

P21 000043905

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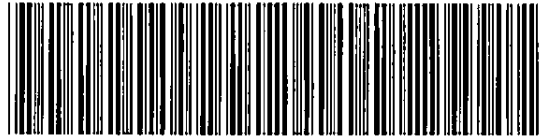
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Lavior Pharma Inc.

**DOCUMENT NUMBER:** P21000043905

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

James Dodrill  
Name of Contact Person  
Law Office of James G. Dodrill II, P.A.  
Firm/ Company  
5800 Hamilton Way  
Address  
Boca Raton, FL 33496  
City/State and Zip Code  
jim@jimdodrill.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James Dodrill at (561) 862-0529  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|---|--|---|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

***AMENDED AND RESTATED  
ARTICLES OF INCORPORATION***

***OF***

***LAVIOR PHARMA INC.***

The undersigned hereby adopts the following AMENDED AND RESTATED ARTICLES OF INCORPORATION pursuant to the provisions of section 607.1003 of the Florida Business Corporation Act and does hereby certify as follows:

**FIRST:** That the Board of Directors of the Corporation on April 9, 2024 unanimously approved that the Articles of Incorporation of the Corporation be amended and restated in its entirety, as follows:

**ARTICLE 1. Name**

The name of this Corporation is:

***LAVIOR PHARMA INC.***

**ARTICLE 2. Purpose**

The purpose for which this Corporation is formed is to conduct any lawful business allowable by the Laws of the State of Florida.

**ARTICLE 3. Registered Office; Registered Agent**

The street address of the Corporation's registered office and the registered agent for the Corporation at that address are:

Anabelle Savion  
20177 NE 16<sup>th</sup> PL  
Miami, FL 33179

**ARTICLE 4. Principal Office**

The business address of the Corporation's principal office is:

20177 NE 16<sup>th</sup> Pl.  
Miami, FL 33179

The Corporation shall, however, have the right and power to transact business and to establish offices and agencies at such other places, both within and without the State of Florida, including transacting business and establishing offices and agencies in foreign countries as its Directors may authorize.

#### **ARTICLE 5. Duration**

The Corporation shall exist perpetually until dissolved according to law.

#### **ARTICLE 6. Directors**

6.1 Number: The number of Directors of the Corporation shall be subject to the Corporation's bylaws (the "Bylaws").

6.2 Term: Each Director shall hold office until his or her successor shall be elected and shall qualify, or until he or she shall resign or be removed as set forth below.

6.3 Powers of Directors: Subject to the limitations contained in the Articles of Incorporation and the Corporation law for the State of Florida concerning corporate action that must be authorized or approved by the shareholders of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Corporation shall be controlled by the board.

6.4 Removal of Directors: Any Directors, any class of Directors or the entire Board of Directors may be removed from office by stockholder vote at any time, without assigning any cause, but only if the holders of outstanding shares of capital stock holding a majority of the voting power represented by all outstanding shares of capital stock of the Corporation shall vote in favor of such removal.

6.5 Directors: As of the date of these Amended and Restated Articles of Incorporation, the Directors of the Corporation are Anabelle Savion, Gilad Savion, Paul Hinds, Bill Jorritsma, and Peter Hurwitz.

## ARTICLE 7. Capitalization

7.1 Authorized Shares: The total number of shares of capital stock that the Corporation has the authority to issue is seventeen million five hundred thousand (17,500,000). The total number of shares of common stock that the Corporation is authorized to issue is Thirteen Million (13,000,000) and the par value of each share of such common stock is one-one hundredth of one cent (\$.0001). Nine Million (9,000,000) of the shares of common stock shall be classified as "Series A Common Stock" and Four Million (4,000,000) of the shares of common stock shall be classified as "Series B Common Stock." The total number of shares of preferred stock that the Corporation is authorized to issue is Four Million Five Hundred Thousand (4,500,000) and the par value of each share of such preferred stock is one-one hundredth of one cent (\$.0001). Two Million Five Hundred Thousand (2,500,000) of which shall be classified as "Series A Preferred Stock" and Two Million (2,000,000) of which shall be referred to herein as "Unclassified Preferred Stock." All series of each class of stock shall have the rights set forth in these Articles.

