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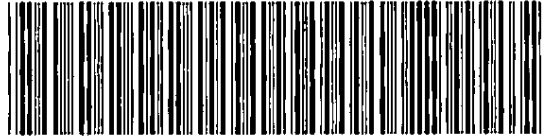
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BY: _____

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2023 MAR 15 AM 10:51
SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

Department of State
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: ZULU PODS, INC
CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

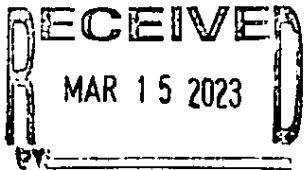
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Filing Fee

☐ \$43.75
Filing Fee
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☒ \$43.75
Filing Fee
& Certified Copy

☐ \$52.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED



FROM: JOANNE F. KERNER
Name (Printed or typed)

2888 EAST OAKLAND PARK BLVD
Address

FORT LAUDERDALE FL 33306
City, State & Zip

954-563-8111 OR 954-873-0196
Daytime Telephone number

JOANNE@KERNERPA.COM
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the document.

FILED



Zulu Pods, Inc.

2023 MAR 15 AM 10:51

**AMENDED AND RESTATED CERTIFICATE OF
INCORPORATION**

SECRETARY OF
TREASURER

Zulu Pods, Inc., a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act (Fl. Stat. 607 et seq.) of the State of Florida,

1. The present name of the Corporation is Zulu Pods, Inc. The date of filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Florida was July 27, 2020.

2. The Certificate of Incorporation of the Corporation, as so amended to date, is hereby amended, and restated as set forth in the Amended and Restated Certificate of Incorporation hereinafter provided for pursuant to adoption by the Board of Directors and approval by the majority vote of the shareholders by written consent on March 9, 2023.

3. The provisions of the Certificate of Incorporation of the Corporation as heretofore amended and/or supplemented, and as herein amended, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled the Amended & Restated Certificate of Incorporation of Zulu Pods, Inc. without any further amendment(s) other than the amendment(s) herein certified and any discrepancy between the provisions of the certificate of incorporation as heretofore amended and supplemented and the provisions of the said single instrument hereinafter set forth, shall be resolved in favor of the latter.

4. On March 9, 2023 this Amendment and Restatement of the Certificate of Incorporation herein certified have been duly adopted by the Board of Directors and approved by the stockholders in accordance with the provisions of Sections 607.1003, 607.0704 and 607.0821 of the Florida Business Corporation Law.

5. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

ARTICLE FIRST: NAME AND PRINCIPAL ADDRESS. The name of the Corporation is: Zulu Pods, Inc. (the "Corporation"). The principal address is 333 Las Olas Way, CU 4, Suite 418, Fort Lauderdale, FL 33301.

ARTICLE SECOND: REGISTERED AGENT. The address of its registered office in the State of Florida is 333 Las Olas Way, CU 4, Suite 418, Fort Lauderdale, FL 33301; and the name of the registered agent of the Corporation in the State of Florida at such an address is Troy Cunningham.

ARTICLE THIRD: BUSINESS. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Corporation Law of Florida.

ARTICLE FOURTH: CAPITALIZATION. The total number of shares of stock which the Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of capital stock, with Fifty-nine Million Three Hundred Thousand (59,300,000) shares of Class A Common Stock, with a par value of \$0.0001 per share (the "Class A Common Stock"); Seven Hundred Thousand (700,000) shares of Class B Common Stock, with a par value of \$0.0001 per share (the "Class B Common Stock"); Ten Million (10,000,000) shares of Class C Common Stock, with a par value of \$0.0001 per share (the "Class C Common Stock"), and collectively, the Class A Common Stock, the Class B Common Stock and the Class C Common Stock, shall be referred to as the "Common Stock" and Thirty Million (30,000,000) shares of initially undesignated Preferred Stock, par value \$0.0001 per share (the "Blank Check Preferred Stock").

A description of the respective classes and series of stock and a statement of the designations, preferences, voting powers (or no voting powers), relative, participating, optional or other special rights and privileges and the qualifications, limitations and restrictions of the Class A Common Stock, the Class B Common Stock, the Class C Common Stock, and the Blank Check Preferred Stock are set forth below in this instrument or by subsequent amendment.

