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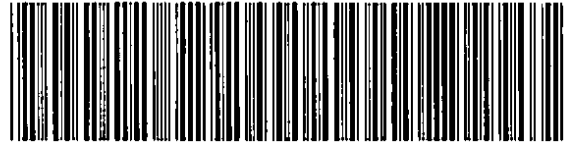
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- xx** **FILING** AMENDMENT Inc \_\_\_\_\_

1. EDUTAINMENT MEDIA, INC.  
(CORPORATE NAME AND DOCUMENT #)
2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)
3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)
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(CORPORATE NAME AND DOCUMENT #)

**SPECIAL  
INSTRUCTIONS:**

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
EDUTAINMENT MEDIA, INC.  
a Florida Corporation**

The undersigned, being an authorized officer of EDUTAINMENT MEDIA, INC., a Florida corporation (this "**Corporation**"), a corporation organized and existing under and by virtue of the Florida Business Corporations Act (the "**Act**"), hereby certifies as follows:

1. The Corporation was formed as a Georgia corporation by the filing of the original Articles of Incorporation of the Corporation with the Secretary of State of the State of Georgia on January 11, 2002.
2. The Corporation was converted to a Florida limited liability company by the filing of Articles of Conversion with the Secretary of State of the State of Florida on April 26, 2013, and was converted to a Florida corporation by the filing of Articles of Conversion with the Secretary of State of the State of Florida on February 9, 2015.
3. This Amended and Restated Articles of Incorporation of the Corporation, which both restates and further amends the provisions of the Corporation's Articles of Incorporation, was duly adopted in accordance with the provisions of the Act and by the written consent of all of its stockholders in accordance with the Act.
4. The text of the Articles of Incorporation of the Corporation is hereby amended and restated in its entirety to read as set forth below:

**ARTICLE I**

The name of this Corporation is: EDUTAINMENT MEDIA, INC.

**ARTICLE II**

The address of the Corporation's registered office in the State of Florida is 824 Main St., Windermere, FL 34786. The name of its registered agent at such address is Registered Agent Solutions, Inc.

**ARTICLE III**

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

**ARTICLE IV**

A. **Authorized Capital Stock.** The total number of shares of capital stock (the "**Capital Stock**") which the Corporation has authority to issue is 20,000,000 shares consisting of: (i) 15,500,000 shares of common stock, par value \$0.0001 per share (the "**Common Stock**"); and (ii) 4,500,000 shares of preferred stock, par value \$0.0001 per share, of which 4,500,000 shares shall be designated as Series A Preferred Stock; par value \$0.001 per share (the "**Series A Preferred Stock**"), with the designations, rights, powers, preferences, privileges and relative,

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participating, optional, special and other rights, if any, and any qualifications, limitations or restrictions as set forth in this ARTICLE IV.

**B. Rights Preferences and Restrictions of Series A Preferred Stock.** The designations, rights, powers, preferences, privileges and relative, participating, optional, special and other rights, if any, and any qualifications, limitations or restrictions granted to and imposed on the Series A Preferred Stock, are as set forth below in this Article IV(B). Subject to compliance with applicable protective voting rights which have been or may be granted to the Series A Preferred Stock or series thereof in Certificates of Determination or this Corporation's Articles of Incorporation ("**Protective Provisions**"), but notwithstanding any other rights of the Series A Preferred Stock or any series thereof, the designations, rights, powers, preferences, privileges and relative, participating, optional, special and other rights, if any, and any qualifications, limitations or restrictions of any such additional series may be subordinated to, pari passu with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption and/or approval of matters by vote or written consent), or senior to any of those of any present or future class or series of Series A Preferred Stock or Common Stock. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

1. **Dividend Rights.** The holders of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this Corporation legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this Corporation) on the Common Stock of this Corporation, dividends at an annual rate of \$0.06 per share per annum (as adjusted for any stock dividends, combinations or splits with respect to such shares) for the Series A Preferred Stock. Such dividends shall be non-cumulative. The Board of Directors shall not pay any dividend (other than those payable solely in the Common Stock of this Corporation) to the holders of the Common Stock during any fiscal year of this Corporation until it has paid a dividend in the total amount of \$0.06 per share to the holders of the Series A Preferred Stock for such fiscal year.