### 7.2 PROVISIONS RELATING TO THE COMMON STOCK

A. Voting Rights. At every meeting of the shareholders of the Corporation (or with respect to any action by written consent in lieu of a meeting of shareholders), each share of Series A Common Stock shall be entitled to one hundred (100) votes (whether voted in person by the holder thereof or by proxy or pursuant to a shareholders' consent), each share of Series B Common Stock shall be entitled to one (1) vote (whether voted in person by the holder thereof or by proxy or pursuant to a shareholders' consent). Except as otherwise required by law or by this Agreement, Series A Common Stock and Series B Common Stock shall vote together as a single class on all matters on which common shareholders are entitled to vote, including the election of directors.

B. Dividends. Subject to the rights of the holders of any series of Preferred Stock, the holders of the Common Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends and other distributions payable in cash, property, stock (including shares of any class or series of the Corporation, whether or not shares of such class or series are already outstanding) or otherwise.

C. Liquidation, Dissolution or Winding-Up. Upon liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, and after the

holders of the Preferred Stock shall have been paid in full the amounts to which they shall be entitled, if any, or a sum sufficient for such payment in full have been set aside, the remaining net assets of the Corporation, if any, shall be divided among and paid ratably to the holders of Common Stock. The Board of Directors may distribute in kind to the holders of the shares of Common Stock such remaining assets of this Corporation or may sell, transfer or otherwise dispose of all or any part of such remaining assets to any other Corporation, trust or entity and receive payment in cash, stock or obligations of such other Corporation, trust or entity or any combination of such cash, stock, or obligations, and may sell all or any part of the consideration so received, and may distribute the consideration so received or any balance or proceeds of it to holders of the shares of common stock. The voluntary sale, conveyance, lease, exchange or transfer of all or substantially all the property or assets of this Corporation (unless in connection with that event the dissolution, liquidation or winding up of this Corporation is specifically approved), or the merger or consolidation of this Corporation into or with any other Corporation, or the merger of any other Corporation into it, or any purchase or redemption of shares of stock of this Corporation of any class, shall not be deemed to be a dissolution, liquidation or winding up of this Corporation for the purpose of this paragraph.

D. Stock Splits and Other Transactions. None of the issued and outstanding shares of any series of common stock shall be split, combined or subdivided unless at the same time there shall be a proportionate split, combination or subdivision of the issued and outstanding shares of each other class or series and of any shares which at that time could be issued pursuant to then outstanding convertible securities, or which underlie options or warrants to acquire shares of any other class or series.

E. Automatic Conversion of Series A Common Stock. Each outstanding share of Series A Common Stock shall automatically be converted into a share of Series B Common Stock upon the sale or transfer of such share of Series A Common Stock through any means other than by will, intestacy or to a trust or family limited partnership established solely for the benefit of the original shareholder of such Series A Common Stock or such individual's spouse, children or siblings. Following any such automatic conversion, the Series A Common Stock so converted shall cease to be outstanding notwithstanding the fact that the holder or holders thereof may not have surrendered the certificate or certificates representing such Series A Common Stock for conversion, and such certificate or certificates shall thereafter represent solely the right to receive a certificate or certificates for shares of Series B Common Stock issuable on conversion of the shares of Series A Common Stock so converted,

upon surrender of such certificate or certificates to the Company, of the certificate or certificates of Series A Common Stock so converted. Upon each conversion of Series A Common Stock and without the need for additional action, the number of authorized shares of Series A Common Stock shall be reduced by the amount of shares of Series A Common Stock converted and the number of authorized shares of Series B Common Stock shall be increased by an identical amount such that the aggregate number of authorized shares of Series A Common Stock and Series B Common Stock shall remain at Thirteen Million (13,000,000). At such time as all shares of Series A Common Stock have been converted, and without the need for any additional action, the shares of Series B Common Stock shall be renamed "Common Stock" and all such shares shall have identical rights.

