

P21000064605

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H21000352890 3)))



H210003528903ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

2021 SEP 21 PM 12:46

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : FILINGS, INC.
Account Number : 072720000101
Phone : (954)791-2100
Fax Number : (954)583-4117

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2021 SEP 21 AM 10:17

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
QST, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$35.00

SEP 22 2021

A. LUNT

H21000352890

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
2021 SEP 21 AM 10:17

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
QST, Inc.**

a Florida corporation
P21000064605

The undersigned hereby adopts the following AMENDED AND RESTATED ARTICLES OF INCORPORATION pursuant to the provisions of section 607.1007 of the Florida Business Corporation Act ("FBCA") and does hereby certify as follows:

FIRST: That the Board of Directors of the Corporation by unanimous written consent duly adopted resolutions on September 20, 2021 proposing and declaring advisable 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: QST, 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 initial registered office and the registered agent for the Corporation at that address are:

MR. WILLIAM WEKSEL
1200 N. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Article 4. Principal Office

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

1200 N. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Article 5. Duration

The Corporation shall exist perpetually until dissolved according to law.

Article 6. Capitalization

6.1 Authorized Shares: The total number of shares of capital stock that the Corporation has the authority to issue is six million (6,000,000). The total number of shares of common stock that the Corporation is

H21000352890

H2T000352890

authorized to issue is five million (5,000,000) and the par value of each share of such common stock is one-one hundredth of one cent (\$.0001) ("Common Stock"). The total number of shares of preferred stock that the Corporation is authorized to issue is one million (1,000,000) and the par value of each share of such preferred stock is one-one hundredth of one cent (\$.0001) ("Preferred Stock"). Six hundred thousand (600,000) shares of the Preferred Stock are designated as Series A Convertible Preferred Stock, par value \$0.0001 per share ("Series A Preferred Stock").

6.2 Rights and Limitations of Series A Preferred Stock: The rights, preferences, limitations and other matters relating to the Series A Preferred Stock are as follows:

(a) Dividends and Distributions. The Corporation shall pay the Series A Holder, as a dividend, an amount equal to its initial capital contribution to the Corporation prior to paying a dividend or other distribution to any other shareholder of the Corporation. Holders of shares of Series A Preferred Stock ("Series A Holders") shall be entitled to receive dividends and distributions as and when paid on the shares of Common Stock of the Corporation, on an as-converted basis, assuming that such shares of Series A Preferred Stock had been converted into shares of Common Stock immediately prior to the payment of such dividend or distribution and notwithstanding any limitations on such conversion as set forth herein, unless and until such shares of Series A Preferred Stock are converted to Common Stock as set forth herein.

(b) Voting Rights. Holders of shares of Series A Preferred Stock shall be entitled to vote on an as converted basis with the shares of Common Stock, and voting with the Common Stock as one class, assuming that such shares of Series A Preferred Stock had been converted into shares of Common Stock immediately prior to the record date for such vote and notwithstanding any limitations on such conversion as set forth herein, unless and until such shares of Series A Preferred Stock are converted to Common Stock as set forth herein. During such time as any Series A Preferred Stock is outstanding and the Series A Holder's Common Stock and Series A Preferred Stock would constitute a minimum of thirty percent (30%) of the Corporation's outstanding capital stock, the Series A Holder shall be entitled to name two (2) members to the Corporation's Board of Directors. During such time as any Series A Preferred Stock is outstanding and the Series A Holder's Common Stock and Series A Preferred Stock would constitute less than thirty percent (30%) but a minimum of fifteen percent (15%) of the Corporation's outstanding capital stock, the Series A Holder shall be entitled to name one (1) member to the Corporation's Board of Directors. The Corporation shall be permitted to have up to seven (7) members on its Board of Directors.

In addition to any other required vote or consent of the board of directors or the shareholders of the Corporation, without the approval of the Series A Holder the Corporation shall not, and shall not enter into any commitment to:

(a) amend, modify, restate, waive, or repeal any provisions of these Articles or the Bylaws of the Corporation;

(b) authorize or make any material change to the nature of the business conducted by the Corporation, or enter into any business other than the ordinary business of the Corporation;

(c) issue or sell any capital stock of the Corporation (or securities convertible into capital stock of the Corporation) to any Person (as defined in Section 6.2(d)(vii) of these Articles), or enter into or effect any transaction or series of related transactions involving the

