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Account#: I200000000088

Date: 11/08/2019

Name: Merritt Walker

Reference #: 1150343

Entity Name: ALPHA UMI, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☒ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other \_\_\_\_\_

Authorized Amount: \$35

Signature: MW

ALPHA UMI, INC.  
ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION

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CERTIFICATE OF THE DESIGNATION,  
PREFERENCES, RIGHTS, AND LIMITATIONS OF  
SERIES A PREFERRED STOCK

The undersigned Chief Executive Officer of Alpha UMi, Inc., a corporation organized and in active status under the laws of the State of Florida, does hereby certify that the board of directors of the Corporation (the "Board"), in accordance with the Articles of Incorporation effective November 1, 2018 (the "Articles") and Bylaws of the Corporation and Section 607.0602, *Florida Statutes*, adopted a resolution on October 30, 2019, creating a series of three hundred thousand (300,000) shares of preferred stock of the Corporation designated as "Series A Preferred Stock," with the following relative preferences, rights, and limitations (all capitalized terms not defined herein shall have the definition as more fully set forth in the Articles):

1. Series A Preferred Stock Rights and Limitations.

(a) Number. The number of authorized shares of Series A Preferred Stock is three hundred thousand (300,000) shares. No fractional Series A Preferred Shares shall be issued.

(b) Rank. The shares of Series A Preferred Stock shall rank on a parity with shares of any other series of Preferred Shares as to the payment of dividends to which the shares are entitled and the distribution of assets upon dissolution, liquidation or winding up of the affairs of the Corporation, unless the terms of such other Preferred Shares provide otherwise.

(c) Voting.

(i) General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock ("Series A Holder") shall be entitled to cast one vote per share of Series A Preferred Stock, as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions herein, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class. To the extent permitted by law, holders of a majority of the outstanding Series A Preferred Stock, acting collectively or voting separately from any other series, may by affirmative vote waive any provision hereof intended for their respective benefit in accordance with such procedures as may from time to time be established by the Board.

(ii) Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "Series A Directors") and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect the remaining directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without

cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Section, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock or Common Stock, as the case may be, elect a person 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 by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to the voting requirements of this Section.

(d) Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum of six percent (6%), simple and non-compounding, per share shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "Accruing Dividends"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided, however, that except as set forth in the following sentence of this Subsection (d) or in Subsection (e), such Accruing Dividends shall be payable only when, as, and if declared by the Board and the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation unless the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid. The Corporation may pay any dividends herein in cash or Common Stock. The "Series A Original Issue Price" shall mean a per share amount set forth in the subscription agreements with the Series A Holders, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

(e) Liquidation.

(i) Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event (as defined below), out of the consideration payable to stockholders in such Deemed Liquidation Event or the Available Proceeds (as defined below), before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount

per share equal to one times the Series A Original Issue Price, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(ii) Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Series A Liquidation Amounts required to be paid to the holders of shares of Series A Preferred Stock the remaining assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Series A Preferred Stock pursuant to Subsection (c)(i) or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of the shares of Series A Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted on a one to one basis to Common Stock immediately prior to such liquidation pursuant to the terms of these Articles of Amendment of the Articles of Incorporation, dissolution or winding up of the Corporation. The aggregate amount which a Series A Holder is entitled to receive under Subsections (c)(i) and (c)(ii) is hereinafter referred to as the "Series A Liquidation Amount."

(iii) Deemed Liquidation Events. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least fifty percent (50%) of the outstanding shares of Series A Preferred Stock (the "Requisite Holders") elect otherwise by written notice sent to the Corporation at least thirty (30) days prior to the effective date of any such event:

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

(B) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its

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

(iv) Effecting a Deemed Liquidation Event.

(A) The Corporation shall not have the power to effect a Deemed Liquidation Event unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be paid to the holders of capital stock of the Corporation in accordance with Subsections (c)(i) and (c)(ii).

(B) In the event of a Deemed Liquidation Event, if the Corporation does not effect a dissolution of the Corporation under the FBCA within ninety (90) days after such Deemed Liquidation Event, then (1) the Corporation shall send a written notice to each Series A Holder no later than the ninetieth (90<sup>th</sup>) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (2) to require the redemption of such shares of Series A Preferred Stock, and (3) if the holders of at least fifty percent (50%) of the then outstanding shares of Series A Preferred Stock so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by law governing distributions to stockholders (the "Available Proceeds"), on the one hundred fiftieth (150<sup>th</sup>) day after such Deemed Liquidation Event, to redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under law governing distributions to stockholders.

(v) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board, including the approval of the Series A Director (as defined herein). In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "Additional Consideration"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections (c)(i) and

(e)(ii) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections (e)(i) and (e)(ii) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Initial Consideration.

(f) Reacquired Series A Preferred Stock. Any shares of Series A Preferred Stock which at any time have been redeemed or purchased by the Corporation shall, after redemption or purchase, be returned to the status of authorized but undesignated and unissued Preferred Shares, until reclassified by the Board. If no shares of Series A Preferred Stock are outstanding, all rights and preferences of such shares established and designated hereunder shall cease and terminate, and all obligations of the Corporation under these terms of the Series A Preferred Stock, shall terminate as the Series A Preferred Stock.