F. Drag Along Rights.

- i. Collectively, for all purposes in this Section F and Section G below, all outstanding shares of Common Stock (of all classes) and Preferred Stock are referred to as the "Shares".
- ii. For all purposes in this Section F, the term "Permitted Transferees" shall mean: (x) such stockholder's Spouse, domestic partner (as such is defined by the regulations of the U.S. Office of Personnel Management), parent, siblings, descendants (including adoptive relationships and stepchildren) and the Spouses of each such natural person (collectively, "Family Members"); (ii) a trust under which the distribution of Shares may be made only to such stockholder or any Family Member of such stockholder; (iii) a charitable remainder trust, the income from which will be paid to such stockholder during his life; or (iv) by will or by the laws of intestate succession, to such stockholder's executors, administrators, testamentary trustees, legatees, or beneficiaries; or (Y) the Company.
- iii. Drag Along Rights. In the event that either (a) Anabelle Savion and Gilad Savion, regardless of the amount of Shares held or (b) Stockholders holding 51% or greater of the outstanding Company's Shares (the "**Dragging Shareholders**") propose to transfer (other than a pledge of Company Shares in connection with a financing) all the Company Shares beneficially owned (as defined below) by them on the date of such transfer to a person other than a Permitted Transferee, or the Dragging Shareholders propose to sell or otherwise transfer all or

substantially all of the Company's assets (an "Asset Sale"), in either case whether by way of a merger, consolidation, sale or exchange of securities or otherwise and the proposed transfer is at arm's length and its terms are commercially reasonable, the Dragging Shareholders shall have the right (the "**Drag Along Right**") to require all other Stockholders (the "**Dragged Shareholders**") to transfer all Company Shares beneficially owned by them to such proposed transferee upon the same terms and conditions offered to the Dragging Shareholders (the "**Drag Along Sale**"), or to vote such Shareholder's Company Shares to approve the Asset Sale. A person "**beneficially owns**" a security if he or she has or shares direct or indirect voting power or investment power with respect to the security.

- iv. Notice. Before the Dragging Shareholders may exercise their Drag Along Right, the Dragging Shareholders must give to the Dragged Shareholders a written notice (the "**Drag Along Notice**") stating (i) the Dragging Shareholders' bona fide intention to transfer all of their Company Shares and the name and address of the proposed transferee; and (ii) the bona fide cash price or, in reasonable detail, noncash consideration, per share for which the Dragging Shareholders propose to transfer such Company Shares.
- v. Procedures. The Dragged Shareholders shall take all actions reasonably requested by the Dragging Shareholders in connection with the consummation of such sale, and within fifteen (15) business days of the receipt of such Drag Along Notice (or such longer period of time as the Dragging Shareholders shall designate in such notice), shall cause all of their respective Company Shares to be sold to the designated purchaser on the same terms and conditions and for the same type and amount of consideration as the Company Shares being sold by the Dragging Shareholder. In furtherance of the foregoing, in connection with a Drag Along Sale, the Dragged Shareholders shall (i) raise no objections against the Drag Along Sale or the process pursuant to which it was arranged, except where any Dragged Shareholder has a reasonable suspicion of fraud, dishonesty or misconduct in connection therewith and (ii) execute all documents containing such terms and conditions as those executed by the Dragging Shareholders



- as reasonably directed by the Dragging Shareholders, to the extent permitted by law
- vi. Closing of the Drag Along Sale. The closing of the Drag Along Sale shall be held at such time and place as the Dragging Shareholders shall specify and at least five days' notice of the time and place of the closing shall be given to the Dragged Shareholders. At such closing, each Dragged Shareholders shall deliver certificates representing the Company Securities to be transferred. Such Company Securities shall be free and clear of any liens, claims or encumbrances (other than restrictions imposed pursuant to applicable federal and state securities laws or by the buyer thereof) and the Dragged Shareholders shall so represent and warrant.

G. Tag Along Rights.

(a) At least twenty (20) days prior to the closing of any transfer of five percent (5%) or more of the then currently outstanding Shares by any Stockholder or Stockholders to any person or entity other than a Permitted Transferee, such Stockholder (the "**Seller**") shall promptly give written notice of such Transfer (a "**Co-Sale Notice**") to the other Stockholders (for purposes of this Section, each a "**Co-Seller**") and the Company. The Co-Sale Notice shall state that five percent (5%) or more of the then currently outstanding Shares is proposed to be transferred in a transaction to other than a Permitted Transferee and shall describe in reasonable detail the material terms of the proposed transfer, including, without limitation, the number and type of Shares to be Transferred, the nature of such transfer, the transfer price and consideration to be paid, and the name and address of each proposed transferee.

(b) Each Co-Seller shall have the right, in accordance with the terms and conditions set forth below and exercisable upon written notice to the Seller within ten (10) days after delivery of the Co-Sale Notice, to participate in such Transfer on the same terms and conditions specified in the Co-Sale Notice. To the extent that one or more of the Co-Sellers exercise (or have exercised on their behalf) such right of participation, the number of Shares that Seller may Transfer in the transaction shall be correspondingly reduced.

