

PI 7000057439

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

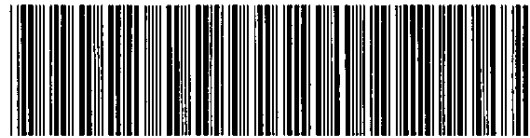
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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 711128 7354150

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 128.75

ORDER DATE : July 5, 2017

ORDER TIME : 4:04 PM

ORDER NO. : 711128-005

CUSTOMER NO: 7354150

DOMESTIC FILING

NAME: NUVESSE SKIN THERAPIES, INC.

EFFECTIVE DATE:

XX CERTIFICATE OF DOMESTICATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender - EXT.

EXAMINER'S INITIALS: _____

17 JUL 2017
TALLAHASSEE, FL 32301

CERTIFICATE OF DOMESTICATION

The undersigned, Hoyoung Huh, President,
(Name) (Title)


of NUVESSE SKIN THERAPIES, INC. a foreign corporation,
(Corporation Name)

in accordance with s. 607.1801, Florida Statutes, does hereby certify:

1. The date on which corporation was first formed was October 12, 2004.
2. The jurisdiction where the above named corporation was first formed, incorporated, or otherwise came into being was Delaware.
3. The name of the corporation immediately prior to the filing of this Certificate of Domestication was NUVESSE SKIN THERAPIES, INC..
4. The name of the corporation, as set forth in its articles of incorporation, to be filed pursuant to s. 607.0202 and 607.0401 with this certificate is NUVESSE SKIN THERAPIES, INC.
5. The jurisdiction that constituted the seat, siege social, or principal place of business or central administration of the corporation, or any other equivalent jurisdiction under applicable law, immediately before the filing of the Certificate of Domestication was Delaware.
6. Attached are Florida articles of incorporation to complete the domestication requirements pursuant to s. 607.1801.

I am Hoyoung Huh, of NUVESSE SKIN THERAPIES, INC.

and am authorized to sign this Certificate of Domestication on behalf of the corporation and have done so this the 23 day of June, 2017.


(Authorized Signature)

Filing Fee:

Certificate of Domestication	\$ 50.00
Articles of Incorporation and Certified Copy	\$ 78.75
Total to domesticate and file	\$128.75

**ARTICLES OF INCORPORATION
OF
NUVESSE SKIN THERAPIES, INC.**

THE UNDERSIGNED, acting as the incorporator of **NUVESSE SKIN THERAPIES, INC.**, a Florida corporation (the "**Corporation**"), under Chapter 607 of the Florida Statutes, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Nuvesse Skin Therapies, Inc.

ARTICLE II

The street address and the mailing address of the principal office of the Corporation is 4905 W. Laurel Street, Suite 100, Tampa, FL 33607.

ARTICLE III

The street address and the mailing address of the registered office of the Corporation is 301 S. Missouri Ave., Clearwater, FL 33756. The name of the registered agent of the Corporation at such address is Sandip I. Patel, P.A.

ARTICLE IV

The term of existence of the Corporation shall be perpetual.

ARTICLE V

The Corporation is organized for the purpose of engaging in any lawful activities or business permitted under the laws of the United States and the State of Florida.

ARTICLE VI

The Corporation shall be authorized to issue two (2) classes of stock, designated "Common Stock" and "Preferred Stock." The total number of shares of Common Stock authorized to be issued is thirty-five million (35,000,000) shares (par value \$0.001 per share). The total number of shares of Preferred Stock authorized to be issued is twenty-eight million (28,000,000) shares (par value \$0.001 per share), all of which are designated as "Series E Preferred Stock".

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE VI, the following definitions shall apply:

(a) **"Articles of Incorporation"** mean these Articles of Incorporation of the Corporation.

(b) **"Board"** means the Corporation's board of directors.

(c) **"Common Stock"** means the Common Stock of the Corporation.

(d) **"Convertible Securities"** means any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock or Preferred Stock.

(e) **"Corporation"** means Nuvesse Skin Therapies, Inc.

(f) **"Distribution"** means the transfer or distribution of cash, evidence of indebtedness, assets or other property without consideration whether by way of dividend or otherwise (including any such distribution made in connection with a Deemed Liquidation Event (as hereinafter defined)), other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash, evidence of indebtedness, assets or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase at cost, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right which repurchases are approved by the Board (including at least one Preferred Director), (iii) the Post-Closing Repurchases (as defined in the Series E Purchase Agreement), and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the holders of at least a majority of the outstanding shares of the Preferred Stock (voting as a single class on an as-converted to Common Stock basis).

(g) **"Options"** means rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) **"Preferred Stock"** means the Series E Preferred Stock of the Corporation.