(g) Restriction. Shares of Series A Preferred Stock may be subject to a stockholders agreement containing numerous restrictions on the rights of the stockholders of the Corporation and the transferability of the shares of stock of the Corporation. A copy of the stockholders agreement, if any, is on file at the principal office of the Corporation.

(h) Ownership. The Corporation shall be entitled to treat the person in whose name any share of Series A Preferred Stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

(i) Preemptive Rights.

(i) Purchase Right. If the Corporation proposes to issue any securities other than pursuant to a Permitted Issuance ("New Securities"), then each Series A Holder who is an accredited investor (as defined in Rule 501 promulgated under the Securities Act of 1933 Act) will have the right to purchase such Series A Holder's Pro-Rata Portion of such New Securities. The Corporation shall give each Series A Holder who has a purchase right under this Section (i)(i) written notice of such proposed sale of New Securities, describing in reasonable detail the type of New Securities, the price and the terms upon which the Corporation proposes to issue the same, and the terms of such New Securities. The Corporation shall provide any such stockholder with the reasonable opportunity to review such information relating to the Corporation and the proposed issuance of New Securities that is reasonably requested. The Stockholder may exercise such election by giving written notice to the Corporation stating therein the quantity of New Securities to be purchased.

(ii) Right of Over-Allotment. Each Participating Series A Holder (defined below) shall have a right of over-allotment such that, if any Series A Holder fails to exercise such Series A Holder's right to purchase such Series A Holder's Pro-Rata Portion of any

New Securities pursuant to this Section (i) ("Over-Allotment Securities"), then each Series A Holder that exercised its rights to purchase New Securities ("Participating Series A Holder") may purchase a pro-rata share of the Over-Allotment Securities by providing notice of such election to the Corporation.

(iii) Sale by the Corporation. In the event any Series A Holder who has a purchase right under this Section (i) fails to exercise in full such Series A Holder's purchase right, the Corporation shall have authority thereafter to sell the New Securities with respect to which the purchase right was not exercised, at a price and upon terms not materially more favorable to the purchasers thereof than specified in the Corporation's notice given pursuant to Section (i)(i).

(iv) Notice After Sale. Notwithstanding anything in this Agreement to the contrary, the Corporation may in its sole discretion issue New Securities prior to providing the Series A Holders with notice and the opportunity to purchase New Securities as set forth in Section (i)(i) and (ii) above, so long as the Corporation provides to the Series A Holder such notice and opportunity to purchase within ninety (90) calendar days after the issuance of such New Securities. For a period of fifteen (15) calendar days following the mailing of such notice by the Corporation, each Series A Holder may elect to purchase up to the number of New Securities that such Series A Holder would have been entitled to purchase had the Corporation complied with Section (i)(i). The Series A Holder may exercise such election by giving written notice to the Corporation within such fifteen (15) calendar day period stating therein the quantity of New Securities to be purchased.

(v) Closing. The closing for any such issuance shall take place as proposed by the Corporation with respect to the New Securities to be issued, at which closing the Corporation shall deliver appropriate documentation evidencing the New Securities are issued in the respective names of the purchasing Series A Holder against receipt of the consideration therefor.

(vi) Definitions. The following definitions apply to Section (i):

(A) "Fully-Diluted Basis" shall mean the number of shares of Common Stock and Preferred Stock which would be outstanding, as of the date of computation, if all vested and outstanding stock equivalents had been converted, exercised or exchanged; provided, however, that any stock equivalents which are subject to vesting but have not vested as of the date of computation will be disregarded for purposes of determining Fully-Diluted Basis.

(B) "Permitted Issuances" shall mean any issuances of securities (1) pursuant to the exercise or conversion of any stock equivalents; (2) pursuant to a stock split, stock dividend, plan of recapitalization, reorganization or like action; (3) pursuant to a public offering; (4) to the current or future directors, managers, officers, employees or consultants of the Corporation or any of its subsidiaries pursuant to an equity incentive plan approved by the Board or pursuant to a compensation-related plan of the Corporation approved by the Board; (5) in connection with the acquisition of another person's business by the Corporation or any of its subsidiaries (whether by acquisition of stock or assets or by merger, consolidation, reorganization

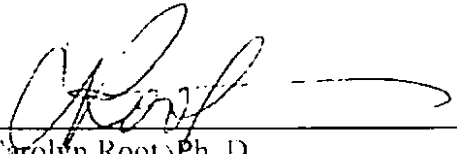
or other similar transaction) or the formation of a joint venture; (6) in connection with a non-capital raising transaction or for non-cash consideration, such as issuances of securities to vendors or strategic or marketing partners or in joint ventures; (7) to lenders or other financing sources in connection with obtaining financing for the Corporation or any of its subsidiaries; and (8) in connection with the reissuance of securities previously purchased by the Corporation.

(C) “Pro-Rata Portion” means, with respect to any stockholder at any time, the percentage equal to (1) the number of shares of Common Stock or Preferred Stock then held by such stockholder over (2) the total number of outstanding shares of Common Stock and Preferred Stock determined on a Fully-Diluted Basis.

IN WITNESS WHEREOF, Alpha UMI, Inc. has caused this Certificate of the Designation, Preferences, Rights, and Limitations of Series A Preferred to be signed by Carolyn Root, Ph. D., its Chief Executive Officer, this 8<sup>th</sup> day of November, 2019.

ALPHA UMI, INC.

By:

  
\_\_\_\_\_  
Carolyn Root, Ph. D.  
Chief Executive Officer