H21000352890

H21000352890

repurchase, redemption, or other acquisition of any capital stock of the Corporation (or securities convertible into capital stock of the Corporation), excluding an issuance and sale of capital stock in connection with a bona fide and arm's length offering for equity financing purposes at a valuation greater than the valuation paid by the Series A Holder for its Series A Preferred Stock;

(d) incur any indebtedness, pledge or grant liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person in excess of \$50,000 in the aggregate at any time outstanding other than trade credit incurred in the ordinary course of business consistent with past practice;

(e) make any loan or advance to, capital contribution to, or investment in any Person, or issue or sell any securities of the Corporation in connection with a business acquisition by the Corporation;

(f) appoint or remove the Corporation's auditors or make any changes in the accounting methods or policies of the Corporation (other than as required by GAAP);

(g) enter into, amend in any material respect, waive, restate, or terminate any agreement, arrangement, transaction, or understanding between the Corporation and any shareholder, director, officer or affiliate of the Corporation, any affiliate of a shareholder, director or officer, or any officer, director or employee thereof.

(h) enter into or effect any transaction or series of related transactions involving the sale, purchase, lease, license, exchange, or other acquisition or disposition (including by merger, consolidation, sale or acquisition of stock, or sale or acquisition of assets) by the Corporation of any assets or equity interests of any Person, other than in the ordinary course of business consistent with past practice;

(i) sale or other transfer of capital stock of the Corporation, in one or more transfers, if such transfer results in the transfer of (1) fifty percent (50%) or more of the outstanding capital stock of the Corporation or (2) the control of fifty percent (50%) or more of the outstanding capital stock of the Corporation (with such term "control" meaning the possession, directly or indirectly, of the power to direct the decisions with regard to such capital stock).

(j) approve any merger, consolidation, reorganization, equity split, combination or like event of the Corporation, including any reclassification affecting the Corporation's equity securities;

(k) establish or dissolve a Corporation subsidiary or enter into any joint venture or similar business arrangement;

(l) authorize, approve, enter into, or amend in any material respect (i) any employment agreement or arrangement with any senior employee; (ii) the compensation (including salary, bonus, deferred compensation, or otherwise) or benefits of any senior employee; (iii) any stock option, employee stock purchase, or similar equity-based plan; (iv) any benefit, severance, or other similar plan; or (v) any annual bonus plan or management equity plan;

H21000352890

H21000352890

(m) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Corporation, in each case if involving a shareholder, director, officer or affiliate of the Corporation, any affiliate of a shareholder, director or officer, or any officer, director or employee thereof.

(n) dissolve, wind-up, liquidate or like event of the Corporation or initiate a bankruptcy proceeding involving the Corporation; or

(o) change the Corporation tax elections.

(c) Preferences upon Liquidation. Unless and until the shares of Series A Preferred Stock are converted into Common Stock, upon the occurrence of any liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily (each, a "Liquidation Event"), each holder of Series A Preferred Stock then outstanding shall be entitled to receive, out of the assets of the Corporation available for distribution to its shareholders, before any payment shall be made in respect of all other classes of capital stock of the Corporation, an amount per share of Series A Preferred Stock equal to the Invested Amount (the "Series A Preferential Amount"). The Invested Amount for each share of Series A Preferred Stock shall be \$0.833333 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to shares of Series A Preferred Stock). In addition, following payment of the full Series A Preferential Amount, the remaining assets of the Corporation available for distribution to shareholders shall be distributed pro rata among the holders of shares of Common Stock and holders of Series A Preferred Stock (based on the number of shares of Common Stock which each such holder would be entitled to receive upon conversion of all shares of Series A Preferred Stock held of record by such holder at the then applicable conversion rate).

(d) Conversion. Each share of Series A Preferred Stock shall convert into shares of Common Stock ("Series A Conversion Shares") subject to the following terms and conditions:

(i) Subject to adjustment as set forth herein, the Series A Preferred Stock shall be convertible at any time at the option of the holder thereof into shares of the Corporation's Common Stock on a one for one basis (the "Conversion Ratio").

