means the consummation of a transaction, whether in a single transaction or in a series of related transactions, pursuant to which any Person or Persons: (i) acquire (whether by merger, consolidation, recapitalization, reorganization, redemption, or issuance of capital stock or otherwise) capital stock of the Company (or any surviving or resulting corporation) possessing the voting power to elect a majority of the board of directors of the Company (or such surviving or resulting corporation), or (ii) acquire assets constituting all or substantially all of the assets of the Company and its Subsidiaries (as determined on a consolidated basis).

3. Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation or upon any event which constitutes a Deemed Liquidation Event (as defined herein), either voluntary, involuntary, the holders of the Series A Preferred shall be entitled to receive in preference to the Common Stock an amount payable in cash equal to four (4) times the sum of (a) the purchase price paid for such Series A Preferred (the "Original Purchase Price") plus (b) any accrued but unpaid dividends thereon (the "Liquidation Preference"). After the payment of the Liquidation Preference to the holders of the Series A Preferred, the remaining assets shall be distributed ratably to the holders of the Common Stock and the Series A Preferred (assuming the conversion of all of the Series A Preferred). A "Deemed Liquidation Event" shall mean any of the following events: (i) a merger or consolidation where the Corporation is not a surviving entity and the survivor is not an affiliate of a stockholder at the time of merger or consolidation or where the Corporation is a surviving entity but the majority of the voting shares of the merged company are held by stockholders who were not stockholders of the Corporation prior to the merger or consolidation and the majority of voting shares of the merged company are held by stockholders who are not affiliates of stockholders of the Corporation at the time of the merger, (ii) a sale, lease or other disposal of all or substantially all of the Corporation's securities or assets, or (iii) any similar transaction or series of transactions which causes either of the foregoing.

4. Redemption. At the election of the Series A Majority, the Corporation shall redeem the outstanding shares of Series A Preferred for cash, payable in four (4) equal installments, provided, however, that the Corporation shall not be required to redeem the shares of Series A Preferred if doing so would result in the Corporation becoming insolvent or unable to pay its debts and obligations as they become due,

in the ordinary course of business, as determined by the Board. The price for the Series A Preferred to be paid in connection with the redemption of the shares of Series A Preferred, as set forth in this Section 4, shall be equal to the Original Purchase Price plus declared and unpaid dividends.

5. Conversion Rights. The holders of shares of Series A Preferred shall have the following conversion rights:

(a) At Option of the Holder. Subject to and in compliance with the provisions of this Section 5, any shares of Series A Preferred may, at the option of the holder thereof, be converted at any time or from time to time into fully paid and non-assessable shares of Common Stock. Each share of Series A Preferred is convertible at any time at the option of the holder into that number of shares of Common Stock equal to one percent (1%) of the outstanding Common Stock, after giving effect to the full conversion of the Series A Preferred and all other Common Stock Equivalents (defined below) as of the date of the issuance of the Series A Preferred other than the IVFH Note (as defined below)) (the "Conversion Ratio"); provided however, that in the event that at the time of conversion of the Series A Preferred, the IVFH Note has not been fully converted, but is thereafter fully converted, the holders who converted such Series A Preferred shall be entitled to receive from the Corporation additional shares of Common Stock in an amount that would have been issued to them had the IVFH Note been fully converted prior to such conversion of the Series A Preferred. The initial conversion price (the "Conversion Price") is equal to the Original Purchase Price. The Conversion Ratio and the Conversion Price will be subject to the additional anti-dilution adjustments below

As used herein, "Common Stock Equivalents" means any warrants, options, subscriptions, convertible notes or purchase rights with respect to shares of Common Stock and the issuance, whether directly or indirectly, of any securities convertible into or exercisable or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscriptions, convertible notes or purchase rights with respect to such convertible or exercisable or exchangeable securities. "IVFH Note" means that certain Consolidated Convertible Promissory Note of the Corporation, dated as of February 22, 2016, in the principal amount of \$8,700,000 in favor of Innovative Food Holdings, Inc.

(b) Automatic Conversion.