A. Common Stock

1. Rights and Restrictions of Class A, Class B, and Class C Common Stock. The preferences, limitations, voting powers and relative rights of the Class A Common Stock, the Class B Common Stock, and Class C Common Stock (subject to the preferences and rights of the Preferred Stock as determined by the Board of Directors pursuant to Article Fourth, Section B of these Articles) are as follows:

(a) Voting Rights.

- (i) Except as otherwise provided in these Articles, or except as required by applicable law, the holders of Class A Common Stock and the holders of Class B Common Stock shall vote together as a single voting group on all matters submitted to a vote of the Corporation's shareholders.
- (ii) Except as otherwise expressly provided in these Articles or required by applicable law, each holder of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held as of the

applicable record date on any matter that is submitted to a vote of the shareholders of the Corporation (including, without limitation, any matter voted on at a shareholders' meeting).

- (iii) Except as otherwise expressly provided in these Articles or required by applicable law, each holder of Class B Common Stock shall be entitled to twenty-five (25) votes for each share of Class B Common Stock held as of the applicable record date on any matter that is submitted to a vote of the shareholders of the corporation (including, without limitation, any matter voted on at a shareholders' meeting).
 - (iv) The Class C Common Stock shall be non-voting.
 - (v) Notwithstanding, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one (1) or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one (1) or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law.
 - (vi) There shall be no cumulative voting.
 - (vii) The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one (1) or more series of Preferred Stock that may be required by the terms of this Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.
- (b) **Dividends and Distributions.** Subject to the preferences applicable to any series of Preferred Stock, if any, outstanding at any time, shares of Class A Common Stock, Class B, Common Stock, and Class C Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any Dividend or Distribution as may be declared by, and at the discretion of, the Board of Directors from time to time with respect to the Common Stock; provided, however, that in the event any such Dividend or Distribution declared by and at the discretion of, the Board of Directors with respect to the Common Stock is paid in the form of Class A Common Stock or Class B Common Stock or Class C Common Stock (or Rights to acquire such class of stock), then holders of Class A Common Stock shall receive Class A Common Stock (or Rights to acquire such stock, as the case may be) and holders of Class B Common Stock shall receive Class B Common Stock (or Rights to acquire such stock, as the case

may be) and holders of Class C Common Stock shall receive Class C Common Stock (or Rights to acquire such stock, as the case may be).

(c) **Liquidation Rights.** Subject to the preferences applicable to any series of Preferred Stock, and after the payment in full of all Liquidation Amounts required to be paid to the holders of shares of Preferred Stock in accordance with their designations, the shares of Class A Common Stock, the shares of Class B Common Stock, and the Class C Common Stock are entitled to the net assets of the Corporation *pari passu* based on the number of shares held by each such holder upon the event of any voluntary or involuntary bankruptcy, liquidation, dissolution or winding up of the Corporation in accordance with applicable law and preferences of the Preferred Stock.

(d) **Subdivision or Combination.** If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock, Class B Common Stock or Class C Common Stock, the outstanding shares of the other such classes will be subdivided or combined in the same proportion and manner.

(e) **Equal Status.** Except as otherwise expressly provided in these Articles or required by applicable law, shares of Class A Common Stock, shares of Class B Common Stock and shares of Class A Common Stock, shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters. Without limiting the generality of the foregoing sentence, in connection with a Change of Control Transaction, shares of Class A Common Stock, Class B Common Stock, and shares of Class C Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any consideration into which such shares are converted or any consideration paid or otherwise distributed in respect of such shares to shareholders of the Corporation.

(f) **Conversion of Class B Common Stock.**

(i) Voluntary Conversion. Each share of the Class B Common Stock shall be convertible into one fully paid and nonassessable share of Class A Common Stock at the option of the holder thereof at any time upon either (A) written notice to the Secretary and compliance with the procedures for voluntary conversion as set forth in these Articles, or (B) if the holders of a majority of the outstanding shares of Class B Common Stock and the corporation have entered into a written agreement to amend the procedures, or adopt other procedures, governing the voluntary conversion of the Class B Common Stock, upon compliance with such procedures as amended or adopted in such written agreement.