(ii) The Series A Holder shall be given a minimum of fifteen (15) business days advance notice of any proposed Sale or Merger (as defined below) of the Corporation. In the event that a Sale or Merger is consummated (i) upon the consummation of the Sale or Merger the Corporation shall pay the Series A Holder, as a dividend, an amount equal to the Series A Preferential Amount less the amount, if any, previously paid to the Series A Holder as dividends from the Corporation (excluding any dividends or distributions made in relation to the Sale or Merger), and (ii) the Series A Preferred Stock shall automatically convert into shares of the Corporation's Common Stock immediately prior to the consummation of the Sale or Merger. For purposes of these Articles, a "Sale or Merger" shall mean any of the following:

(A) the merger, reorganization or consolidation of the Corporation or such subsidiary or subsidiaries of the Corporation the assets of which constitute all or substantially all the assets of the business of the Corporation and its subsidiaries taken as a whole into or with another corporation or other entity in which the Corporation's shareholders holding the right to vote with respect to matters generally (the "Corporation's Voting Power") immediately preceding such merger,

H21000352890

H21000352890

reorganization or consolidation (solely by virtue of their shares or other securities of the Corporation or such subsidiaries) shall own less than fifty percent (50%) of the voting securities of the surviving corporation or other entity;

(B) the sale, transfer or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender) of all or substantially all the assets of the Corporation, whether pursuant to a single transaction or a series of related transactions or plan (which assets shall include for these purposes the assets of the Corporation's subsidiaries);

(C) the sale or transfer, whether in a single transaction or pursuant to a series of related transactions, of securities of the Corporation such that the Corporation's shareholders holding the Corporation's Voting Power immediately prior to such sale or transfer or series of transfers cease to hold a majority of the Corporation's Voting Power after such sale or transfer or series of transfers; or

(D) the exclusive licensing of all or substantially all of the Corporation's intellectual property to a third party.

(iii) Upon any such conversion of the Series A Preferred Stock pursuant to the terms and conditions herein, the Corporation shall, upon surrender by the applicable Series A Holders of the certificate(s) representing the shares of Series A Preferred Stock to the Corporation, issue to the applicable Series A Holders the applicable number of Series A Conversion Shares and a new certificate for any remaining shares of Series A Preferred Stock held by such Series A Holders. In the event that a Series A Holder does not surrender to the Corporation the certificate(s) representing the shares of Series A Preferred Stock as required by this paragraph, the Corporation shall nonetheless have the right to record in the books and records of the Corporation the Series A Holder as the holder of the applicable Series A Conversion Shares and the applicable reduced number of shares of Series A Preferred Stock.

(iv) Adjustments.

(A) In the event of any forward or reverse split of the Common Stock following the issuance date of the Preferred Stock, the Conversion Ratio of the Series A Preferred Stock shall be proportionately and equitably adjusted automatically. By way of example and not limitation, in the event of a two-for-one split of the Common Stock, whereby each share of Common Stock is converted into two shares of Common Stock, each share of Series A Preferred Stock not so converted as of such time shall thereafter be convertible into two shares of Common Stock.

(B) In the event that at any time or from time to time after the issuance date of the Preferred Stock, the Common Stock issuable upon the conversion of the Series A Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or reorganization provided for elsewhere herein), then and in each such event each Series A Holder shall thereafter have the right upon conversion to receive, the kind and amount of shares of stock and other securities, cash and property receivable upon such recapitalization, reclassification or other change, by holders

H21000352890

H21000352890

of the number of shares of Common Stock which the Series A Holder would have received had it converted such shares immediately prior to such recapitalization, reclassification or other change, at the Conversion Ratio then in effect (the kind, amount and price of such stock and other securities to be subject to adjustments as herein provided). Prior to the consummation of any recapitalization, reclassification or other change contemplated hereby, the Corporation will make appropriate provision to ensure that each of the Series A Holders will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock otherwise acquirable and receivable upon the conversion of such Series A Holder's Series A Preferred Stock, such shares of stock, securities or assets that would have been issued or payable in such recapitalization, reclassification or other change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of such Series A Holder's Series A Preferred Stock had such recapitalization, reclassification or other change not taken place (without taking into account any limitations or restrictions on the timing or amount of conversions). In the event of such recapitalization, reclassification or other change, the formula set forth herein for conversion and redemption shall be equitably adjusted to reflect such change in number of shares or, if shares of a new class of stock are issued, to reflect the market price of the class or classes of stock issued in connection with the above described events.