(c) Each Co-Seller who elects to participate pursuant to this Section G, may sell to the proposed transferee all or any part of that number

of Shares equal to the product obtained by multiplying (i) the aggregate number of Shares to be sold by Seller by (ii) a fraction, the numerator of which is the aggregate number of outstanding Shares owned by such Co-Seller at the time of the Transfer and the denominator of which is the total number of then currently outstanding Shares as of the date of the Co-Sale Notice.

(d) Each Co-Seller who elects pursuant to this Section G to participate in the sale of Shares subject to the Co-Sale Notice (a "Participant") shall effect its participation in the sale by delivering for Transfer to the proposed transferee one or more certificates, properly endorsed for Transfer, which represent the type and number of Shares which such Participant elects and is permitted to sell.

(d) The Share certificate or certificates that the Participant delivers pursuant to this Section G above shall be Transferred to the proposed transferee in consummation of the sale of the Shares pursuant to the terms and conditions specified in the Co-Sale Notice, and the proposed transferee shall concurrently therewith remit to such Participant that portion of the sale proceeds to which such Participant is entitled by reason of such Participant's participation in such sale. Each Participant and the Seller shall share, on a pro rata basis (based on the proceeds received), the reasonable legal, investment banking and other out-of-pocket expenses incurred by the Seller in connection with the Transfer. To the extent that any proposed transferee prohibits such assignment or otherwise refuses to purchase Shares from a Participant exercising rights of co-sale hereunder, Seller shall not sell to such prospective transferee any Shares unless and until, simultaneously with such sale, Seller shall purchase such Shares from such Participant.

(f) The exercise or non-exercise of the rights of the Participants hereunder to participate in one or more sales of Shares by Seller shall not adversely affect their rights to participate in subsequent sales of Shares subject to this Section G.

(g) After complying with the notice provisions described above in this Section G and subject to the other terms and conditions of this Section G above, if no election is made by or on behalf of any of the Co-Sellers to participate in the sale of Shares subject to the Co-Sale Notice, Seller may, not later than ninety (90) days following delivery to the Company and each of the Co-Sellers of the Co-Sale Notice, complete the Transfer of Shares

contemplated by the Co-Sale Notice at the same or a lower price as that specified in the Co-Sale Notice and on other terms and conditions not materially more favorable to the Seller than those described in the Co-Sale Notice. Any proposed Transfer on terms and conditions materially more favorable than those described in the Co-Sale Notice, as well as any subsequent proposed Transfer of any of the Shares by Seller, shall again be subject to the co-sale rights of the Co-Sellers and shall require compliance by Seller with the procedures described in this Section G.

### 7.3 PROVISIONS RELATING TO THE SERIES A PREFERRED STOCK:

A. Stated Value and Dividends. With the exception of the rights set forth in this paragraph, the Series A Preferred Stock shall in all instances be treated exactly as common stock and shall vote together with the common stock as one class and have all rights associated with the common stock. Each share of Series A Preferred shall have a par value of \$0.0001 per share and a stated value equal to the purchase price paid to the Corporation by the original holder of such Series A Preferred for such shares (the "Stated Value"). The holders of the Series A Preferred shall be entitled to receive dividends at the rate of Four Percent (4%) per annum. All such dividends shall be fully cumulative, and shall be prior and in preference to any declaration or payment of any dividend (payable in consideration other than issuance of Common Stock) or other distribution on any other class or series of Preferred Stock or Common Stock of the Corporation. The foregoing dividends on the Series A Preferred shall accrue from the date of issuance of each share, shall be payable in cash, but shall be payable only out of funds legally available therefor. Notwithstanding the foregoing, in the event that the Corporation does not have cash legally available for payment of the dividend set forth in this paragraph, the Corporation, at its sole discretion, may elect to either: (a) accrue the dividend until such time as cash is legally available for payment of the dividend, or (b) pay such dividend by issuance of Series B Common Stock at a stated value of One Dollar (\$1.00) per share. The amount of dividends payable for any period that is shorter or longer than a full annual dividend period shall be computed on the basis of a 365-day year. The dividends on the Series A Preferred shall be payable on the first day of each quarter one year after such shares were issued.