(ii) Automatic Conversion. Each share of Class B Common Stock shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon a Transfer of such share, other than a Transfer: (A) from a Founder, as defined below, or any Permitted

Entity of such Founder, to another Founder, or any Permitted Entity of such other Founder. (B) by a Founder to any of the entities, accounts, plans or trusts listed in clauses (1) through (6) below (each, a "*Permitted Entity*" and, collectively, "*Permitted Entities*"), and from any such Permitted Entity back to such Founder and/or any other Permitted Entity established by or for such Founder:

(A) a trust for the benefit of such Founder or persons other than such Founder so long as such Founder has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust; provided such Transfer does not involve any payment of cash, securities, property or other consideration (other than an interest in such trust) to such Founder, and provided, further, that in the event such Founder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust, each share of Class B Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(B) a trust under the terms of which such Founder has retained a "qualified interest" within the meaning of Section 2702(b)(1) of the Internal Revenue Code and/or a reversionary interest so long as such Founder has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust; provided, however, that in the event such Founder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust, each share of Class B Common Stock then held by such trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(C) an Individual Retirement Account, as defined in Section 408(a) of the Internal Revenue Code, or a pension, profit sharing, stock bonus or other type of plan or trust of which such Founder is a participant or beneficiary and which satisfies the requirements for qualification under Section 401 of the Internal Revenue Code; provided that in each case such Founder has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held in such account, plan or trust, and provided, further, that in the event such Founder no longer has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such account, plan or trust, each of such Founder's shares of Class B Common Stock then held by such account, plan or trust shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(D) a corporation in which such Founder directly, or indirectly through one or more Permitted Entities, owns shares with sufficient Voting Control in the corporation, or otherwise has legally enforceable rights, such that such Founder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such corporation; provided that in the event such Founder no longer owns sufficient shares or no longer has sufficient legally enforceable rights to enable such Founder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such corporation, each share of Class B Common Stock then held by such corporation shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock;

(E) a partnership in which such Founder directly, or indirectly through one or more Permitted Entities, owns partnership interests with sufficient Voting Control in the partnership, or otherwise has legally enforceable rights, such that such Founder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such partnership; provided that in the event such Founder no longer owns sufficient partnership interests or no longer has sufficient legally enforceable rights to enable such Founder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such partnership, each share of Class B Common Stock then held by such partnership shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock; or

(F) a limited liability company in which such Founder directly, or indirectly through one or more Permitted Entities, owns membership interests with sufficient Voting Control in the limited liability company, or otherwise has legally enforceable rights, such that such Founder retains sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such limited liability company; provided that in the event such Founder no longer owns sufficient membership interests or no longer has sufficient legally enforceable rights to enable such Founder to retain sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such limited liability company, each share of Class B Common Stock then held by such limited liability company shall automatically convert into one (1) fully paid and nonassessable share of Class A Common Stock.

(G) Transfer Restrictions. The Class C Common Stock may be subject to a stock option plan providing for different controlling transfer restrictions than those set out in these Articles.

(iii) Conversion Upon Death or Mental Disability. Each share of Class B Common

Stock held of record by a Founder, or by any of such Founder's Permitted Entities, shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon the death or Mental Disability of such Founder; provided, however, that:

(A) If a Founder or such Founder's Permitted Entity (in either case, the "*Transferring Founder*") transfers exclusive Voting Control (but not ownership) of shares of Class B Common Stock to the another Founder (the "*Transferee Founder*") which transfer of Voting Control is contingent or effective upon the death or Mental Disability of the Transferring Founder, then each share of Class B Common Stock that is the subject of such transfer shall automatically convert into one fully paid and nonassessable share of Class A Common Stock upon that date which is the earlier of: (a) nine months after the earlier of the date upon which the Transferring Founder died or the date upon which Mental Disability in respect of such Transferring Founder occurred, as the case be, or (b) the date upon which the Transferee Founder ceases to hold exclusive Voting Control over such shares of Class B Common Stock; provided, further, that if the Transferee Founder shall die or suffer Mental Disability within nine months following the death or Mental Disability, as the case may be, of the Transferring Founder, then a trustee designated by the Transferee Founder and approved by the Board of Directors may exercise Voting Control over: (x) such shares of Class B Common Stock of the Transferring Founder or the Transferring Founder's Permitted Entity and, in such instance, each such share of Class B Common Stock shall automatically convert into one fully paid and nonassessable share of Class A Common Stock upon that date which is the earlier of (1) nine months after the earlier of the date upon which the Transferring Founder died or the date upon which Mental Disability in respect of such Transferring Founder occurred, as the case be, or (2) the date upon which such trustee ceases to hold exclusive Voting Control over such shares of Class B Common Stock; and (y) the Transferee Founder's shares of Class B Common Stock (or shares of Class B Common Stock held of record by any Permitted Entity of the Transferee Founder) and, in such instance, each such share of Class B Common Stock shall automatically convert into one fully paid and nonassessable share of Class A Common Stock upon that date which is the earlier of: (1) nine months after the earlier of the date upon which the Transferee Founder died or the date upon which Mental Disability in respect of such Transferee Founder occurred, as the case be, or (2) the date upon which such trustee ceases to hold exclusive Voting Control over such shares of Class B Common Stock; and