- (C) If at any time or from time to time after the issuance date of the Preferred Stock, there is a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere herein) then, as a part of such reorganization, provisions shall be made so that the Series A Holders shall thereafter be entitled to receive upon conversion of their shares of Series A Preferred Stock the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled to receive had the Series A Holder converted such shares immediately prior to such capital reorganization, at the Conversion Ratio then in effect. In any such case, appropriate adjustments shall be made in the application of the provisions of this subsection (iv) with respect to the rights of the Series A Holders after such capital reorganization to the extent that the provisions of this subsection (iv) shall be applicable after that event and be as equivalent as may be practicable, including, by way of illustration and not limitation, by equitably adjusting the formula set forth herein for conversion and redemption to reflect the market price of the securities or property issued in connection with the above described events.
- (D) If any event occurs of the type contemplated by the foregoing provisions of this subsection (iv) but not expressly provided for by such provisions, then the Corporation's Board of Directors will make an appropriate adjustment in the Conversion Ratio so as to protect the rights of Series A Holders; provided, however, that no such adjustment will decrease the Conversion Ratio as otherwise determined pursuant to this subsection (iv).

H21000352890

H21000352890

- (v) Reissuance. Shares of Series A Preferred Stock converted into Common Stock pursuant to the terms of these Articles may not be reissued by the Corporation.
- (vi) Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series A Preferred Stock. As to any fraction of a share of Common Stock as to which the Series A Holder would otherwise be entitled upon such conversion, the Corporation shall round such fractional share of Common Stock up to the next whole share of Common Stock.
- (vii) Transfer Taxes and Expenses. The issuance of Series A Conversion Shares on conversion of Series A Preferred Stock shall be made without charge to any Series A Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Series A Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Series A Conversion Shares upon conversion in a name other than that of the Series A Holders of such shares of Series A Preferred Stock, and the Corporation shall not be required to issue or deliver such Series A Conversion Shares unless or until the Person (as defined below) or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. For purposes hereof, "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association or organization, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.
- (e) Quorum of Board Meetings. The presence of a majority of directors of the Corporation then in office shall constitute a quorum; provided, that all Directors receive notice of such meeting a minimum of five (5) business days prior to such meeting.
- (f) Miscellaneous.
- (i) Notices. Any and all notices or other communications or deliveries to be provided by the Series A Holders shall be in writing and delivered personally, by facsimile, via email with return receipt requested, sent by a nationally recognized overnight courier service, addressed to the Corporation at the primary offices of the Corporation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, via email with return receipt requested, sent by a nationally recognized overnight courier service addressed to each Series A Holder at the email, facsimile, telephone number or address of such Series A Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Series A Holder. Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 2(a) prior to 5:30 p.m. (Eastern time); (ii) upon receipt of a return receipt if sent via email; (iii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 2(a) later than 5:30 p.m. (Eastern time) on any date and earlier than 11:59 p.m. (Eastern time) on such date, (iv) the second Business Day (as defined below) following the date of mailing, if sent by nationally

H21000352890

H21000352890

recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

- (ii) Legend. Any certificates representing the Series A Preferred Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION ARE NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

- (iii) Lost or Mutilated Series A Preferred Stock Certificate. If a Series A Holder's Series A Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.
- (iv) Waiver. Any waiver by the Corporation or the Series A Holder of a breach of any provision of these Articles shall not operate as, or be construed to be a waiver of, any other breach of such provision or of any breach of any other provision of these Articles. The failure of the Corporation or the Series A Holder to insist upon strict adherence to any term of these Articles on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of these Articles. Any waiver must be in writing.
- (v) Severability. If any provision of these Articles is invalid, illegal or unenforceable, the balance of these Articles shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

6.3 Rights and Limitations of Common Shares: The rights, preferences, limitations and other matters relating to the Common Stock are as follows:

- (a) The preferences, voting powers, relative, participating, optional or other special rights

H21000352890

H21000352890

and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject to and subordinate to those that may be fixed with respect to any shares of Preferred Stock, including the Series A Preferred Stock.

(b) Except as otherwise provided by law or these Articles, each outstanding share of Common Stock of this Corporation shall entitle the holder of that share to one vote on each matter submitted to a vote of the shareholders. Except as otherwise provided herein or in the Bylaws or Shareholders Agreement, the Preferred Stock shall vote together with the Common Stock and all other classes and series of stock of the Corporation as a single class on all actions to be taken by the shareholders of the Corporation.

(c) Subject to any prior or concurrent rights to receive dividends to which the holders of shares of any series of the Preferred Stock may be entitled, the holders of shares of Common Stock shall be entitled to receive dividends, if and when declared payable from time to time by the board of directors, from funds legally available for payment of dividends.