(i) **"Recapitalization"** means any stock dividend, stock split, combination of shares, capital reorganization, recapitalization, reclassification, consolidation, conversion, merger or other similar event affected after the Series E Issue Date.

(j) **"Series E Dividend Rate"** means an annual rate of \$0.012 per share for the Series E Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), payable when, as and if declared by the Board.

(k) **"Series E Liquidation Preference"** means the Series E Original Issue Price (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(l) **"Series E Original Issue Price"** means \$0.15 per share for the Series E Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(m) **"Series E Issue Date"** means the date on which the first share of Series E Preferred Stock is issued by the Corporation.

(n) **"Series E Preferred Stock"** means the Series E Preferred Stock of the Corporation.

(o) **"Series E Purchase Agreement"** means that certain Series E Preferred Stock Purchase Agreement dated on or about September 1, 2016.

2. Dividends.

(a) Series E Preferred Stock. In any calendar year, the holders of outstanding shares of Series E Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board, out of any assets at the time legally available therefor, at the annual Series E Dividend Rate, payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Series E Preferred Stock have been paid or set aside for payment to the holders of Series E Preferred Stock. The right to receive dividends on shares of Series E Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of the Series E Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year; provided, however, that this subsection 2(a) shall not apply to the Post-Closing Repurchases (as defined in the Series E Purchase Agreement).

(b) Participation Rights. If, after dividends in the full preferential amounts specified in this Section 2 for the Preferred Stock have been paid or declared and set apart in any calendar year of the Corporation, the Board shall declare additional dividends out of funds legally available therefor in that calendar year, then such additional dividends shall be declared pro rata on the Common Stock and the Preferred Stock on a pari passu basis according to the number of shares of Common Stock held by such holders, where each holder of shares of Preferred Stock is to be treated for this purpose as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to Section 4; provided, however, that this subsection 2(b) shall not apply to the Post-Closing Repurchases (as defined in the Series E Purchase Agreement).

(c) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 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 with the advice of an independent third party appraiser selected by the Board.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase at cost, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries

pursuant to rights of first refusal contained in agreements providing for such right which repurchases are approved by the Board (including at least one Preferred Director), (iii) repurchases of Common Stock or Preferred Stock in connection with the settlement of disputes with any stockholders which are approved by the Board (including at least one Preferred Director), (iv) the Post-Closing Repurchases (as defined in the Series E Purchase Agreement), and (v) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of at least a majority of the outstanding shares of the Preferred Stock (voting as a single class on an as-converted to Common Stock basis).

(e) No Payment on Conversion. If the Corporation shall have any declared or accrued but unpaid dividends with respect to any Preferred Stock upon its conversion as provided in Section 4, then all such declared or accrued but unpaid dividends on such converted shares shall be cancelled.

3. Liquidation Rights.

(a) Liquidation Preference.

(i) Series E Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of each share of Series E Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Series E Preferred Stock equal to the sum of (i) the Series E Liquidation Preference and (ii) all declared but unpaid dividends (if any) on such share of Series E Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series E Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this subsection 3(a)(i), then the entire assets of the Corporation legally available for distribution shall be distributed pro rata to the holders of the then outstanding Series E Preferred Stock in proportion to the number of shares of Series E Preferred Stock held by such holders.

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Series E Preferred Stock of the full amounts specified in Section 3(a) above, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata to holders of the then outstanding Series E Preferred Stock and Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them, treating for this purpose all shares of Series E Preferred Stock as if they had been converted to Common Stock pursuant to the terms of these Articles of Incorporation immediately prior to such dissolution, liquidation, or winding up of the Corporation.

(c) Deemed Liquidation. For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, conversion, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately before such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders before such transaction, at least fifty percent (50%) of

the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (including a sale of one or more subsidiaries of the Corporation, which subsidiaries' assets constitute all or substantially all of the consolidated assets of the Corporation); and (c) any other liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary ((a), (b) and (c), each a "**Deemed Liquidation Event**").

(d) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any Deemed Liquidation Event are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board with the advice of an independent third party appraiser selected by the Board, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending three (3) trading days before the Distribution;

(ii) If the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending three (3) trading days before the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such Deemed Liquidation Event closes.