B. Liquidation Rights and Preference. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, distributions shall be made to the holders of the Series A Preferred, other Preferred

Stock and Common Stock in respect of such shares in the following order of priority and manner:

- i. Holders of Series A Preferred. First, to the holders of the Series A Preferred who shall be entitled to be paid, on a pro rata basis, out of the assets of the Corporation available for distribution to holders of its capital stock an amount per share equal to (i) the Stated Value of the Series A Preferred, plus (ii) all accrued but unpaid dividends thereon, if any. If, upon the occurrence of a liquidation, dissolution or winding up, the assets and funds available for distribution among the holders of the Series A Preferred shall be insufficient to permit the payment to such holders of their full liquidation preference payments, then the entire assets and funds of the Corporation legally available for distribution to the holders of capital stock shall be distributed ratably among the holders of the Series A Preferred in the manner described above.
- ii. Holders of Common Stock. If assets remain after payment of the full preferential amounts with respect to the Series A Preferred, then the holders of Common Stock shall be entitled to share ratably in all such remaining assets and surplus funds based on the number of shares of Common Stock held by each such holder.
- iii. Consolidation or Merger not a Liquidation. For purposes of this paragraph B, (i) a consolidation or merger of the Corporation with or into any other corporation, or (ii) any other reorganization of the Corporation (other than a sale or other transfer in a single transaction or a series of related transactions of all or substantially all of the assets of the Corporation) shall not be treated as a liquidation, dissolution and winding up of the Corporation.
- iv. Distribution of Property. If the Corporation proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Corporation, the value of the assets to be distributed to the holders of shares of Preferred Stock shall be determined for non-securities by an appraisal conducted by an independent third party, and for securities, as set forth below. Any securities not subject to an investment letter or similar restrictions on free marketability shall be valued as follows:
  - i. If traded on a national securities exchange or the NASDAQ National Market System ("NASDAQ/NMS"), the value shall be deemed to be the average of the security's closing

prices on such exchange or NASDAQ/NMS over the thirty (30) calendar day period ending three (3) days prior to the distribution:

- ii. If actively traded over-the-counter (other than NASDAQ/NMS), the value shall be deemed to be the average of the closing bid prices over the thirty (30) calendar day period ending three (3) days prior to the distribution; and
- iii. If there is no active public market, the value shall be the fair market value thereof as determined by an appraisal of the securities by an independent third-party.

The method restrictions of valuation of securities subject to investment letter or other on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined an appraisal of the securities by an independent third-party.

**C. Conversion.** The holders of shares of Series A Preferred Stock shall have conversion rights and restrictions as follows (collectively, the "Conversion Rights"):

- a. **Optional Conversion.** Any holder of Series A Preferred Stock may elect, at any time, to convert into Series B Common Stock of the Company on the terms set forth herein.
- b. **Mandatory Conversion.** Subject to adjustment as described herein, each share of Series A Preferred Stock shall be automatically converted into one (1) share of Series B Common Stock of the Company (the "Conversion Rate") upon (i) the consummation by the Company of an underwritten public offering of any class of the Company's common stock or (ii) the sale by Anabelle Savion and Gilad Savion of more than 50% of the Company's shares held by such individuals.
- c. **Adjustments to Conversion Rate or Class of Securities.** There shall be a proportional adjustment of the Conversion Rate as a result of stock splits, reverse stock splits, stock dividends,

recapitalizations and similar transactions, but not for matters such as additional stock issuances. In the event that the Series B Common Stock is converted or exchanged into another class of securities (the "New Class"), the Series A Preferred Stock shall be convertible into the New Class on terms as if the Series A Preferred Stock had converted into Series B Common Stock as set forth herein immediately prior to such conversion of Class A Common Stock into the New Class.

- d. **Adjustment to Conversion Rights.** Upon the consent of the holders of 75% of the outstanding shares of Series A Preferred Stock, any or all of the Conversion Rights set forth herein may be amended, changed, revised or eliminated.
- e. **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 A Preferred Stock such number of its shares of common stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of common stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of common stock to such number of shares as shall be sufficient for such purpose.
- f. **Notices.** Any notices required by the provisions of this Certificate of Designations to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at its address appearing on the books of the Corporation.