(B) If one Founder dies or Mental Disability in respect of such Founder occurs simultaneously with when the other Founder dies or Mental Disability in respect of such other Founder occurs (such simultaneous occurrence, a "*Simultaneous Event*"), a trustee designated by the Founders

and approved by the Board of Directors may exercise Voting Control over the Founders' shares of Class B Common Stock (or shares of Class B Common Stock held of record by any of the Permitted Entities of either of the Founders) and, in such instance, each such share of Class B Common Stock shall automatically convert into one fully paid and nonassessable share of Class A Common Stock upon that date which is the earlier of (a) nine months after the date of the Simultaneous Event or (b) the date upon which such trustee ceases to hold exclusive Voting Control over such shares of Class B Common Stock.

- (iv) Procedures. This corporation may, from time to time, establish such policies and procedures relating to the administration of the three class Common Stock structure, including, without limitation, the issuance of stock certificates or procedures with respect to book entry systems, as it deems necessary or advisable. This corporation may request that holders of shares of Class B Common Stock furnish affidavits, certificates or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock and to confirm that a conversion to Class A Common Stock has not occurred. A determination by the Secretary of the Corporation with respect to whether a Transfer results in a conversion to Class A Common Stock shall be conclusive and binding.
- (v) Mechanics of Conversion. Before any holder of Class B Common Stock shall be entitled to convert voluntarily some or all shares of such holder's Class B Common Stock into shares of Class A Common Stock pursuant to Article VIII, such holder shall give signed written notice (the "*Conversion Notice*") to the Secretary at the office of the Corporation that such holder elects to convert the same, shall state therein the number of shares to be converted into shares of Class A Common Stock, and shall surrender the certificate or certificates evidencing the shares of Class B Common Stock of which all or a portion are to be converted, at the office of the Corporation (and accompanied by all transfer taxes (or proof of payment thereof), if any); provided, however, that if the certificate or certificates evidencing the shares to be converted have been lost, stolen, or destroyed, the holder may, in lieu of delivering such certificate or certificates, notify the Secretary that such certificate or certificates have been lost, stolen, or destroyed and execute and deliver an agreement satisfactory to the Corporation (the "*lost certificate agreement*") to indemnify the Corporation from any loss incurred by it in connection with such certificate or certificates. If requested by such holder, the Corporation shall, as soon as practicable thereafter, provide for the issuance and delivery to such holder, at the address for delivery indicated in the Conversion Notice, of a certificate or certificates for the number of shares of Class A Common Stock into which such holder has elected to convert the applicable shares of Class B Common Stock and to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately before the close of business on the later of (A) the

date of receipt by the Secretary of the Conversion Notice and (B) the date of either (i) the surrender to the Secretary of the certificate or certificates evidencing the shares of Class B Common Stock to be converted or (ii) the delivery of the lost certificate agreement, as the case may be (the later of the dates under clause (A) or clause (B), the "*Voluntary Conversion Date*"), and the holder entitled to receive the shares of Class A Common Stock upon such conversion shall be treated for all purposes as the record holder of such shares of Class A Common Stock on such Voluntary Conversion Date. Notwithstanding anything to the contrary in this Sub-Section (f), upon the written agreement of the holders of a majority of the outstanding shares of Class B Common Stock and the corporation, the Corporation may amend the procedures, or adopt other procedures, governing the voluntary conversion of the Class B Common Stock. Notwithstanding anything to the contrary in this Sub-Section (f), automatic conversion of the shares of Class B Common Stock pursuant to Article Fourth shall be effective without any further action on the part of the holder of such shares and shall be effective whether or not the certificates for such shares are surrendered to the Corporation. Upon any conversion of shares of Class B Common Stock to Class A Common Stock, all rights of the holder (as of immediately prior to such conversion) of such shares of Class B Common Stock shall cease and the person, persons, entity or entities entitled to receive the shares of Class A Common Stock upon such conversion shall be treated for all purposes as having become the record holder or record holders of such shares of Class A Common Stock. Shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided in this Sub-Section (f) shall be retired and may not be reissued.

