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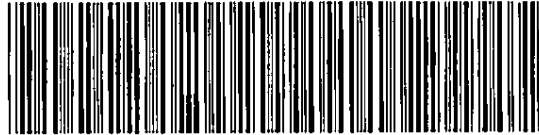
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C. GOLDEN

JAN 17 2019

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

### PRIME FACTORS HOLDING COMPANY

Signature \_\_\_\_\_

Requested by: BA

1/16/19

Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

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\_\_\_\_ Fictitious Name File \_\_\_\_\_  
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\_\_\_\_ Merger File \_\_\_\_\_  
✓ \_\_\_\_ Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 15, 2019

CAPITAL CONNECTION, INC.

SUBJECT: PRIME FACTORS HOLDING COMPANY  
Ref. Number: P18000090179

19 JAN 16 PM 12:27

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

If an amendment was approved by the shareholders, the date of adoption of the amendment and one of the following statements must be contained in the document:

- (1) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval.
- (2) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

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

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden  
Regulatory Specialist II

Letter Number: 419A00001119

FILED  
2019 JAN 16 AM 9:39

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF PRIME FACTORS HOLDING COMPANY**

Prime Factors Holding Company a corporation organized and existing under and by virtue of the Florida Business Corporation Act ( the "Act") does hereby certify that:

FIRST. The name of this corporation is Prime Factors Holding Company and the corporation was incorporated on October 29, 2018.

SECOND. The resolutions amending and restating the corporation's Amended and Restated Articles of Incorporation were approved by the holders of all outstanding Shares by written action in lieu of a meeting on December 27, 2018 and all of the members of the Board of Directors of Prime Factors Holding Company pursuant to a unanimous written consent in lieu of a special meeting dated December 27, 2018, in accordance with the provisions of Sections 607.0704 and 607.0821 of the Act.

The Amended and Restated Articles of Incorporation of Prime Factors Holding Company filed on December 20, 2018 are hereby amended and restated to read in their entirety as follows:

**ARTICLE I**

The name of this corporation is Prime Factors Holding Company (the "Corporation").

**ARTICLE II**

The principal place of business and the mailing address of the Corporation is c/o Carpenter & Berger PL. 111 SE 12 Street, Fort Lauderdale FL 33316.

**ARTICLE III**

The purpose of the Corporation is to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the Act.

**ARTICLE IV**

**1. Authorized Capital.**

1.1. Capital. This Corporation is authorized to issue multiple classes of shares. Initially, the Corporation shall issue two classes of shares to be designated "Common Shares" and "Preferred Shares". The Common Shares and the Preferred Shares shall be referred to collectively as the "Shares". The total number of Shares that the Corporation shall have authority to issue is Eleven Million Five Hundred Thousand (11,500,000), consisting of (i) Eight Million Five Hundred Thousand (8,500,000) Common Shares, \$.0 par value and (ii) Three Million (3,000,000) Series A Preferred Shares, \$.0 par value per share.

1.2. Changes to Capital. An affirmative vote of a majority of the holders of Shares of the Corporation is required to amend or repeal these Articles Of Incorporation, including, but not limited to: (i) establishing in any one or more respects a designation, preference, conversion or other right(s), voting power(s), restriction(s), limitation(s) as to distributions, qualifications or terms and conditions of redemption for any new series or class of the Corporation's Shares, (ii) to increase the number of shares in a designated series or class, and (iii) to increase the number of shares that the Corporation shall have authority to issue.

2. Terms of the Common Shares.

2.1. Designation and Number. The Common Shares shall consist of a single class which shall consist of Eight Million Five Hundred Thousand (8,500,000) shares. All Common Shares shall be identical and shall entitle the holder thereof to the same rights and privileges.

2.2. Dividends. Subject to this Article IV, dividends may be paid on the Common Shares, as and when declared by the Board of Directors, all dividends of the Corporation, whether paid in cash, property or shares of the Corporation, as may be from time to time declared thereon by the Board of Directors out of the assets or funds of the Corporation legally available therefor.

2.3. Ratable Treatment. Subject to this Article IV, the Corporation shall not pay a dividend, make a distribution, or effect a shares split-up, combination, reorganization, reclassification or recapitalization, in each case, with respect to its outstanding Common Shares, unless all of its outstanding Shares participate on the same basis (except in the case of a reclassification or recapitalization with respect to voting rights) in such dividend, distribution, split-up, combination, reorganization, reclassification or recapitalization.

2.4. Fractional Shares. Fractional votes shall not be permitted and any fractional voting rights resulting with respect to any holder of Common Shares shall be rounded to the nearest whole number (with one-half rounded upward to one).

2.5. Transferability. No shareholder may sell, transfer assign, pledge, hypothecate or encumber all or any portion of Common Shares except as set forth in the Shareholders Agreement of the Corporation to which all holders of Common Shares shall become a party upon acquisition of the Common Shares.