D. **Voting Rights.** In addition such rights as are expressly provided or required by law, the Series A Preferred Stock shall vote to as a class with the Common Stock. The holders of Series A Preferred Stock will have such number of voting rights per share as if each holder had converted its shares into Common Stock

at the Conversion Rate in effect on the record date for the shareholder meeting or consent action.

E. Status of Converted Stock. In the event shares of Series A Preferred Stock shall be converted pursuant to the terms hereof, such shares shall be cancelled and returned to the status of authorized but unissued shares of preferred stock.

F. Redemption. The Series A Preferred Stock shall not be redeemable.

7.4 Rights for Unclassified Preferred Stock: The Board of Directors is expressly authorized to adopt, from time to time, a resolution or resolutions providing for the issue of preferred stock in one or more series, to fix the number of shares in each such series and to fix the designations and the powers, preferences and relative, participating, optional and other special rights and the qualifications, limitations and restrictions of such shares, of each such series. The authority of the Board of Directors with respect to each such series shall include a determination of the following, which may vary as between the different series of preferred stock:

(a) The number of shares constituting the series and the distinctive designation of the series;

(b) The dividend rate on the shares of the series, the conditions and dates upon which dividends on such shares shall be payable, the extent, if any, to which dividends on such shares shall be cumulative, and the relative rights of preference, if any, of payment of dividends on such shares;

(c) Whether or not the shares of the series are redeemable and, if redeemable, the time or times during which they shall be redeemable and the amount per share payable on redemption of such shares, which amount may, but need not, vary according to the time and circumstances of such redemption;

(d) The amount payable in respect of the shares of the series, in the event of any liquidation, dissolution or winding up of this Corporation, which amount may, but need not, vary according to the time or circumstances of such action, and the relative rights of preference, if any, of payment of such amount;

(e) Any requirement as to a sinking fund for the shares of the series, or any requirement as to the redemption, purchase or other retirement by this Corporation of the shares of the series;

(f) The right, if any, to exchange or convert shares of the series into other securities or property, and the rate or basis, time, manner and condition of exchange or conversion;

(g) The voting rights, if any, to which the holders of shares of the series shall be entitled in addition to the voting rights provided by law; and

(h) Any other terms, conditions or provisions with respect to the series not inconsistent with the provisions of this ARTICLE or any resolution adopted by the Board of Directors pursuant to this ARTICLE. The number of authorized shares of preferred stock may be increased or decreased by the affirmative vote of the holders of 75% or greater of the voting power of the issued and outstanding stock of this Corporation entitled to vote at a meeting of shareholders. No holder of shares of preferred stock of this Corporation shall, by reason of such holding have any preemptive right to subscribe to any additional issue of any stock of any class or series nor to any security convertible into such stock.

7.5 Additional Rights, Preferences and Restrictions for Unclassified Preferred Stock: Subject to compliance with the applicable voting rights that have been or may be granted to any series of preferred stock by the Corporation's Directors (the "Protective Provisions"), but notwithstanding any other rights of such preferred stock, the rights, privileges, preferences and restrictions on any such additional series may be subordinated to, *pari passu* with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption and/or approval of matter by vote or written consent), or senior to any of those of any then present or future class or series of preferred stock or common stock. Subject to compliance with applicable Protective Provisions, the Board of Directors is also authorized to increase or decrease the number of shares in any series prior to or subsequent to the issue of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.



### **ARTICLE 3. Shareholders**

8.1 Amendment of Bylaws: The Board of Directors has the power to make, repeal, amend and alter the bylaws of the Corporation, to the extent provided in the bylaws. However, the paramount power to repeal, amend and alter the bylaws, or to adopt new bylaws, is vested in the shareholders. This power may be exercised by a vote of holders of 51% or greater of voting power represented by the outstanding shares of capital stock. Moreover, the Directors have no power to suspend, repeal, amend or otherwise alter any bylaw or portion of any bylaw so enacted by the shareholders, unless the shareholders, in enacting any bylaw or portion of any bylaw, otherwise provide.

8.2 Personal Liability of Shareholders: The private property of the shareholders of this Corporation is not subject to the payment of corporate debts, except to the extent of any unpaid balance of subscription for shares.