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

B. Blank Check Preferred Stock.

1. Rights and Restrictions of Blank Check Preferred Stock. The Blank Check Preferred Stock may be issued from time to time and in one or more series. The Board of Directors of the Corporation is authorized to determine or alter the powers, preferences and rights, and the qualifications, limitations and restrictions granted to or imposed upon any wholly unissued series of Blank Check Preferred Stock, and within the limitations or restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series of Blank Check Preferred Stock, to increase or decrease (but not below the number of shares of any such series of Preferred Stock then outstanding) the number of shares of any such series of Blank Check Preferred Stock, and to fix the number of shares of any series of Blank Check Preferred Stock. In the event that the number of shares of any series of Blank Check Preferred Stock shall be so decreased, the shares

constituting such decrease shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series of Blank Check Preferred Stock subject to the requirements of applicable law.

ARTICLE FIFTH. The Corporation is to have perpetual existence.

ARTICLE SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Florida:

- A. The Board of Directors of the Corporation is expressly authorized to adopt, amend, or repeal the By-laws of the Corporation.
- B. Elections of directors need not be by written ballot unless the By-laws of the Corporation shall so provide.
- C. The books of the Corporation may be kept in such place within or without the State of Florida as the By-laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.
- D. Any vote or votes authorizing liquidation of the Corporation or proceedings for its dissolution may provide, subject to the rights of creditors and the rights expressly provided for particular classes or series of capital stock, for the distribution among the stockholders of the Corporation of the assets of the Corporation as provided herein, wholly or in part or in kind, whether such assets be in cash or other property, and may authorize the Board of Directors of the Corporation to determine the valuation of the different assets of the Corporation for the purpose of such liquidation and may divide or authorize the Board of Directors to divide such assets or any part thereof among the stockholders of the Corporation, in such manner that every stockholder will receive a proportionate amount in value (determined as provided herein) of cash or property of the Corporation upon such liquidation or dissolution even though each stockholder may not receive a strictly proportionate part of each such asset.

ARTICLE SEVENTH: PERSONAL LIABILITY OF DIRECTORS/SHAREHOLDERS AND INDEMNIFICATION.

- A. **Elimination of Personal Liability.** The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under non-waivable provisions of Sections 0830 and 0831 of the Florida Business Corporation Act, or (iv) for any transaction from which such director derived an improper personal benefit.

If the Florida Business Corporation Act is amended in the future to authorize corporate action further eliminating or limiting the personal liability of directors or shareholders, then the liability of a director or shareholder of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act, as so amended from time to time.

Any repeal or modification of this Article Seventh shall not increase the personal liability of any director of this Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

B. Indemnification.

1. General.

(a) To the fullest extent permitted by law and consistent with the principles set forth in Section 1(c) below, the Corporation shall indemnify any person ("indemnitee") who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or other type of proceeding (other than an action by or in the right of the Corporation), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, trustee or fiduciary of another corporation, partnership, joint venture, trust (including without limitation an employee benefit trust), or other enterprise.

(b) To the fullest extent permitted by law and consistent with the principles set forth in Section 1(c) below, the Corporation shall be entitled but shall not be obligated to indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Corporation), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(c) Any person for whom indemnification is required or authorized under Section 1(a) or Section 1(b) above shall be indemnified against all liabilities, judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof. Indemnification shall be available only if the person to be indemnified acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the

Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

2. Actions by or in the Right of the Corporation.

(a) To the fullest extent permitted by law and consistent with the principles set forth in Section 2(c) below, the Corporation shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (as further described in Section 1 of this Article 8) by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, trustee or fiduciary of another corporation, partnership, joint venture, trust or other enterprise.

(b) To the fullest extent permitted by law and consistent with the principles set forth in Section 2(c) below, the Corporation shall be entitled but shall not be obligated to indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (as further described in Section 1 of this Article Seventh) by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust (including without limitation an employee benefit trust) or other enterprise.