2. **Liquidation Preference.**

(a) In the event of any liquidation, dissolution or winding up of this Corporation, either voluntary or involuntary, or Deemed Liquidation Event subject to the rights of series of Series A Preferred Stock that may from time to time come into existence, the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of this Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the sum of \$2.00 for each outstanding share of Series A Preferred Stock (the "**Original Series A Liquidation Price**"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, subject to the rights of series of Series A Preferred Stock that may from time to time come into existence, the entire assets and funds of this Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the amount of such stock owned by each such holder. A "**Deemed Liquidation Event**" shall mean (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, (ii) any merger or consolidation in which either (A) the Corporation is a constituent party or (B) a subsidiary of the Corporation is a constituent party and, in either case, 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 holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold immediately following such merger or consolidation more than 50% by voting power of the capital stock of (I) the surviving or resulting corporation or (II) 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), and (iii) a sale of all or substantially all the assets of the Corporation. Upon the completion of the distribution required by subparagraph (a) of this Section 2 and any other distribution that may be required with respect to series of Series A Preferred Stock that may from time to time come into existence, if assets remain in this Corporation, the remaining assets of this Corporation shall be distributed ratably to the holders of Series A Preferred Stock and Common Stock on an as-converted basis.

(b) (i) For purposes of this Section 2, a liquidation, dissolution or winding up of this Corporation shall be deemed to be occasioned by, or to include, the following:

(A) the acquisition of this Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but, excluding any merger effected exclusively for the purpose of changing the domicile of this Corporation); or

(B) a sale of all or substantially all of the assets of this Corporation; unless this Corporation's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for this Corporation's acquisition or sale or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity.

(ii) In any of such events, if the consideration received by this Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

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

(1) If traded on a securities exchange or through NASDAQ-NMS, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty-day period ending three (3) days prior to the closing;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty-day period ending three (3) days prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by this Corporation and the holders of at least a majority of the voting power of all then outstanding shares of Series A Preferred Stock.

(B) 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 shareholder's status as an Affiliate or former Affiliate) shall be to make an appropriate discount from the market value determined as above in subparagraphs (A)(1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by this Corporation and the holders of at least a majority of the voting power of all then outstanding shares of such Series A Preferred Stock.

(iii) In the event the requirements of this Section 2(c) are not complied with, this Corporation shall forthwith either:

(A) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series A Preferred shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in Section 2(c)(iv).

(iv) This Corporation shall give each holder of record of Series A Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this Corporation has given the first notice provided for herein or sooner than ten (10) days after this Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Series A Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of such Series A Preferred Stock.

3. **Redemption.** The Series A Preferred Stock shall not be redeemable.

4. **Conversion.** The holders of the Series A Preferred Stock (the "***Conversion Stock***") shall have conversion rights as follows (the "***Conversion Rights***"):

(a) **Right to Convert.** Each share of Conversion Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of this Corporation or any transfer agent for the Conversion Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series A Liquidation Price by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial "***Conversion Price***" per share for shares of Series A Preferred Stock shall be the Original Series A Liquidation Price; provided, however, that the Conversion Price for the Conversion Stock shall be subject to adjustment as set forth in Section 4(d).

(b) **Automatic Conversion.** Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for such Series A Preferred Stock immediately upon the earlier of:

(i) Except as provided below in Section 4(c), this Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended, at a public offering price per share of not less than \$2.00; or

(ii) The date upon which this Corporation obtains the vote or consent to such conversion of a majority of the then outstanding shares of Series A Preferred Stock.

(c) **Mechanics of Conversion.** Before any holder of Conversion Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of this Corporation or of any transfer agent for the Conversion Stock, and shall give written notice to this Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Conversion Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Conversion Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Conversion Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Conversion Stock shall not be deemed to have converted such Conversion Stock until immediately prior to the closing of such sale of securities.