2.6. Reservation of Common Shares Issuable Under Option Plan. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of issuing Common Shares pursuant to an option plan for key hires and advisors approved by a majority of the outstanding shares of the Corporation entitled to vote ("Option Plan"). The number of Common Shares as shall from time to time be sufficient to effect the issuance all Common Shares pursuant to the Option Plan, and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the issuance all Common Shares pursuant to the Option Plan, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such

number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these Articles of Incorporation.

2.7. Voting Rights. Except as otherwise provided herein or by the Act, each holder of Common Shares shall be entitled to one vote on all matters on which shareholders are entitled to vote or consent pursuant to the Act or this Agreement. Except as otherwise provided herein or by the Act, the affirmative vote or consent of a majority of the holders of Common Shares (treating for purposes of this calculation all shares of Series A Preferred Shares as having been converted into Common Shares) shall be necessary and sufficient to decide an issue.

### 3. Terms of Series A Preferred Shares.

3.1. Designation and Number. The Preferred Shares shall consist of a single class which shall be designated Series A Preferred Shares and consist of Three Million (3,000,000) shares. All Series A Preferred Shares shall be identical and shall entitle the holder thereof to the same rights and privileges.

3.2. Dividends. Subject to this Article IV, the Series A Preferred Shares shall accrue a dividend preference of five percent (5%) of the purchase price of the Series A Preferred Shares per annum, non-compounding, whether paid in cash, property or shares of the Corporation, as may be from time to time be declared thereon by the Board of Directors out of the assets or funds of the Corporation legally available therefor ("Preferred Yield").

3.3. Ratable Treatment. The Corporation shall not pay a dividend, make a distribution, or effect a stock split-up, combination, reorganization, reclassification or recapitalization, in each case, with respect to its outstanding Series A Preferred Shares, unless all of its outstanding Series A Preferred Shares participate on the same basis (except in the case of a reclassification or recapitalization, with respect to voting rights) in such dividend, distribution, split-up, combination, reorganization, reclassification or recapitalization.

3.4. Transferability. No shareholder may sell, transfer assign, pledge, hypothecate or encumber all or any portion of Series A Preferred Shares except as set forth in the Shareholders Agreement of the Corporation to which all holders of Series A Preferred Shares shall become a party upon acquisition of the Series A Preferred Shares.

3.5. Voting Rights. The holders of Series A Preferred Shares shall vote *pari passu* with the holders of Common Shares, and not as a separate class on all matters, on an as-if converted basis, (subject to adjustment to reflect any subsequent stock splits, stock dividends, recapitalizations, combinations of shares or the like), except for the following matters, which, for so long as the holders of Series A Preferred Shares maintain at least ten percent (10%) of the Shares of the Corporation, the Corporation, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of the then outstanding shares of Series A Preferred Shares will not:

- 3.5.1. Consummate a Liquidation Event (as defined hereinafter defined);
- 3.5.2. Approve any merger, sale of all or substantially all of the assets or other corporate reorganization or acquisition; or
- 3.5.3. License or transfer all or substantially all of the intellectual property rights of the Company;
- 3.5.4. Take or agree to take any action (whether by merger, consolidation, reorganization or otherwise) which may impair the Corporation's ability to honor the rights and preferences of the Series A Preferred Shares;

3.6. Reservation of Common Shares Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of the Series A Preferred Shares, such number of its Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Shares, and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the conversion of all then outstanding Series A Preferred Shares, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these Articles of Incorporation.

3.7. Fractional Shares. No fractional shares of Common Shares shall be issued upon the conversion of any share or shares of Preferred Stock. All shares of Common Shares (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Shares, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion as determined in good faith by the Board of Directors.

3.8. Conversion of Series A Preferred Shares. The holders of the Series A Preferred Shares shall have conversion rights (subject to adjustment to reflect any subsequent stock splits, stock dividends, recapitalizations, combinations of shares or the like) as follows (the "Conversion Rights"):

3.8.1. Optional Conversion. Series A Preferred Shares may be converted into Common Shares, at the election of the holder of the Series A Preferred Shares as follows:

- 3.8.1.1. On a one to one (1:1) basis at a price per share equal to \$1 per share (including any unpaid Preferred Yield), upon written notice to the Corporation; or
- 3.8.1.2. In the event the Corporation offers a future equity financing round,

whether in preferred shares, Common Shares or a convertible preferred share which, when converted to Common Shares, converts (i) on a basis that is greater than the one to one (1:1) basis of the current Series A Preferred Shares, or (ii) at a price per share of less than the original purchase price per share of Series A Preferred Shares.