(i) Mandatory Conversion. In the event of: (1) an underwritten public offering of shares of the Corporation resulting in net proceeds to the Corporation of not less than \$25,000,000 (a "Qualifying IPO"); or (2) approval by the Series A Majority, all outstanding shares of Series A Preferred shall be converted automatically into that number of shares of Common Stock into which such shares of Series A Preferred are then convertible pursuant to this Section 5 (subject to adjustment as provided in this Section 5) without any further action by the holders of such shares and whether or not the certificates representing such shares of Series A Preferred are surrendered to the Corporation or its transfer agent.

(ii) Procedure Upon Mandatory Conversion. Upon the effectiveness of the conversion of the Series A Preferred specified in Section 5(b)(i) above (the date and time of such effectiveness being referred to as the "Mandatory Conversion Date"), the holders of shares of Series A Preferred so converted shall surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Common Stock. Thereupon, there shall be issued and delivered to each such holder a certificate or certificates for the number of shares of Common Stock into which such shares of Series A Preferred so surrendered were convertible on the Mandatory Conversion Date and cash, in respect of any fraction of a share of Common Stock issuable upon such conversion. Upon such Mandatory Conversion Date, the rights of the holder as holder of the converted shares of Series A Preferred shall cease and the person or persons in whose name or names any certificate or certificates for shares of

Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby. The Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing such shares of Series A Preferred so converted are either delivered to the Corporation or any such transfer agent or the holder notifies the Corporation or any such transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

(c) Adjustments to Conversion Ratio.

(i) Adjustments for Stock Splits and Stock Dividends. Proportional adjustments to the Conversion Ratio will be made for stock splits and stock dividends.

(ii) Adjustments for Dilutive Issuances of Common Stock. The Conversion Ratio will also be adjusted in the event of the issuance by the Corporation of Common Stock at a price per share that is less than \$1,168.87 subject to the exceptions in Section 5(c)(v) below.

(iii) Adjustments for Issuance of Warrants, Options and Rights to Common Stock or Convertible Securities. For the purposes of this Section 5(c), the issuance, whether directly or indirectly, of any warrants, options, subscriptions, convertible notes or purchase rights with respect to shares of Common Stock and the issuance, whether directly or indirectly, of any securities convertible into or exercisable or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscriptions, convertible notes or purchase rights with respect to such convertible or exercisable or exchangeable securities (collectively, "Common Stock Equivalents") shall be deemed an issuance at such time of Common Stock if the Net Consideration Per Share (as hereinafter determined) which may be received by the Corporation for such Common Stock shall be less than the Conversion Ratio in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises.

The "*Net Consideration Per Share*" received by the Corporation in respect of the issuance of any Common Stock Equivalents means the amount equal to the total amount of consideration, if any, received by the Corporation (or in the case of convertible notes, the aggregate amount of principal and interest converted) for the issuance of such Common Stock Equivalents plus the minimum amount of consideration, if any, payable to the Corporation upon purchase, exercise, conversion or exchange thereof, divided by the maximum aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were purchased, exercised, exchanged or converted. The Net Consideration Per Share received by the Corporation shall be determined in each instance as of the date of issuance of any Common Stock Equivalents without giving effect to any possible future upward price adjustments or possible future upward rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(iv) Decreases in Conversion Price; Expiration or Cancellation of Warrants, Options or Rights without Exercise. Should the Net Consideration Per Share for any previously issued Common Stock Equivalents be decreased or increased from time to time for which an adjustment was made to the Conversion Price, then, upon the effectiveness of each such change, the Conversion Price shall be adjusted to such Conversion Price as would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made upon the basis of the actual Net Consideration Per Share of such securities, and (2) had any adjustments made to the Conversion Price since the date of issuance of such Common Stock Equivalents been made to the Conversion Value as adjusted pursuant to clause (1) immediately above. Any adjustment of the Conversion Price which relates to the issuance of particular Common Stock Equivalents shall be disregarded if, as, and when all of such Common Stock

Equivalents, lapse, terminate, expire or are cancelled without being exercised, exchanged or converted, so that the Conversion Value effective immediately upon such lapse, termination, cancellation or expiration shall be equal to the Conversion Price in effect at the time of the issuance of the lapsed, terminated, expired or cancelled Common Stock Equivalents, with such additional adjustments as would have been made to the Conversion Price had the lapsed, terminated, expired or cancelled Common Stock Equivalents not been issued.

