

P21000037174

(Requestor's Name)

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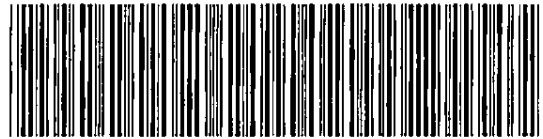
(Business Entity Name)

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Amended &
Restated
Articles

A. RAMSEY
FEB 21 2024

2024 FEB 16 PM 2:26

RECEIVED

2024 FEB 16 AM 8:22

FILED

*02250, 00524, 00671

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive Tallahassee, Florida 32312

(850) 656-4724

DATE 02/16/2024

****WALK IN****

ENTITY NAME SOCIAL SNOWBALL HOLDINGS, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Articles & Amendments

Certified Copy of Articles & Amendments Complete File (Including Annual Reports)

Certificate of Status

Certificate of Status Reflecting: _____

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$ 35

ACCOUNT # I20140000108
United Corporate
Services, Inc.

Keith Leppard

Please call Tina at the above number for any issues or concerns. Thank you so much!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 19, 2024

SUNSHINE STATE CORPORATE COMPLIANCE COMPANY

TALLAHASSEE, FL 32312

SUBJECT: SOCIAL SNOWBALL HOLDINGS, INC.
Ref. Number: P21000037174

CORRECTED
Please Allow For
Same File Date

We have received your document for SOCIAL SNOWBALL HOLDINGS, INC. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

Please give the date of adoption of the amended and restated articles by the shareholders.

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.

Annette Ramsey
OPS

Letter Number: 824A00003595

RECEIVED

2024 FEB 20 AM 11:03

TALLAHASSEE, FL 32312

FILED

2024 FEB 15 AM 8:22

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SOCIAL SNOWBALL HOLDINGS, INC.**
(Pursuant to Chapter 607 of the Business
Corporation Act of the State of Florida)

Social Snowball Holdings, Inc., a corporation organized and existing under and by virtue of the provisions of the Business Corporation Act of the State of Florida (the "Business Corporation Act").

DOES HEREBY CERTIFY:

That the name of this corporation is Social Snowball Holdings, Inc., and that this corporation was originally incorporated pursuant to the Business Corporation Act on April 19, 2021 under the name Social Snowball Holdings, Inc.

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, and that such stockholders duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation on or about February 14, 2024, 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 I

The name of this corporation is Social Snowball Holdings, Inc. (the "Corporation").

ARTICLE II

The principal place of business address is 1080 Brickell Avenue, PH 4402, Miami, Florida 33131. The address of the registered office of the Corporation in the State of Florida is 1080 Brickell Avenue, PH 4402, Miami, Florida 33131. The name of its registered agent at such address is Adam Ibrahim.

ARTICLE III

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 Business Corporation Act.

ARTICLE IV

A. Authorization of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock that the Corporation is authorized to issue is 1,427,051 shares. The total number of shares of Common Stock authorized to be issued is 1,358,565 shares. The total number of shares of

Preferred Stock authorized to be issued is 68,486 shares, all of which are hereby designated as "Series Seed Convertible Preferred Stock" (the "Series Seed Stock").

B. Rights, Preferences and Restrictions of the Series Seed Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Series Seed Stock are as set forth below in this Article IV(B).

1. Dividend Provisions. 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 (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Amended and Restated Certificate of Incorporation) the holders of the Series Seed Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series Seed Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series Seed Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series Seed Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series Seed Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series Seed Original Issue Price (as defined below). The "Series Seed Original Issue Price" shall mean \$6.2786 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series Seed Stock.

2. Liquidation Preference.

(a) In the event of any Liquidation Event (as defined below), before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders, an amount per share equal to the greater of (a) the Series Seed Original Issue Price for such share of Preferred Stock, plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they are entitled under this Section 2(a), the holders of shares of Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) After the payment of all preferential amounts required to be paid to the holders of shares of Series Seed Stock, the remaining assets available for distribution to the Corporation's

stockholders shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder.

(c) (i) For purposes of this Section 2, a "Liquidation Event" shall include (A) the closing of the sale, transfer, exclusive lease or exclusive license or other disposition (whether by sale of stock or sale of assets or otherwise) of all or substantially all of the Corporation's and its subsidiaries' assets on a consolidated basis in one or a series of related transactions, (B) the consummation of the merger or consolidation of the Corporation or its subsidiaries with or into another entity (except a merger, consolidation or reorganization involving the Corporation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation (excluding for this purpose any stockholder of the Corporation that (1) merges or otherwise combines with the Corporation in such combination transaction or (2) owns or controls, directly or indirectly, a majority of another corporation that merges or otherwise combines with the Corporation in such combination transaction) continue to hold at least 50% of the voting power of the capital stock of (x) the Corporation or (y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation or entity immediately following such merger or consolidation, the parent corporation or entity of such surviving or resulting corporation or entity), (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions to which the Corporation is a party, to a person or group of affiliated persons, of the Corporation's securities if, after such closing, such person or group of affiliated persons would hold a majority of the outstanding voting capital stock of the Corporation (or the surviving or acquiring entity) or (D) a voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is (x) to change the state of the Corporation's incorporation or (y) to create a holding company that will be owned in the identical manner (as to amount and relative rights and preferences of the securities held) by the persons who held the Corporation's securities immediately prior to such transaction. The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of a majority of the outstanding Series Seed Stock (the "Requisite Holders").