3.8.2. Automatic Conversion. Series A Preferred Shares shall automatically convert into Common Shares, at a per share price as set forth in Section 3.8.5 upon:

3.8.2.1. the closing on an initial public offering, with an implied market value of not less than \$100,000,000 ("Qualified IPO");

3.8.2.2. the sale of all or substantially all the assets of the Corporation;

3.8.2.3. Upon Liquidation of the Corporation, if the holder of Series A Preferred Shares elects to not exercise the Preferred Share Liquidation Preference, as hereinafter defined; or

3.8.2.4. At the election of the Corporation, at any time after two (2) years from the date of issuance of Series A Preferred Shares to the holders thereof by payment of a dividend equal to the then "Preferred Liquidation Preference".

3.8.3. Reacquired Shares. Any Series A Preferred Shares converted, purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. None of such Series A Preferred Shares shall be reissued by the Corporation.

3.8.4. Mechanics of Conversion. To convert Series A Preferred Shares pursuant to this Section 3.8 on any date (a "Conversion Date"), the Holder shall deliver (whether via facsimile or otherwise) a copy of a properly and fully-completed and executed notice of conversion in the form attached hereto as Exhibit A (the "Conversion Notice") to the Corporation. On or before the second Business Day following the date of receipt of such Conversion Notice, the Corporation shall transmit by facsimile or email (by attachment in PDF format) an acknowledgment of confirmation of receipt of such Conversion Notice to the shareholder and the Corporation's transfer agent (the "Transfer Agent"). On or before the third Business Day following the date of receipt of a Conversion Notice or the triggering of a mandatory conversion pursuant to Section 3.8.2, above, the Corporation shall instruct the Transfer Agent to issue to the shareholder or its designee, the number of Common Shares to which the shareholder shall be entitled, with the legends required by the Shareholders Agreement or applicable law. If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act or any Liquidation Event, the conversion may, at the option of any holder tendering shares of Preferred Shares for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering or the occurrence of the Liquidation Event; in which event the person(s) entitled to receive the Common Shares or other property, as the case may be, upon conversion of the Preferred Shares shall not be deemed to have converted such Preferred Shares



until immediately prior to the closing of such sale of securities or the occurrence of the Liquidation Event. Notwithstanding that any certificate for Preferred Shares to be converted in a mandatory conversion shall not have been surrendered as of the date fixed for conversion, each such holder of Preferred Shares shall thereafter be treated for all purposes as the record holder of the number of Common Shares issuable to such holder upon conversion.

For purposes of this Section, "Business Day" shall mean any day other than Saturday, Sunday and any day on which banks are required or authorized by law to be closed in the State of Florida.

3.8.5. Preferred Shares Conversion Price. The price per share of Series A Preferred Shares shall be One Dollar (\$1.00), including accrued but unpaid Preferred Yield (which shall also convert at One Dollar (\$1.00) per share) except in the case of conversion under Section 3.8.1.2 of this Article IV, in which case a holder of Series A Preferred Shares may convert such holder's Series A Preferred Shares into a number of Common Shares equal to the amount of the holder's original Series A Preferred investment (including any unpaid Preferred Yield), divided by the price per share of the equity securities giving rise to such conversion.

3.8.6. Adjustments to Conversion Price for Dividends and for Combinations or Subdivisions of Common Shares. In the event that the Corporation at any time, or from time to time, after the issuance of the Series A Preferred Shares, shall declare or pay, without consideration, any dividend on the Common Shares payable in Common Shares or in any right to acquire Common Shares for no consideration, or shall effect a subdivision of the outstanding Common Shares into a greater number of Common Shares (by stock split, reclassification or otherwise than by payment of a dividend in Common Shares or in any right to acquire Common Shares), or in the event the outstanding Common Shares shall be combined or consolidated, by reclassification or otherwise, into a lesser number of Common Shares, then the conversion price for the Series A Preferred Shares in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that this Corporation shall declare or pay, without consideration, any dividend on the Common Shares payable in any right to acquire Common Shares for no consideration, then the Corporation shall be deemed to have made a dividend payable in Common Shares in an amount of shares equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Shares.

3.8.7. Adjustments for Reclassification and Reorganization. If the Common Shares issuable upon conversion of the Series A Preferred Shares 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 or otherwise (other than a subdivision or combination of shares provided for in Section 3.8.6 above or a merger or other reorganization treated as a liquidation, dissolution or winding up

of the Corporation under Section 4), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Shares shall be convertible into, in lieu of the number of Common Shares, or other securities or property, which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of Common Shares that would have been subject to receipt by the holders upon conversion of the Series A Preferred Shares immediately before that change.

3.9. The holders of Series A Preferred Shares shall be entitled to participate in any new equity finance round on a pro-rata basis, based on all of issued Shares of the Company.