(d) **Conversion Price Adjustments of Series A Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.** The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If this Corporation shall issue, after the date of effectiveness of this amendment and restatement of the Articles of Incorporation of this Corporation (the "***Purchase Date***"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for the Series A Preferred Stock, as the case may be, in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for the Series A Preferred Stock, as the case may be, in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price (calculated to nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by this Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated on a fully diluted basis, as if all shares of Conversion Stock and all convertible

securities had been fully converted into shares of Common Stock immediately prior to such issuance and any outstanding warrants, options or other rights for the purchase of shares of stock or convertible securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of Common Stock, if so convertible) as of such date. For purposes of adjusting the Conversion Price of Conversion Stock, the grant, issue or sale of Additional Stock consisting of the same class of security and warrants to purchase such security issued or issuable at the same price at two or more closings held within a six-month period shall be aggregated and shall be treated as one sale of Additional Stock occurring on the earliest date on which such securities were granted, issued or sold.

(B) No adjustment of the Conversion Price for Conversion Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections 4(d)(i)(E)(3) and 4(d)(i)(E)(4), no adjustment of such Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4(d)(i) and Section 4(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4(d)(i)(C) and 4(d)(i)(D)), if any, received by this Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or



exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 4(d)(i)(C) and 4(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Conversion Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Conversion Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (prior to such expiration or termination), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Sections 4(d)(i)(E)(3) or (4).

(ii) "**Additional Stock**" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by this Corporation after the applicable Purchase Date for a particular series other than:

(A) Common Stock issued pursuant to a transaction described in Section 4(d)(iii);

(B) up to 233,032 shares of Common Stock issuable or issued to employees, consultants, officers, directors or vendors (if in transactions with primarily non-financing purposes) of this Corporation directly or pursuant to a stock option plan or restricted stock plan approved by the Board of Directors of this Corporation;

(C) shares of Common Stock issued or issuable (1) in a public offering before or in connection with which all outstanding shares of Conversion

Stock will be converted to Common Stock or (II) upon exercise of warrants or rights granted to underwriters in connection with such a public offering;

(D) Common Stock issued on conversion of the Conversion Stock;

(E) Common Stock issued in acquisition transactions or other transactions which the Board of Directors of this Corporation determines are strategic;

(F) Common Stock issued to finance institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions; or

(G) Common Stock issued pursuant to options, warrants, notes or other rights to acquire securities of this Corporation which are outstanding on the Purchase Date.

(iii) If this Corporation should at any time or from time to time after the applicable Purchase Date for a particular series, fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "**Common Stock Equivalents**") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the applicable series of Conversion Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents (with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4(d)(i)(E)).

(iv) If the number of shares of Common Stock outstanding at any time after the applicable Purchase Date for a particular series is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the applicable series of Conversion Stock shall be appropriately 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 outstanding shares.

(e) **Other Distributions.** If this Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(iii), then, in each such case for the purpose of this Section 4(e), the holders of the Conversion Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this Corporation into which their shares of Conversion Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this Corporation entitled to receive such distribution.

(f) **Recapitalizations.** If, at any time or from time to time, there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2), provision shall be made so that the holders of the Conversion Stock shall thereafter be entitled to receive upon conversion of the Conversion Stock the number of shares of stock or other securities or property of this Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Conversion Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Conversion Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) **No Impairment.** This Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Conversion Stock against impairment.

(h) **No Fractional Shares and Certificate as to Adjustments.**

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Conversion Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. If such number of shares of Common Stock to be issued is rounded down so as to result in unissued fractional shares, this Corporation shall pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions is determined. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of a particular series of Conversion Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price (or the number of shares of Common Stock issuable upon conversion) of Conversion Stock pursuant to this Section 4, this Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Conversion Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based within thirty (30) days of such adjustment or readjustment. This Corporation shall, upon the written request at any time of any holder of Conversion Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Conversion Stock.

(i) **Notices of Record Date.** In the event of any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any

class or any other securities or property, or to receive any other right, this Corporation shall mail to each holder of Conversion Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) **Reservation of Stock Issuable Upon Conversion.** This 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 the shares of the Conversion 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 Conversion Stock pursuant to the terms hereof; 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 Conversion Stock, in addition to such other remedies as shall be available to the holder of such Conversion Stock, this Corporation 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 purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these articles.

(k) **Notices.** Any notice required by the provisions of this Section 4 to be given to the holders of shares of Conversion Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this Corporation.