(ii) In any Liquidation Event, if the proceeds received by the Corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

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

(1) If traded on a securities exchange or through the NASDAQ National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined by the Board of Directors of the Corporation in good faith.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as determined by the Board of Directors of the Corporation in good faith.

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, upon approval by the stockholders of the definitive agreements governing a Liquidation Event, be superseded by any determination of such value set forth in the definitive agreements governing such Liquidation Event.

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

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

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

(iv) The Corporation shall give each holder of record of Series Seed Stock written notice of such impending Liquidation Event at least twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending Liquidation Event and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes of such impending Liquidation Event. The Liquidation Event shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided pursuant to this Section 2(c)(iv); provided, however, that subject to compliance with the Business Corporation Act such periods may be shortened or waived upon the written consent of the holders of a majority of the voting power of all then outstanding shares of Series Seed Stock.

(v) In the event of a Liquidation Event described above, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow, the definitive agreement for such transaction shall provide that the portion of such consideration that is placed in escrow shall be allocated among the holders of capital stock of the Corporation pro rata based on the amount of such consideration otherwise payable to each stockholder (such that each stockholder has placed in escrow the same percentage of the total consideration payable to such stockholder as every other stockholder).

3. Redemption.

(i) At any time on or after the fifth anniversary of the Series Seed Original Issue Date, the Requisite Holders may send a written notice requesting redemption of all shares of Series Seed Stock (the "**Redemption Request**"). Upon receipt of a Redemption Request, unless prohibited by Florida law governing distributions to stockholders, the Corporation shall apply all of its

assets to redeem, and to no other corporate purpose, all shares of Series Seed Stock at a price per share equal to the Series Seed Liquidation Amount (the "**Redemption Price**"). This redemption shall be effected in a single installment on a date that is not more than sixty (60) days after receipt by the Corporation of the Redemption Request. The date of payment provided in the Redemption Notice (as defined below) shall be referred to as the "**Redemption Date**." On the Redemption Date, the Corporation shall redeem all of the outstanding shares of Series Seed Stock. If, on the Redemption Date, Florida law governing distributions to stockholders prevents the Corporation from redeeming all shares of Series Seed Stock, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law.

(ii) Redemption Notice. The Corporation shall send written notice of the Redemption Request (the "**Redemption Notice**") to each holder of record of Series Seed Stock not less than forty (40) days prior to the Redemption Date. The Redemption Notice shall state:

(A) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(B) the Redemption Date and the Redemption Price;

(C) the date upon which the holder's right to convert such shares terminates.

(iii) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on the Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price.

4. Conversion. The holders of the Series Seed Stock shall have conversion rights as follows:

(a) Right to Convert. Each share of Series Seed Stock shall be convertible, at the option of the holder thereof at any time after the date of issuance of such share, in each case at the office of the Corporation or any transfer agent for the Series Seed Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series Seed Original Issue Price by the Series Seed Conversion Price. The initial "Series Seed Conversion Price" per share of Series Seed Stock shall be the Series Seed Original Issue Price; provided, however, that the Series Seed Conversion Price in effect from time to time for the Series Seed Stock shall be subject to adjustment as provided hereinafter. All Series Seed Dividends will be extinguished and no payment therefore will be due upon any conversion of Series Seed Stock.

(b) Automatic Conversion. Each share of Series Seed Stock shall automatically be converted into shares of Common Stock at the Series Seed Conversion Price at the time in effect upon the earlier of (i) the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended (the "Act"), the public offering price per share of which is not less than five times the Series Seed Original Issue Price (appropriately adjusted to reflect the occurrence of any stock split, dividend,

combination or similar event) and with aggregate net proceeds to the Corporation of at least three times the Series Seed Original Issue Price (a "Qualified Public Offering"); or (ii) the written consent or agreement of the Requisite Holders.

(c) Mechanics of Conversion. Before any holder of Series Seed Stock shall be entitled to voluntarily convert the same into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series Seed Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series Seed Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series Seed Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Act, the conversion may, at the option of any holder tendering Series Seed Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Series Seed Stock shall not be deemed to have converted such Series Seed Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with the automatic conversion provisions of Section 4(b)(ii) above, such automatic conversion shall be deemed to have been made on the conversion date described in the stockholder consent approving such conversion, and the persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date.