(v) Exceptions to Adjustments for Dilutive Issuances. This Section 5(c) shall not apply to the issuance of:

- 1) shares of Common Stock granted or sold to directors, officers, employees, consultants or others providing services to the Corporation or any of its subsidiaries pursuant to any stock option plan, stock purchase plan, or other stock plan approved by the Board or otherwise;
- 2) shares of Common Stock issuable upon conversion or exercise of (A) any shares of Series A Preferred or (B) any Common Stock Equivalents outstanding as of the date hereof;
- 3) Common Stock Equivalents or shares of Common Stock issued in connection with bona fide mergers, acquisitions or similar transactions; or
- 4) shares issued in any other transaction as to which the Series A Majority shall have waived in writing any anti-dilution adjustment hereunder.

(d) Exercise of Conversion Privilege. To exercise the conversion right set forth in Section 5(a) above, a holder of shares of Series A Preferred shall surrender the certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificates for shares of Series A Preferred surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date when such written notice is received by the Corporation, together with the certificates representing the shares of Series A Preferred being converted, shall be deemed the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall issue and deliver certificates to each holder of shares of Series A Preferred so converted, or on its written order, such certificates as it may request, for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Preferred in accordance with the provisions of this Section 5, and cash as provided in Section 5(e) below, in respect of any fraction of a share of Common Stock issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Preferred shall cease and the person or persons in whose name or names any certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(e) Cash in Lieu of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon any conversion of shares of Series A Preferred. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of shares of Series A Preferred, the Corporation shall pay to the holder of shares of Series A Preferred which were

converted a cash adjustment in respect of such fractional shares in an amount equal to the same fraction of the fair market value per share of the Common Stock at the close of business on the Conversion Date. The determination as to whether or not any fractional shares are issuable shall be based upon the total number of shares of Series A Preferred so converted at any one time by any holder thereof, and not upon each share of Series A Preferred so converted.

(f) Partial Conversion. In the event some but not all of the shares of Series A Preferred represented by a certificate surrendered by a holder are converted, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Series A Preferred which were not converted.

(g) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of shares of Series A Preferred, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred, 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 Series A Preferred, 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 purpose.

(h) No Reissuance of Series A Preferred. Shares of Series A Preferred which are converted into shares of Common Stock as provided herein shall not be reissued.

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

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

C. COMMON STOCK.

The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article V(C).

1. Dividend Rights. Subject to the prior rights of holders of the Series A Preferred, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon Liquidation, the assets of the corporation shall be distributed as provided in Article V(B)(3).

3. Redemption. The Common Stock is not redeemable.

4. **Voting Rights.** The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

D. PREEMPTIVE RIGHTS.

The Corporation elects to have preemptive rights, which are granted to the stockholders of the Corporation on the following terms:

(a) If at any time the Corporation wishes to issue any New Securities (as defined below), other than any such issuance to which this Article V does not apply, then the Corporation shall promptly deliver a notice of intention to sell (the "Corporation's Notice of Intention to Sell") to each stockholder setting forth a description of the New Securities to be sold and the proposed purchase price and terms of sale. Upon receipt of the Corporation's Notice of Intention to Sell, each stockholder shall have the right to elect to purchase, at the price and on the terms stated in the Corporation's Notice of Intention to Sell (which shall be the same for all eligible participants of such issuance), all or some (subject to the over-allotment option described in subsection (b) of such stockholder's Pre-emptive Pro Rata Portion of such New Securities. Such election shall be made by each stockholder by written notice to the Corporation within ten (10) Business Days after receipt by such stockholder of the Corporation's Notice of Intention to Sell (the "Acceptance Period"); provided that no such stockholder shall have any rights under this Article V if such stockholder is not an Accredited Investor (as defined below) or otherwise sophisticated in financial matters able to evaluate the risks and benefits of the investment in the New Securities as determined by the Corporation in its reasonable discretion ("Excluded Stockholders").