4. Liquidation, Dissolution, Sale or Winding Up.

4.1. Upon the voluntary or involuntary dissolution, liquidation, sale or other disposition of all or substantially all of the assets of the Corporation or winding up (each, a "Liquidation Event") of the Corporation, the holders of Series A Preferred Shares shall be entitled to receive and to be paid out of the assets of the Corporation available for distribution to its shareholders, before any payment or distribution shall be made on any holder of Common Shares, the applicable Preferred Share Liquidation Preference (as that term are defined below), unless such holder elects to waive their Preferred Share Liquidation Preference.

4.2. The "Preferred Share Liquidation Preference" shall mean an amount equal to the sum set forth in Exhibit B, attached hereto and incorporated herein

4.3. Liquidation Rights. Subject to the rights of the holders of the Series A Preferred Shares having a Preferred Share Liquidation Preference, all holders of Common Shares and those holders of Series A Preferred Shares, who have waived their right to the Preferred Share Liquidation Preference and who shall participate ratably, on an as if converted basis with the holders of Common Shares, shall be entitled to receive and to be paid out the remaining assets of the Corporation available for distribution to shareholders.

5. No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, 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 the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of Article V 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 Series A Preferred Shares against impairment.

6. Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given under these Amended and Restated Articles of Incorporation shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by facsimile or other electronic transmission in the manner provided in Section 607.0141 of the Act or by

commercial courier service. Any such notice shall be addressed to recipient at his or her last known address as the same appears on the books of the Corporation. The time when such notice shall be deemed to be given shall be the time such notice is received by recipient or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails.

7. Amendments and Waivers. Except as otherwise set forth herein, any amendment, waiver or action required or permitted under this Article V shall become effective and binding if the same is approved by the vote or written consent of the holders of a majority of the Series A Preferred Shares then outstanding.

## ARTICLE V

### 1. Board of Directors.

1.1. The Board of Directors shall initially consist of three (3) members. The Board of Directors shall elect one Director to hold the position of a Chairman of the Board.

1.2. The holders of the Common Shares, but not the holders of Series A Preferred Shares, shall vote as a separate class to elect two (2) members of the Board of Directors (the "Common Directors").

1.3. For so long as holders of Series A Preferred Shares beneficially own at least twenty percent (20%) of the Shares of the Corporation on a fully diluted, as-if converted basis, the holders of Series A Preferred Shares shall be entitled to vote as a class to elect one (1) person to the Corporation's Board of Directors. Each person elected to be a director by the holders of Series A Preferred Shares pursuant to this Section 1.3 shall be referred to as a "Series A Director". Except as required by law, or as otherwise set forth herein, the affirmative vote or consent of a simple majority of the holders of Series A Preferred Shares shall be necessary and sufficient to make such election.

## ARTICLE VI

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership,

joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VI, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VI or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article V is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim. In any such action, the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or non-officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute,

provision of these articles of incorporation, the by-laws, agreement, vote of stockholders or disinterested directors or otherwise,

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance:

8.1. to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VI; and

8.2. to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VI.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

## ARTICLE VII

The name and Florida Street address of the registered agent is Joseph E. Carpenter Jr., c/o Carpenter & Berger PL, 111 SE 12 Street, Fort Lauderdale FL 33316.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the corporation has caused these Amended and Restated Articles of incorporation to be signed by Henry A. Cheli, its President on December 27, 2018.

PRIME FACTORS HOLDING COMPANY

By: 

Name: Henry A. Cheli

Title: President

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, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


  
\_\_\_\_\_  
Joseph E. Carpenter, Jr.  
Registered Agent

EXHIBIT A  
FORM OF CONVERSION NOTICE

(To be executed by the registered Holder in order to convert shares of Series A Preferred Shares)

The undersigned hereby elects to convert the number of shares of Series A Preferred Shares indicated below into shares of common stock, (the "Common Shares"), of Prime Factors Holding Company, a Florida corporation (the "Corporation"), according to the conditions hereof, as of the date written below.

Date to Effect Conversion

Number of Series A Preferred Shares owned prior to Conversion

Number of Series A Preferred Shares to be Converted

Stated Value of Series A Preferred Shares to be Converted

Number of Common Shares to be Issued

Applicable Conversion Price

Number of Series A Preferred Shares subsequent to Conversion

Name of Holder

By:

Name:

Title:

EXHIBIT B  
SERIES A PREFERRED LIQUIDATION PREFERENCE

The holders of Series A Preferred Shares shall be entitled to receive and to be paid out of the assets of the Corporation available for distribution to its shareholders, before any payment or distribution shall be made on any holder of Common Shares a liquidation preference equal to \$1.00 per Series A Preferred Share, plus any accrued, but unpaid Preferred Yield (the "Series A Preferred Liquidation Preference"). Upon payment of the Series A Preferred Liquidation Preference, the entire remaining assets legally available for distribution, if any, shall be distributed to the holders of Common Shares ratably based on the number of Common Shares held by each.