(c) Any person for whom indemnification is required or authorized under Section 2(a) or Section 2(b) above shall be indemnified against expenses (including attorneys' fees, paralegals' fees and court costs) and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expenses of litigating the action, suit or other proceeding to conclusion, that are actually and reasonably incurred in connection with the defense or settlement of such action, suit or other proceeding, including any appeal thereof. Indemnification shall be available only if the person to be indemnified acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Corporation. Notwithstanding the foregoing, no indemnification shall be made under this Section 2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such action, suit or other proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to

indemnification for such expenses that such court shall deem proper.

3. **Determination that Indemnification is Proper.** Indemnification pursuant to Section 1 or Section 2 of this Article Seventh, unless otherwise made pursuant to a determination by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification is proper in the circumstances because the indemnified person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article Seventh. Such determination shall be made under one of the following procedures:

(a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or other proceeding to which the indemnification relates;

(b) if such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (the designation being one in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to such action, suit or other proceeding;

(c) by independent legal counsel (i) selected by the Board of Directors in accordance with the requirements of subsection (a) or by a committee designated under subsection (b) or (ii) if a quorum of the directors cannot be obtained and a committee cannot be designated, selected by majority vote of the full Board of Directors (the vote being one in which directors who are parties may participate); or

(d) by the stockholders by a majority vote of a quorum consisting of stockholders eligible to vote who were not parties to such action, suit or other proceeding or, if no such quorum is obtainable, by a majority vote of stockholders eligible to vote who were not parties to such action, suit or other proceeding.

4. **Evaluation and Authorization.** Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as is prescribed in Section 3 of this Article Seventh for the determination that indemnification is permissible; provided, however, that if the determination as to whether indemnification is permissible is made by independent legal counsel, the persons who selected such independent legal counsel shall be responsible for evaluating the reasonableness of expenses and may authorize indemnification.

5. **Prepayment of Expenses.** Expenses (including attorneys' fees, paralegals' fees, and court costs) incurred by a director or officer in defending a civil or criminal action, suit or other proceeding referred to in Section 1 or Section 2 of this Article Seventh may, in the discretion of this Corporation, to the full extent permitted by law, be paid by the Corporation in advance of the final disposition thereof. Any such payment shall be made only upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if such person is ultimately found not to be entitled to indemnification by the Corporation pursuant to this Article Seventh.

6. **Prompt Consideration.** Any request for indemnification or advancement of expenses shall be promptly considered by the Corporation.

7. **Non-exclusivity and Limitations.** The indemnification and advancement of expenses

provided pursuant to this Article Seventh shall not be deemed exclusive of any other rights to which a person may be entitled under any law, By-law, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in any other capacity while holding office with the Corporation. Such indemnification and advancement of expenses shall continue as to any person who has ceased to be a director or officer and shall inure to the benefit of such person's heirs and personal representatives. The Board of Directors may, at any time, approve indemnification of or advancement of expenses to any other person that the Corporation has the power by law to indemnify. In all cases not specifically provided for in this Article Seventh, indemnification or advancement of expenses shall not be made to the extent that such indemnification or advancement of expenses is expressly prohibited by law.

8. Continuation of Indemnification Right.

(a) The right of indemnification and advancement of expenses under this Article Seventh for directors and officers shall be a contract right inuring to the benefit of the directors and officers entitled to be indemnified hereunder. No amendment or repeal of this Article Seventh shall adversely affect any right of such director or officer existing at the time of such amendment or repeal. Indemnification and advancement of expenses as provided for in this Article Seventh shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

(b) Unless expressly otherwise provided when authorized or ratified by this Corporation, indemnification and advancement of expenses that have been specifically authorized and approved by the Corporation for a particular employee or agent shall continue as to a person who has ceased to be an employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(c) For purposes of this Article Seventh, the term "corporation" includes, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director or officer of a constituent corporation, or is or was serving at the request of a constituent corporation as a director, officer, trustee or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, is in the same position under this Article 8 with respect to the resulting or surviving corporation as such person would have been with respect to such constituent corporation if its separate existence had continued.

9. **Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, trustee, fiduciary, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may cover any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation is obligated to or would have the power to indemnify such person against the liability under Section 1 or Section 2 of this Article Seventh.