5. **Voting Rights.** The holder of each share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any contrary provision hereof, to notice of any shareholders' meeting in accordance with the bylaws of this Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

7. **Protective Provisions.** This Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock:

(a) amend, alter or repeal any provision of the Articles of Incorporation or By-laws of this Corporation in any manner that would alter or change the rights, preferences or privileges of the Series A Preferred Stock;

(b) authorize, create or issue, or reclassify any outstanding shares of capital stock of this Corporation into, or obligate itself to authorize, create or issue or reclassify shares of, any class or series of capital stock of this Corporation having rights, preferences or privileges (including, without limitation, as to the right to receive either dividends or amounts distributable upon liquidation, dissolution or winding up of this Corporation) senior to those of the Series A Preferred Stock ("*Senior Securities*"), or authorize, create or issue any options.

warrants or other rights to acquire any such Senior Securities, or permit any subsidiary of this Corporation to take any of the foregoing actions;

(c) sell, convey, lease or otherwise dispose of all or substantially all of this Corporation's properties, assets or business, or merge into or consolidate with any other entity (other than a wholly-owned subsidiary of this Corporation) or effect any transaction or series of related transactions in which more than 50% of the voting power of this Corporation is disposed of;

(d) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, or obtain a bank loan, or permit any subsidiary to obtain a bank loan, if the aggregate indebtedness of the Company and its subsidiaries for borrowed money following such action would exceed One Million Dollars (\$1,000,000.00);

(e) this Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of holders of at least 66⅔% of the voting power of the Series A Preferred Stock then outstanding, amend, alter or repeal any provision of the Articles of Incorporation or By-laws of the Corporation in any manner that would alter or change the rights, preferences or privileges of the Series A Preferred Stock;

(f) redeem, purchase or otherwise acquire any capital stock other than in accordance with the repurchase provisions, if any, of this Agreement; provided, however, this restriction shall not apply to the repurchase of the Company's Common Stock from employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option to repurchase such Common Stock at no greater than cost upon the occurrence of certain events, such as the termination of employment, or through the exercise of any right of first refusal in favor of the Company;

(g) declare, set aside for payment or pay any dividend or other distribution on any class or series of capital stock of the Corporation; or

(h) the liquidation, dissolution or winding up this Corporation or any of its subsidiaries.

**8. Converted, Redeemed or Repurchased Stock.**

(a) **Status of Converted or Redeemed Stock.** In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be re-issuable by this Corporation. The Articles of Incorporation of this Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

(b) **Repurchase of Shares.** In connection with repurchases by this Corporation of its Common Stock pursuant to its agreements with certain of the holders thereof, the Act shall apply with respect to such repurchases.

**C. 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 Series A Preferred Stock set forth herein.

2. **Voting.** Subject to the rights of the holders of Series A Preferred Stock, 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 one or more outstanding series of Series A Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Articles of Incorporation or pursuant to the Act. There shall be no cumulative voting.

3. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, 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 this Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

4. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of this Corporation, the assets of this Corporation shall be distributed as provided in Section 2 of Division (B) of this Article IV.

5. **Redemption.** The Common Stock is not redeemable.

6. **Non-Cash Distributions.** Whenever a distribution provided for in these Articles shall be payable in property other than cash, the value of such distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

**D. Board of Directors.**

1. **Series A Preferred Stock Elected Directors.** So long as any shares of Series A Preferred Stock are issued and remain outstanding, and until there is a conversion of the Series A Preferred Stock into Common or a Liquidation Event has occurred, the holders of Series A Preferred Stock, voting as a single class, shall be entitled to elect five (5) members of the Board (the "*Series A Directors*" or each a "*Series A Director*") at each meeting or pursuant to each consent of the Corporation'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, provided that if the holders of Series A Preferred Stock fail to elect a director to fill the directorship for which they are entitled to elect a director pursuant to this ARTICLE IV, then such directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock elect an individual to fill such directorship by vote or written consent in lieu of a meeting, and no such directorship may be filled by stockholders of the Corporation other than the holders of Series A Preferred Stock. All actions under this ARTICLE IV regarding the Series A Directors, including election and removal, shall be taken by holders of a majority of the then issued and outstanding Series A Preferred Stock (the "*Series A Majority*"). So long as any shares of Series A Preferred Stock are issued and remain outstanding, any Series A Director then in office shall be appointed as a member of each committee of the Board unless such Series A Director refuses to serve on such committee.