8.3 Denial of Preemptive Rights: No holder of any shares of the Corporation of any class now or in the future authorized shall have any preemptive right as such holder (other than such right, if any, as the Board of Directors in its discretion may determine) to purchase or subscribe for any additional issues of shares of the Corporation of any class now or in the future authorized, nor any shares of the Corporation purchased and held as treasury shares, or any part paid receipts or allotment certificates in respect of any such shares, or any securities convertible into or exchangeable for any such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire any such shares, whether such shares, receipts, certificates, securities, warrants or other instruments be unissued, or issued and subsequently acquired by the Corporation; and any such shares, receipts, certificates, securities, warrants or other instruments, in the discretion of the Board of Directors, may be offered from time to time to any holder or holders of shares of any class or classes to the exclusion of all other holders of shares of the same or any other class at the time outstanding.

8.4 Voting Rights: Except as otherwise expressly provided by the law of the State of Florida or this certificate of incorporation, the holders of the common stock shall possess exclusive voting power for the election of Directors and for all other purposes. Every holder of record of common stock entitled to vote shall be entitled to one vote for each share held.

8.5 Actions By Written Consent: Whenever the vote of shareholders at a meeting of shareholders is required or permitted to be taken for or in connection with

any corporate action by any provision of the Corporation law of the State of Florida, or of this certificate of incorporation or of the bylaws authorized or permitted by that law, the meeting and vote of shareholders may be dispensed with if the proposed corporate action is taken with the written consent of the holders of stock having such number of votes which would be required to approve such matter in connection with that action if a meeting were held; provided that in no case shall the written consent be by the holders of stock having less than the minimum percentage of the vote required by statute for that action, and provided that prompt notice is given to all shareholders of the taking of corporate action without a meeting and by less than unanimous written consent.

### **ARTICLE 9. Amendments**

The Corporation shall be deemed, for all purposes, to have reserved the right to amend, alter, change or repeal any provision contained in its articles of incorporation, as amended, to the extent and in the manner now or in the future permitted or prescribed by statute, and all rights conferred in these Articles upon shareholders are granted subject to that reservation.

### **ARTICLE 10. Regulation of Business and Affairs of Corporation**

#### **10.1 Powers of Board of Directors**

(a) In furtherance and not in limitation of the powers conferred upon the Board of Directors by statute, the Board of Directors is expressly authorized, without any vote or other action by shareholders other than such as at the time shall be expressly required by statute or by the provisions of these Articles of incorporation, as amended, or of the bylaw, to exercise all of the powers, rights and privileges of the Corporation (whether expressed or implied in these Articles or conferred by statute) and to do all acts and things which may be done by the Corporation, including, without limiting the generality of the above, the right to:

(i) Pursuant to a provision of the bylaw, by resolution adopted by a majority of the actual number of Directors elected and qualified, to designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in that resolution or in the bylaw, shall have and exercise all the authority of the Board of Directors except as otherwise provided by law:

(ii) To make, alter, amend or repeal a bylaw for the Corporation:

(iii) To authorize the issuance from time to time of all or any shares of the Corporation, now or in the future authorized, part paid receipts or allotment certificates in respect of any such shares, and any securities convertible into or exchangeable for any such shares (regardless of whether those shares, receipts, certificates or securities be unissued or issued and subsequently acquired by the Corporation), in each case to such Corporations, associations, partnerships, firms, individuals or others (without offering those shares or any part of them to the holders of any shares of the Corporation of any class now or in the future authorized), and for such consideration (regardless of whether more or less than the par value of the shares), and on such terms as the Board of Directors from time to time in its discretion lawfully may determine;

(iv) From time to time to create and issue rights or options to subscribe for, purchase or otherwise acquire any shares of stock of the Corporation of any class now or in the future authorized or any bonds or other obligations or securities of the Corporation (without offering the same or any part of them to the holders of any shares of the Corporation of any class now or in the future authorized);

(v) In furtherance and not in limitation of the provisions of the above subdivisions (iii) and (iv), from time to time to establish and amend plans for the distribution among or sale to any one or more of the officers or employees of the Corporation, or any subsidiary of the Corporation, of any shares of stock or other securities of the Corporation of any class, or for the grant to any of such officers or employees of rights or options to subscribe for, purchase or otherwise acquire any such shares or other securities, without in any case offering those shares or any part of them to the holders of any shares of the Corporation of any class now or in the future authorized; such distribution, sale or grant may be in addition to or partly in lieu of the compensation of any such officer or employee and may be made in consideration for or in recognition of services rendered by the officer or employee, or to provide him/her with an incentive to serve or to agree to serve the Corporation or any subsidiary of the Corporation, or otherwise as the Board of Directors may determine: and

(vi) To sell, lease, exchange, mortgage, pledge, or otherwise dispose of or encumber all or any part of the assets of the Corporation unless and except to the extent otherwise expressly required by statute.