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

(i) (A) If the Corporation shall issue, on or after the date upon which the initial shares of Series Seed Stock are issued (the "Original Issue Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Series Seed Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series Seed Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying the Series Seed Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at the Series Seed Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding immediately prior to such issuance plus the number of shares of such Additional Stock. For purposes hereof, the term "Common Stock Outstanding" shall mean and include the following: (1) issued and outstanding Common Stock, (2) Common Stock issuable upon conversion of outstanding Preferred Stock, (3) Common Stock issuable upon exercise of outstanding stock options, (4) Common Stock issuable upon exercise (and, in the case of warrants to purchase Preferred Stock, conversion) of outstanding warrants, and (5) Common Stock reserved for issuance

pursuant to the Existing Plan (as defined below). Shares described in (1) through (5) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable.

(B) Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of the Series Seed Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Series Seed Conversion Price above the Series Seed Conversion Price in effect immediately prior to such adjustment, and no readjustment pursuant to subsections (E)(3) and (E)(4) below shall have the effect of increasing the Series Seed Conversion Price to an amount which exceeds the lower of (x) the Series Seed Conversion Price on the original adjustment date, and (y) the Series Seed Conversion Price that would have resulted from any issuance of Additional Stock between the original adjustment date and such readjustment date.

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

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as reasonably determined by the affirmative vote of both (i) the Board of directors, acting in good faith, and (ii) the Requisite Holders.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

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

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into

account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the Series Seed Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities; provided, that no adjustment of the Series Seed Conversion Price pursuant to this Section 4(d)(i)(E)(3) shall have the effect of increasing the Series Seed Conversion Price above the Series Seed Conversion Price in effect immediately prior to the adjustment made pursuant to Section 4(d)(i)(A) with respect to such options or convertible or exercisable securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Series Seed Conversion Price, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities, provided, that no adjustment of the Series Seed Conversion Price of the Series Seed Stock pursuant to this Section 4(d)(i)(E)(4) shall have the effect of increasing the Series Seed Conversion Price above the Series Seed Conversion Price in effect immediately prior to the adjustment made pursuant to Section 4(d)(i)(A) with respect to such options or convertible or exercisable securities.

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

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation on or after the Original Issue Date other than the following exempted securities (the "Exempted Securities"):

(A) Common Stock issued to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to the Corporation's 2023 Equity Incentive Plan, as the same may be amended or restated from time to time (the "Existing Plan");

(B) Common Stock issued in connection with a bona fide business acquisition of another corporation, business or entity by the Corporation (directly or through a subsidiary) approved by a majority of the Corporation's Board of Directors;

(C) Common Stock issued pursuant to the conversion of Series Seed Stock;

(D) Common Stock issued pursuant to any bona fide debt financing from a bank or similar institution approved by a majority of the Corporation's Board of Directors;

(E) Any dividend or distribution of shares made to the holders of the Series Seed Stock in accordance with the Certificate of Incorporation;

(F) Any Series Seed Stock issued pursuant to the Series Seed Convertible Preferred Stock Purchase Agreement dated on or about the Original Issue Date, as amended from time to time (the "Purchase Agreement"); or

(G) Any options, warrants or other similar convertible or derivative securities that are convertible into, or exercisable for, shares of Common Stock, that if issued would constitute Exempted Securities pursuant to subsections (A) through (F) hereof, and any subsequent issuance of Common Stock upon the exercise or conversion thereof.

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

(f) If the number of shares of Common Stock outstanding at any time after the Original Issue Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series Seed Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

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

(h) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2) provision shall be made so

that the holders of the Series Seed Stock shall thereafter be entitled to receive upon conversion of the Series Seed Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Series Seed Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Series Seed Conversion Price then in effect and the number of shares purchasable upon conversion of the Series Seed Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(i) No Impairment. The Corporation will not, without the appropriate vote of the stockholders under the Business Corporation Act, by amendment of the Certificate of Incorporation or the Bylaws of the Corporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under the Certificate of Incorporation by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of the Certificate of Incorporation and in the taking of all such action as may be necessary or appropriate in order to protect the rights, powers and privileges of the holders of the Series Seed Stock against impairment.

(j) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series Seed Stock and the aggregate number of shares of Common Stock to be issued to particular stockholders, shall be rounded down to the nearest whole share and the Corporation shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series Seed Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such conversion.

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

(k) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, the Corporation shall mail (via hardcopy, email or any other manner permitted under the Business Corporation Act) to the extent to each holder of Series Seed Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution (which requirement may be waived or modified by the holders of a majority of the Series Seed Stock then outstanding).