2. **Common Stock Elected Directors.** The holders of Common Stock, voting as a separate class, shall be entitled to elect that number of the members of the Board (the "*Common Directors*") not to be elected as provided in Section C(1) above, at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to

remove from office any such director and to fill any vacancy caused by the resignation, death or removal of any such director, provided that if the holders of Common Stock fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors pursuant to this ARTICLE IV, then any directorship not so filled shall remain vacant until such time as the holders of Common Stock elect an individual to fill such directorship by vote or written consent in lieu of a meeting or until otherwise filled by the Board in accordance with the Corporation's Bylaws, and no such directorship may be filled by stockholders of the Corporation other than the holders of the Common Stock. The quorum and voting requirements for all actions under this ARTICLE IV regarding the Common Directors, including election and removal, shall be as provided in the Bylaws of the Corporation and the Act.

3. **Other Directors.** In the event there shall be more than five (5) directors authorized to serve on the Board, as the size of the Board shall be constituted from time to time in accordance with the Bylaws of the Corporation, any Directors (as defined below) other than any Series A Directors and the Common Directors (if any) shall be elected by holders of Series A Preferred Stock and holders of Common Stock, voting together as a single class.

The quorum and voting requirements for the election of all such remaining Directors shall be as provided in the Bylaws of the Corporation and the Act.

## **ARTICLE V**

A. **Liability Limitation.** The liability of the Directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under Florida General Corporation Law.

**B. Indemnification.**

1. The Corporation hereby acknowledges that any person entitled or authorized by the Corporation to be indemnified by the Corporation in accordance with this ARTICLE V (an "***Indemnified Person***") may have certain rights to indemnification, advancement of expenses and/or insurance provided by the fund/institution/entity with which an Indemnified Person is associated and/or other sources (collectively, the "***Other Indemnitors***"). The Corporation hereby agrees that to the extent that it is required to provide indemnification to an Indemnified Person it is the indemnitor of first resort (i.e., its obligations to Indemnified Person are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by an Indemnified Person are secondary), and that the Corporation will not assert that any Indemnified Person must seek expense advancement or reimbursement, or indemnification, from any Other Indemnitor before the Corporation must perform its expense advancement and reimbursement, and indemnification obligations, hereunder. No advancement or payment by the Other Indemnitors on behalf of any Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from the Corporation shall affect the foregoing. The Other Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery which any Indemnified Person would have had against the Corporation if the Other Indemnitors had not advanced or paid any amount to or on behalf of such Indemnified Person. If for any reason a court of competent jurisdiction determines that the Other Indemnitors are not entitled to the subrogation rights described in the preceding sentence, the Other Indemnitors shall have a right of contribution by the Corporation to the Other Indemnitors with respect to any advance or payment by the Other Indemnitors to or on behalf of an Indemnified Person. Each Indemnified Person and the Corporation hereby acknowledge and agree that each Other Indemnitor shall be a third party beneficiary of the indemnity provided to each such Indemnified Person under this ARTICLE V.

2. If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnified Person as to any reasonable expenses (including attorneys' fees), and any judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

3. The indemnity provisions of this ARTICLE V shall not affect any provision permitted under the Act, in this Amended and Restated Articles of Incorporation, the Bylaws or contract or resolution of the Corporation indemnifying or agreeing to indemnify a director or officer against personal liability.

4. Any repeal or modification of the foregoing provisions of this ARTICLE V by the stockholders of the Corporation shall not adversely affect any right or protection of a Director or Indemnified Person existing at the time of, or increase the liability of any Director with respect to any acts or omissions of such Director occurring prior to, such repeal or modification.

\* \* \*

4. The foregoing amendment and restatement of articles of incorporation has been approved by the Board of Directors of this Corporation.

5. The foregoing amendment and restatement was approved by the holders of the requisite number of shares of this Corporation in accordance with of the Act; the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 1041 shares (collectively "*Voting Shares*"). The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required. The percentage vote required was a majority of the outstanding Voting Shares.

I further declare under penalty of perjury under the laws of the State of Florida that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: December 17, 2021

DocuSigned by:  
  
EA6125F47FF646A  
ANTHONY CHARLES,  
President