For the purposes of this subsection 3(d), "**trading day**" means any day which the exchange or system on which the securities to be distributed are traded is open and "**closing prices**" or "**closing bid prices**" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

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

(a) Right to Convert. Each share of Series E Preferred 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 the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, non-assessable shares of Common Stock determined by dividing the Series E Original Issue Price by the conversion price for the Series E Preferred Stock that is in effect at the time of conversion (the "**Conversion Price**"). The initial Conversion Price for the Series E Preferred Stock shall be \$0.15. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as

provided in Section 4(d) below. The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "Conversion Rate" for each such series. Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share upon the earlier of (i) immediately before the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of the Corporation's Common Stock, or (ii) the date and time, or the occurrence of an event, specified for such conversion by written consent, notice or agreement of the holders of at least a majority of all Preferred Stock then outstanding (voting together as a single class on an as-converted to Common Stock basis), or upon receipt of such written consent, notice or agreement if it does not specify a date, time or occurrence of an event for the occurrence of such conversion (each of the events referred to in (i) and (ii) are referred to herein as an "**Automatic Conversion Event**").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of 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 then fair market value of a share of Common Stock as determined in good faith by the Board. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock (or applicable series thereof) shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock (or applicable series thereof) are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its 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 with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock (or applicable series thereof) shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock (or applicable series thereof) shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares

of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this subsection 4(d), "**Additional Shares of Common**" means all shares of Common Stock issued (or, pursuant to subsection 4(d)(iii), deemed to be issued) by the Corporation after the Series E Issue Date of filing of these Articles of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable upon conversion of Preferred Stock, or issued or issuable as a dividend or other Distribution pro rata on all shares of Preferred Stock or pursuant to any event for which adjustment is made pursuant to Sections 4(e), 4(f) or 4(g) hereof;

(2) shares of Common Stock directly or indirectly issued or issuable upon the conversion or exercise of any debenture, Option, or warrant or any Convertible Security outstanding as of the Series E Issue Date;

(3) shares of Common Stock issued or issuable as a stock dividend, stock split or any subdivision of shares of Common Stock;

(4) shares of Common Stock issued in a registered public offering under the Securities Act pursuant to which all outstanding shares of Preferred Stock are automatically converted into Common Stock pursuant to an Automatic Conversion Event;

(5) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board (including at least one Preferred Director) after the Series E Issue Date, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(6) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial leasing transaction approved by the Board (including at least one Preferred Director) after the date hereof;

(7) shares of Common Stock issuable upon conversion of Preferred Stock sold or otherwise issued pursuant to the Series E Purchase Agreement; and

(8) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of Additional Shares of Common pursuant to subsections (1) through (7) above.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the shares are issued without consideration or for consideration per share (as determined pursuant to Section 4(d)(v)) that is less than the Conversion Price in effect on the date of, and immediately before such issue, for the Series E Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Series E Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this subsection 4(d) or pursuant to the recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof in each case for which a corresponding adjustment has already been made to the Conversion Rate of the Series E Preferred Stock for such an issuance), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issuance thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each series of Preferred Stock computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the

Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange;

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this subsection 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price upon Issuance of Additional Shares of Common. In the event the Corporation shall at any time after the Series E Issue Date, issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the Conversion Price of the Series E Preferred Stock in effect on the date of and immediately before such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest tenth of a 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 before such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately before such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.0001, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.0001 or more in the aggregate. For the purposes of calculating the adjustment to the Conversion Price of a series of Preferred Stock in accordance with this subsection 4(d)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) Determination of Consideration. For purposes of this subsection 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable

discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board with the advice of an independent third party appraiser selected by the Board; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration that covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board with the advice of an independent third party appraiser selected by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to Section 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately before such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately before such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the

event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately before such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Except as provided in Section 3 above upon any Deemed Liquidation Event, if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification, recapitalization, consolidation, merger with or into or conversion into any other entity or otherwise (other than as a result of a stock dividend or distribution, subdivision, split or combination, but including any such reclassification or reorganization in connection with a consolidation or merger in which the Corporation is the continuing corporation), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) No Impairment. The Corporation will not through any reorganization, transfer of assets, 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 the 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 Preferred Stock against impairment. Notwithstanding the foregoing, nothing in this subsection 4(h) shall prohibit the Corporation from amending these Articles of Incorporation with the requisite consent of its stockholders and the Board.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly 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 and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) 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 Preferred Stock.

(j) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series either before or after the issuance causing the adjustment.

(k) Reservation of Stock Issuable Upon Conversion. 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 the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; 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, the 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 purpose.

5. Redemption. The Preferred Stock is not redeemable.

6. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together as a single class and not as separate classes, including, but not limited to, with respect to any increase or decrease of the authorized shares of Common Stock.