(l) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Seed Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Seed Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Seed Stock, in addition to such other remedies as shall be available to the holder of such Series Seed Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation.

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

(n) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Series Seed Conversion Price may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of a majority of the outstanding shares of the Series Seed Stock. Any such waiver shall bind all future holders of shares of Series Seed Stock.

5. Voting Rights.

(a) General Voting Rights. The holder of each share of Series Seed Stock shall have the right to one vote for each share of Common Stock into which such Series Seed Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series Seed Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). To the extent permitted by the Business Corporation Act, as the same may be supplemented, amended or replaced, action required or permitted to be taken by the stockholders of the Corporation at a stockholders' meeting may be taken without a meeting if the action is taken by the holders of a majority of all of the shares entitled to vote on the action, signed by the holders of a majority of the shares, and filed in the corporate minute book. Prompt notice of any action taken by less than unanimous written consent in lieu of a meeting shall be given to all stockholders entitled to vote on such action.

(b) Voting for the Election of Directors. The Board of Directors of the Corporation shall consist of one (1) director, unless approved by the holders of a majority of the outstanding Common Stock and Series Seed Stock, voting together as a single class, on an as-converted basis. The holders of a majority of the outstanding Common Stock and Series Seed Stock, voting together as a single class, on an as-converted basis, shall be entitled to elect or remove the directors of the Corporation.

(c) Vacancies. Any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of the Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

6. Protective Provisions. At any time when at least 17,121 shares of Series Seed Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series Seed Stock) are issued and outstanding, and except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law, and in addition to any other vote required by law or the Certificate of Incorporation, the Corporation shall not (either directly or indirectly by amendment, filing a certificate of designation, preferences or rights, merger, consolidation, reorganization, other transaction or series of transactions or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then-outstanding shares of Series Seed Stock, voting as separate class:

(a) authorize, create or issue, or obligate itself to issue, any class or series of shares of capital stock or any other equity security (including, without limitation, any other security convertible into or exercisable for any such equity security) having any rights, preferences or privileges senior to, the Series Seed Stock;

(b) issue any shares of Common Stock or options therefor in excess of the number of shares of Common Stock reserved as of the Original Issue Date for issuance under the Equity Plan, or increase the number of shares of Common Stock reserved for issuance under the Existing Plan;

(c) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of the Series Seed Stock;

(d) consummate a Liquidation Event in which the holders of the Series Seed Stock would not receive at least the full amount they are entitled to receive pursuant to Section 2(a);

(e) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Series Seed Stock as expressly authorized herein, and (ii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof;

(f) (i) reclassify, alter or amend any existing security of the Corporation that is *pari passu* with the Series Seed Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series Seed Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series Seed Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of

redemption, if such reclassification, alteration or amendment would render such other security senior to or *pari passu* with the Series Seed Stock in respect of any such right, preference or privilege;

(g) create, or authorize the creation of, or issue, or authorize the issuance of any debt security in an amount not to exceed, in the aggregate, \$1,000,000; and

(h) authorize or pay any annual compensation for an employee that exceeds \$500,000.

7. Status of Converted Stock. In the event any shares of Series Seed Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Certificate of Incorporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

8. Waiver. Any of the rights, powers, preferences and other terms of the Series Seed Stock set forth herein may be waived on behalf of all holders of Series Seed Stock by the affirmative written consent or vote of the holders of a majority of the shares of Series Seed Stock then outstanding.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors (subject to the protective provisions set forth in Article IV(B)(6)).

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

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. To the extent permitted by the Business Corporation Act, as the same may be supplemented, amended or replaced, action required or permitted to be taken by the stockholders of the Corporation at a stockholders' meeting may be taken without a meeting if the action is taken by the holders of a majority of all of the shares entitled to vote on the action, signed by the holders of a majority of the shares, and filed in the corporate minute book. Prompt notice of any action taken by less than unanimous written consent in lieu of a meeting shall be given to all stockholders entitled to vote on such action.

ARTICLE V

Except as otherwise provided in the Certificate of Incorporation, 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 VI

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VII

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

ARTICLE VIII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0834 of the Business Corporation Act, or (iv) for any transaction from which the director derived any improper personal benefit. If the Business Corporation Act or any other law of the State of Florida is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act as so amended.

Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE IX

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in the Certificate of Incorporation (subject to the protective provisions set forth in Article IV(B)(6)), if applicable, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers or agents of the Corporation (and any other persons to which the Business Corporation Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0832 of the Business Corporation Act, subject only to limits created by applicable Business Corporation Act (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article X shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

* * *

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Certificate of Incorporation has been executed by the President of the Corporation on this 16th day of February, 2024.

DocuSigned by:

Noah Tucker

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Name: Noah Tucker

Title: President