10. **Right of Indemnitee to Bring Suit.** If a claim under this Article Seventh is not paid in

full by the Corporation within ninety days after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Florida Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Florida Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is entitled to be indemnified or to such advancement of expenses under this Article Seventh or otherwise shall be on the indemnitee. No potential indemnitee shall be entitled to advancement of expenses under this Certificate of Incorporation or the By-Laws in any action involving a proceeding by the Corporation against the indemnitee for any claim by the Corporation involving a breach of fiduciary duty of the indemnitee to the Corporation, gross negligence, bad faith, intentional misconduct, or unlawful conduct.

11. **Non-Exclusivity of Rights.** The rights to indemnification and to the advancement of expenses conferred in this Article Seventh in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Certificate of Incorporation, By-law, contract, or agreement, vote of stockholders or disinterested directors or otherwise.

12. **Indemnification of Employees or Agents of the Corporation.** The Corporation may, in its sole discretion, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Seventh with respect to the indemnification and advancement of expenses of directors, and officers of the Corporation.

ARTICLE EIGHTH: ADJUSTMENT FOR STOCK SPLITS AND COMBINATIONS

If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so

that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

ARTICLE NINTH: AMENDMENTS

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder herein are granted subject to this reservation. Subject to any additional vote required by this Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend, and rescind any or all of the Bylaws of the Corporation.

ARTICLE TENTH: BOARD OF DIRECTORS; OFFICERS.

Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one (1) vote on each matter presented to the Board of Directors; provided, however, that, so long as the holders of Preferred Stock are entitled to elect a Preferred Director, the affirmative vote the Preferred Director shall be required for the authorization by the Board of Directors of any of the matters voted upon. The present Board of Directors and executive officers are as follows:

Title	Name	Address
CEO & Chairman	Robert Sladen	4745 NW 115th Ave, Coral Springs, FL 33076
CTO & Director	Daniella Sladen	4745 NW 115th Ave, Coral Springs, FL 33076
CRO & Director	Joseph K. Cunningham	4 White Birch Lane, Great Barrington, MA 01230
President & Director	Troy P. Cunningham	1562 SW 150th Terrace Davie, FL 33326
CSO& Director	Dr. Todd M. Currier, PhD.	184 North Silver Lane Sunderland, MA 01375

ARTICLE ELEVENTH: SHAREHOLDER MEETINGS

Meetings of stockholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide.

ARTICLE TWELFTH: FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, the Circuit Court in the State of Florida, County of Broward, shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Florida Business Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Circuit Court determines that there is an indispensable party not subject to the jurisdiction of the Circuit Court (and the indispensable party does not consent to the personal jurisdiction of the Circuit Court within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Circuit Court, or for which the Circuit Court does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

DEFINITIONS. As used in these Articles the following terms shall have the following meanings:

"Change of Control Transaction" means the occurrence of any of the following events:

(a) the sale, lease, exchange or other disposition (other than liens, encumbrances and the grant of security interests in the ordinary course of business and non-exclusive licenses in the ordinary course of business) by the Corporation of all or substantially all of the Corporation's property and assets (which shall for such purpose include the property and assets of any direct or indirect subsidiary of the Corporation); provided that any sale, lease, exchange or other disposition of property or assets exclusively between or among the Corporation and any direct or indirect subsidiary or subsidiaries of the Corporation shall not be deemed a "Change of Control Transaction"; or

(b) the merger or consolidation of the Corporation with or into any other corporation or entity, or the acquisition of the Corporation by means of a share exchange, other than a merger, consolidation or share exchange that would result in the voting securities of the Corporation outstanding

immediately prior thereto continuing to represent, or being converted into, cancelled in consideration of obtaining the right to receive, or exchanged for, voting securities that represent, immediately following such merger, consolidation or share exchange, more than fifty percent (50%) of the total voting power of the capital stock of (i) the Corporation or the surviving entity or (ii) if the Corporation or the surviving entity is a subsidiary of another entity immediately following such merger, consolidation or share exchange, the parent entity of the Corporation or the surviving entity.

“Conversion Notice” has the meaning ascribed to such term in Article Fourth A. 1(f)(v).

“Distribution” means (i) any dividend or distribution of cash, property or shares of the Corporation’s capital stock; and (ii) any distribution following or in connection with any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.

“Founder” means either Robert Sladen, Daniella Sladen, Joseph K. Cunningham, Troy P. Cunningham, each as a natural living person, and *“Founders”* means all of them.