As used herein: "New Securities" shall mean any authorized but unissued shares of Capital Stock or any Equity Equivalents. "Capital Stock" means (i) the Common Stock of the Corporation (and any equity securities of the Corporation issued or issuable directly or indirectly with respect to the Common Stock by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization); (ii) the Series A Preferred (and any equity securities of the Corporation issued or issuable directly or indirectly with respect to the Series A Preferred by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization), and (iii) any other class or series of capital stock or other equity securities of the Corporation, whether authorized as of or after the date hereof. "Accredited Investor" has the meaning given such term in Regulation D as promulgated under the Securities Act of 1933, as amended, and "Pre-emptive Pro Rata Portion" means, for any shareholder as of any particular time, a fraction determined by dividing (i) the number of shares of Common Stock owned by such shareholder immediately prior to such time calculated on a fully diluted basis, by (ii) the aggregate number of shares of Common Stock owned by all of the Stockholders immediately prior to such time calculated on a fully diluted basis.

(b) If all of the New Securities offered to each stockholder are not fully subscribed by such holders, then:

(i) the Corporation shall notify all subscribing stockholders to such effect no later than two (2) Business Days (which shall be defined as any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the State of Florida or the City of Miami) following the expiration of the Acceptance Period;

(ii) any subscribing stockholder may revoke it, his or her subscription by notice to the Corporation given no later than three (3) Business Days following receipt of the notice referred to in clause (i); and

(iii) any remaining New Securities shall be reoffered by the Corporation to those stockholders that provide notice of such stockholder's desire to purchase their full allotment of New Securities upon the terms set forth in this Article V;

(iv) except that such stockholders must exercise their purchase rights within five (5) days after notice of such notice of reoffer has been given by the Corporation to such stockholders.

(c) If effective acceptance shall not be received pursuant to subsection (a) above in respect of any of the New Securities to be issued, then the Corporation may, at its election, during a period of one hundred twenty (120) days following the expiration of the Acceptance Period, sell and issue the remaining New Securities to be issued at a price and upon terms no more favorable to the purchasers thereof than those stated in the Corporation's Notice of Intention to Sell. In the event the Corporation has not sold the New Securities to be issued within such one hundred twenty (120)-day period, the Corporation shall not thereafter issue or sell any such New Securities without first offering such securities to each stockholder in accordance with this Article V.

(d) If a stockholder gives the Corporation notice, pursuant to the provisions of this Article V, that such stockholder desires to purchase any of the New Securities (and does not revoke such notice pursuant to section (b)(ii) of this Article V, then such stockholder (other than any Excluded Stockholders) shall be entitled to purchase the amount of New Securities determined pursuant to subsection (a) above at the most favorable price and on the most favorable economic terms as such New Securities are to be offered to any purchaser; provided that if all persons entitled to purchase or receive such New Securities are required to also purchase other securities of the Corporation, the holders exercising their rights pursuant to this Article V shall also be required to purchase the same strip of securities (on the same terms and conditions) that such other persons are required to purchase; provided further that the Corporation may elect to cancel the issuance at any time prior to closing thereof. Payment therefor shall be by check or wire transfer, against delivery of the securities at the executive offices of the Corporation within ten (10) days after giving the Corporation such notice, or, if later, the closing date as determined by the Corporation for the sale of such New Securities.