(b) The Board of Directors, in its discretion, may from time to time:

(i) Declare and pay dividends upon the authorized shares of stock of the Corporation out of any assets of the Corporation available for dividends, but dividends may be declared and paid upon shares issued as partly paid only upon the basis of the percentage of the consideration actually paid on those shares at the time of the declaration and payment;

(ii) Use and apply any of its assets available for dividends, subject to the provisions of these Articles, in purchasing or acquiring any of the shares of stock of the Corporation; and

(iii) Set apart out of its assets available for dividends such sum or sums as the Board of Directors may deem proper, as a reserve or reserves to meet contingencies, or for equalizing dividends, or for maintaining or increasing the property or business of the Corporation, or for any other purpose it may deem conducive to the best interests of the Corporation. The Board of Directors in its discretion at any time may increase, diminish or abolish any such reserve in the manner in which it was created.

10.2 Approval of Interested Director or Officer Transactions: No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his/her or their votes are counted for such purpose, if:

1. The material facts as to his/her interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the board or committee in good faith authorizes the contract or transaction by a vote sufficient for such purpose without counting the vote of the interested Director or Directors; or

2. The material facts as to his/her interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or

3. The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the shareholders.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract or transaction.

### 10.3 Indemnification:

(a) The Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fee), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she 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 his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, 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 which he/she 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 reasonable cause to believe that his/her conduct was unlawful.

(b) The Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he/she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Corporation unless and only to

the extent that the court in which such action or suit was brought 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 indemnity for such expenses which such other court shall deem proper.

(c) To the extent that any person referred to in paragraphs (a) and (b) of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the shareholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Corporation as provided in this Article.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, bylaw, agreement, vote of shareholders or disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the

Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under the provisions of this Article 11.

(h) For the purposes of this Article, references to "the Corporation" include all constituent Corporations absorbed in a consolidation or merger as well as the resulting or surviving Corporation so that any person who is or was a Director, officer, employee or agent of such a constituent Corporation or is or was serving at the request of such constituent Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving Corporation as he/she would if he/she had served the resulting or surviving Corporation in the same capacity.

#### **ARTICLE 11. Officers**

The name and street address of the officers of the Corporation are:

Gilad Savion, Chief Executive Officer and President  
20177 NE 16th Place  
Miami, FL 33179

Anabelle Savion, Chief Operating Officer  
20177 NE 16th Place  
Miami, FL 33179

#### **Article 12. Affiliated Transactions**

This Corporation expressly elects not to be governed by the provisions of Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.

#### **Article 13. Control Share Acquisitions**

This Corporation expressly elects not to be governed by the provisions of Section 607.0902 of the Florida Business Corporation Act, as amended from time

to time, relating to control share acquisitions.

SECOND: The date of adoption of these Amended and Restated Articles of Incorporation was April 9, 2024.

THIRD: On April 9, 2024 these Amended and Restated Articles of Incorporation were authorized by the vote of the Board of Directors followed on April 9, 2024 by the consent of a majority of the outstanding shares entitled to vote thereon. The number of votes cast by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned Director hereby executes these Amended and Restated Articles of Incorporation this 10<sup>th</sup> day of April 2024.

  
Gilad Saxion

**LAVIOR PHARMA, INC**  
**FL-P21000043905**

APR 10 2024 16:31  
CLERK OF STATE  
TALLAHASSEE, FL



**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is:

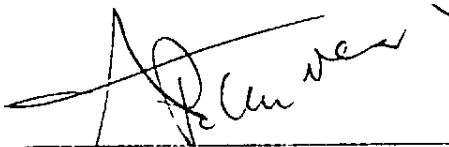
LAVIOR PHARMA INC.

2. The name and address of the registered agent and office is:

Anabelle Savion  
20177 NE 16th Place  
Miami, FL 33179

APR 16 AM 5:31  
CLERK OF STATE  
TALLAHASSEE, FL

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
\_\_\_\_\_  
Anabelle Savion  
Registered Agent  
Date: April 10, 2024

**LAVIOR PHARMA, INC**  
**FL-P21000043905**