“Mental Disability” means, with respect to a Founder, permanent and total disability such that such Founder is unable to engage in any substantial gainful activity by reason of any medically determinable mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months as determined by a licensed medical practitioner. In the event of a dispute as to whether a Founder has suffered a Mental Disability, no Mental Disability of the Founder shall be deemed to have occurred unless and until an affirmative ruling regarding such Mental Disability has been made by a court of competent jurisdiction, and such ruling has become final and non-appealable.

“Permitted Entity” and *“Permitted Entities”* have the meanings ascribed to such terms in Art. Fourth A.1.(f).

“Rights” means any option, warrant, conversion right or contractual right of any kind to acquire shares of the Corporation’s authorized but unissued capital stock.

“Secretary” has the contextual meaning ascribed to such term in these Articles.

“Transfer” of a share of Class B Common Stock shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A *“Transfer”* shall also include, without limitation, (i) a transfer of a share of Class B Common Stock to a broker or other nominee, regardless of whether or not there is a corresponding change in beneficial ownership (provided however that any such transfer to a broker or other nominee that is determined by the Secretary to have been unintended by the transferor shall not be considered a *“Transfer”* if no shareholder vote has occurred since such unintended transfer to the broker or nominee and such transfer to the broker or nominee is rescinded, revoked or reversed within 15 days after the transferor first becomes aware of such unintentional transfer) or (ii) the transfer of, or entering into a binding agreement with respect to, Voting Control over a share of Class B Common Stock by proxy or otherwise; provided, however, that the

following shall not be considered a "Transfer":

(a) the grant of a proxy to officers or directors of the Corporation at the request of the Board of Directors of the Corporation in connection with actions to be taken at an annual or special meeting of shareholders;

(b) the entering into a voting trust, agreement, or arrangement (with or without granting a proxy) solely with shareholders who are Founders or one or more Permitted Entities of Founders, that (1) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary, (2) either has a term not exceeding one (1) year or is terminable by the Founders or one or more Permitted Entities of Founders at any time, and (3) does not involve any payment of cash, securities, property or other consideration to a Founder or any Permitted Entity of a Founder other than the mutual promise to vote shares in a designated manner;
Fourth IVA.1. (f)(ii).

(d) the entering by any of a Founder or one or more Permitted Entities of a Founder into a voting trust, agreement or arrangement (with or without granting a proxy) with any of the other Founder, one or more Permitted Entities of a Founder or a trustee that is entered into to provide for transfer of Voting Control contingent upon the death or Mental Disability of a Founder in accordance with Art. Fourth A.1.(f)(iii); provided that (i) the parties to such voting trust, agreement or arrangement shall agree that the provisions of Art. Fourth A.1.(f)(iii) apply in respect of such voting trust, agreement, or arrangement, and (ii) if a voting trust, (A) the transfer of shares of Class B Common Stock by a Transferring Founder or such Transferring Founder's Permitted Entities to the Transferee Founder in his capacity as trustee of such voting trust shall be deemed not to be a transfer of ownership for purposes of the second parenthetical of Art. Fourth A.1.(f)(iii), and (B) the transfer of shares of Class B Common Stock to the trustee of such voting trust in such trustee's capacity as trustee of the voting trust shall be deemed not to be a Transfer;

(e) the pledge of shares of Class B Common Stock by a Founder or a Permitted Entity of a Founder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as the Founder continues to exercise exclusive Voting Control over such pledged shares; provided, however, that a foreclosure on such shares of Class B Common Stock or other similar action by the pledgee shall constitute a "Transfer"; or

(f) the fact that the spouse of any Founder possesses or obtains a community property interest in such Founder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class B Common Stock.

"*Transferee Founder*" has the meaning ascribed to such term in Art. Fourth A.1. (f)(iii)

"*Transferring Founder*" has the meaning ascribed to such term in Art. Fourth A.1.(f)(ii).

"*Voluntary Conversion Date*" has the meaning ascribed to such term in Art. Fourth A.1. (f)(v)_____.

"*Voting Control*" with respect to a share of Class B Common Stock means the power (whether exclusive

or shared) to vote or direct the voting of such share of Class B Common Stock by proxy, voting agreement, or otherwise.

The foregoing Amended and Restated Certificate of Incorporation has been signed and executed on behalf of the Corporation, by the undersigned, as of 3/10/2023

DocuSigned by:

Robert Sladen

Name: Robert Sladen

Chairman of the Board
Zulu Pods, Inc.