(e) The provisions of this Part D of Article V shall not apply to the following issuances of New Securities:

(i) 100 shares of Common Stock, in the aggregate, to any Employee, officer or director of the Corporation or any of its Subsidiaries (in each case who is not a director, manager, officer, or employee of New Fresh or any Affiliate thereof other than the Corporation and its Subsidiaries) in connection with the grant of, or exercise of, Options, warrants or rights to subscribe for shares of Common Stock pursuant to stock options that are issued pursuant to the Stock Plans or such other Options that are granted to such persons and that are approved by a majority of the Board, including at least one Series A Nominee (in each case, as such number of shares may be adjusted from time to time in accordance with the terms of such Stock Plans or agreements evidencing grants thereunder);

(ii) issued upon conversion or exercise of Common Stock Equivalents or other convertible or exchangeable securities of the Corporation or any of its Subsidiaries that were not issued in violation of this Section 5 and that are outstanding as of the date hereof;

(iii) issued as consideration (whether partial or otherwise) for the purchase in a bona fide arm's length transaction by the Corporation or any of its Subsidiaries of assets, stock or other equity securities of any Person so long as such transaction has been approved by the Board and the Series A Majority (provided that such Person is not owned or controlled, in whole or in part, by

either New Fresh, IVFH or any of their respective Affiliates), whether in a merger, acquisition, joint venture or otherwise;

(iv) issued to independent third party financial institutions, banks or equipment lessors (excluding, for the avoidance of doubt, New Fresh, IVFH or any of their respective Affiliates), in connection with bona fide debt financing or other commercial transactions for the Corporation or any of its Subsidiaries approved by the Board;

(v) issued to all Stockholders on a pro rata basis in connection with (x) a subdivision of shares (including any stock dividend or stock split), (y) any combination of shares (including any reverse stock split) or (z) any recapitalization, reorganization or reclassification of the Corporation or any of its Subsidiaries;

(vi) by any of the Corporation's Subsidiaries to the Corporation or any other wholly owned Subsidiary of the Corporation; or

(vii) in connection with a Qualified Public Offering or Public Sale.

ARTICLE VI BYLAWS

In furtherance of and not in limitation of the powers conferred by statute, the Board is hereby authorized to adopt, amend or repeal the bylaws of the Corporation.

ARTICLE VII STOCKHOLDERS

Meetings of stockholders of the Corporation 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. Election of directors shall not be by written ballot unless the bylaws of the Corporation so provide.

ARTICLE VIII LIMITED DIRECTOR LIABILITY

To the fullest extent permitted by the Florida Business Corporation Act, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or amendment of this ARTICLE VIII or adoption of any provision of the Articles of Incorporation inconsistent with this ARTICLE VIII shall have prospective effect only and shall not adversely affect the liability of a director of the Corporation with respect to any act or omission occurring at or before the time of such repeal, amendment or adoption of an inconsistent provision.

ARTICLE IX INDEMNIFICATION

(a) The Corporation shall, to the fullest extent permitted by the Florida Business Corporation Act, as amended from time to time, indemnify any director or officer of the Corporation whom it shall have power to indemnify from and against any and all expenses, liabilities or other losses of any nature, and any such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or administrators) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action upon receipt from an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as permitted under the Florida Business Corporation Act.

(b) The Corporation shall have the express authority to enter into such agreements as the Board of Directors deems appropriate for the indemnification of directors, officers, employees and agents of the Corporation. Such agreements may contain provisions relating to, among other things, advancement of expenses, a person's right to bring suit against the Corporation to enforce his or her right to indemnification, the establishment of a trust to assure the availability of funds to satisfy the Corporation's indemnification obligations to such person and other matters that the Board of Directors deems appropriate or advisable.

(c) The indemnification provided in this ARTICLE IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, limited liability company, joint venture, trust employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Florida Business Corporation Act.

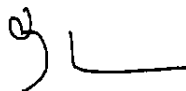
(e) Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection of a director or officer of the Corporation, or other person indemnified by the Corporation, with respect to any acts or omissions of such director, officer or other person existing at the time of such repeal or modification.

**ARTICLE X
AMENDMENTS**

The Corporation reserves the right to amend or repeal any provision contained in these Second Amended and Restated Articles of Incorporation in the manner now or hereafter prescribed by statute and all rights conferred upon stockholders herein are granted subject to this reservation.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the undersigned, being a duly elected and authorized officer of the Corporation, has signed these Second Amended and Restated Articles of Incorporation on the 13th day of May, 2016.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.

Name: Scher Zalman Duchman
Title: President and Chief Executive Officer