(b) No Series Voting. Other than as explicitly provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date for such vote. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. The holders of Series E Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors (the "**Series E Director**"). The holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors (the "**Common Director**"). The holders of Preferred Stock, voting as a separate class, shall be entitled to elect, at each meeting of the Corporation's stockholders or pursuant to each consent of the Corporation's stockholders for the election of directors, (i) one (1) member of the Board, unless at least 6,666,666 shares of Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein) has not been issued by the Corporation by November 1, 2016 and (ii) one (1) additional member of the Board, unless at least 13,333,333 shares of Preferred Stock (subject to adjustment from time to time; for

Recapitalizations as set forth elsewhere herein) has not been issued by the Corporation by January 1, 2017 (each, an "**Additional Preferred Director**," and with the Series E Director, the "**Preferred Directors**"). All additional members of the Board shall be elected by the holders of a majority of Common Stock and Preferred Stock (voting as a single class and on an as-converted to Common Stock basis) (the "**At-Large Directors**"). If a vacancy on the Board is to be filled by the Board, only directors elected by the same class, classes or series of stockholders as those who would be entitled to vote to fill such vacancy shall vote to fill such vacancy; provided that any replacement of the Common Director must also be approved by the Board. Notwithstanding the foregoing, the initial Series E Director may also be appointed by the Board in connection with the approval of the initial issuance of Series E Preferred Stock without a separate action by the holders of a majority of the Series E Preferred Stock.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation (voting on an as-converted to Common Stock basis).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(g) California Section 2115. So long as Section 2115 of the California General Corporation Law purports to make Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation's stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

7. Amendments and Changes. As long as any shares of the Preferred Stock remain outstanding, the Corporation shall not (by merger, consolidation or otherwise), without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least a majority of the outstanding shares of the Preferred Stock (voting as a single class on an as-converted to Common Stock basis):

(a) amend, alter or repeal any provision of these Articles of Incorporation if such action would alter or change the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Common Stock or Preferred Stock or any series thereof;

(c) take any action that authorizes, creates or issues shares of any class of stock (or reclassifies any outstanding shares into new shares) having rights, preferences or privileges senior to or on a parity with any series of Preferred Stock or having voting rights other than those granted to the Preferred Stock generally;

(d) redeem or repurchase of any shares of Common Stock (other than (i) shares of Common Stock issued pursuant to employee agreements and equity incentive agreements with service providers giving the Corporation the right to repurchase such shares upon the termination of services to the Corporation or (ii) the Post-Closing Repurchases (as defined in the Series E Purchase Agreement);

(e) authorize a merger, acquisition, sale of substantially all of the assets of the Corporation or any of its subsidiaries or other Recapitalization (other than a merger exclusively to effect a change of domicile of the Corporation);

(f) declare or pay any Distribution with respect to the Common Stock (other than in Common Stock of the Company) or Preferred Stock of the Corporation other than the Post-Closing Repurchases (as defined in the Series E Purchase Agreement);

(g) increase or decrease the authorized number of directors constituting the Corporation's Board;

(h) increase the authorized number of shares of Common Stock subject to any equity incentive, stock option or similar benefit plan;

(i) take any action that would result in the issuance of indebtedness, in a single transaction or a series of related transactions, in an aggregate outstanding amount in excess of \$1,000,000; or

(j) amend or waive any provision of the Corporation's Articles of Incorporation or Bylaws.

8. Notices. Any notice required by the provisions of this ARTICLE VI to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation, or if sent by facsimile, upon confirmation of facsimile transfer or if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address appearing on the books of the Corporation.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation, subject to the provisions of Section 7 of ARTICLE VII.

17 JUL
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ARTICLE X

1. To the fullest extent permitted by the Florida Business Corporation Act as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty or other conduct as a director.

2. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation's Board.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of these Articles of Incorporation or the Bylaws of the Corporation or any subsequent amendment to either of the foregoing inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, before such amendment, repeal or adoption of an inconsistent provision.

4. The Corporation, with the approval of the Board, shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the Florida Business Corporation Act.

5. The right to indemnification conferred in this ARTICLE X shall be a contract right, to the extent legally allowable. The rights and authority conferred in this ARTICLE X shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Florida, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Florida at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

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ARTICLE XII

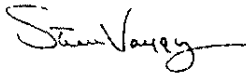
The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity (as defined below). An **"Excluded Opportunity"** is any matter, transaction or interest that is presented 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 (collectively, **"Covered Persons"**), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE XIII

The name of the incorporator of the Corporation is Steven W. Vazquez. The street address and the mailing address of the incorporator of the Corporation is 100 N. Tampa Street, Suite 2700, Tampa, FL 33602.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes

Dated this 30th day of June, 2017



Steven W. Vazquez, Incorporator

17 JUN - 11:16:17
17 JUN - 11:16:17

**ACCEPTANCE OF APPOINTMENT
BY REGISTERED AGENT**

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Articles of Incorporation of the Corporation I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Dated this 30th day of June, 2017

REGISTERED AGENT:

SANDIP I. PATEL, P.A.

By: 
Sandip I. Patel, Esq. Director

17 JUN 2017
11:00 AM