(d) In the event of any dissolution, liquidation or winding up of this Corporation, whether voluntary or involuntary, after there shall have been paid to the holders of shares of Preferred Stock the full amounts to which they shall be entitled, the holders of the then outstanding shares of Common Stock (including any Common Stock that was converted from Preferred Stock) shall be entitled to receive, pro rata, any remaining assets of this Corporation available for distribution to its shareholders. 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).

(e) Such numbers of shares of Common Stock as may from time to time be required for such purpose shall be reserved for issuance (i) upon conversion of any shares of Preferred Stock or any obligation of this Corporation convertible into shares of Common Stock and (ii) upon exercise of any options or warrants to purchase shares of Common Stock.

Article 7. Preemptive Rights

The Corporation elects to have preemptive rights for shareholders as follows:

(a) Subject to Section 7(g) below, the Corporation hereby grants to each shareholder (each, a "Preemptive Shareholder") the right to purchase its pro rata portion of any new capital stock or other securities (including convertible or exercisable securities) of the Corporation (excluding any Common Stock issued to a preferred shareholder upon conversion of Preferred Stock) (the "New Securities") that the Corporation may from time to time propose to issue or sell to any Person.

H21000352890

H21000352890

(b) The Corporation shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 7(a) to the Preemptive Shareholders within five (5) days following the approval of such issuance or sale by the board. The Issuance Notice shall set forth the material terms and conditions of the proposed issuance, including: (i) the number of New Securities proposed to be issued and the percentage of the Corporation's outstanding capital stock that such issuance would represent; (ii) the proposed issuance date, which shall be at least twenty (20) days from the date of the Issuance Notice; and (iii) the proposed purchase price per share.

(c) Each Preemptive Shareholder shall for a period of fifteen (15) days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase, at the purchase price set forth in the Issuance Notice, the amount of New Securities equal to the product of (i) the total number of New Securities to be issued by the Corporation on the issuance date and (ii) a fraction determined by dividing (A) the number of shares of capital stock owned by such Preemptive Shareholder immediately prior to such issuance by (B) the total number of shares of capital stock outstanding on such date immediately prior to such issuance (the "Preemptive Pro Rata Portion") by delivering a written notice to the Corporation. Such Preemptive Shareholder's election to purchase New Securities shall be binding and irrevocable.

(d) No later than five (5) days following the expiration of the Exercise Period, the Corporation shall notify each Preemptive Shareholder in writing of the number of New Securities that each Preemptive Shareholder has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Over-allotment Notice"). Each Preemptive Shareholder exercising its right to purchase its Preemptive Pro Rata Portion of the New Securities in full (an "Exercising Shareholder") shall have a right of over-allotment such that if any other Preemptive Shareholder fails to exercise its right under this Article 7 to purchase its Preemptive Pro Rata Portion of the New Securities (each, a "Non-Exercising Shareholder"), such Exercising Shareholder may purchase all or any portion of such Non-Exercising Shareholder's allotment (the "Over-allotment New Securities") by giving written notice to the Corporation setting forth the number of Over-allotment New Securities that such Exercising Shareholder is willing to purchase within five (5) days of receipt of the Over-allotment Notice (the "Over-allotment Exercise Period"). Such Exercising Shareholder's election to purchase Over-allotment New Securities shall be binding and irrevocable. If more than one Exercising Shareholder elects to exercise its right of over-allotment, each Exercising Shareholder shall have the right to purchase the number of Over-allotment New Securities it elected to purchase in its written notice; *provided, that* if the over-allotment New Securities are over-subscribed, each Exercising Shareholder shall purchase its pro rata portion of the available Over-allotment New Securities based upon the relative Preemptive Pro Rata Portions of the Exercising Shareholders.

(e) The Corporation shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to any New Securities not elected to be purchased pursuant to Section 7(c) and Section 7(d) above in accordance with the terms and conditions set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Corporation may be reduced) so long as such issuance or sale is closed within thirty (30) days after the expiration of the Over-allotment Exercise Period (subject to the extension of such thirty (30) day period for a reasonable time not to exceed an additional thirty (30) days to the extent reasonably necessary to obtain any government approvals). In the event the Corporation has not sold such New Securities within such time period, the Corporation shall not thereafter issue or sell any New Securities without first again offering such securities to the Shareholders in accordance with the procedures set forth in this Article 7.

H21000352890

H21000352890

(f) Upon the consummation of the issuance of any New Securities in accordance with this Article 7, the Corporation shall deliver to each Exercising Shareholder certificates evidencing the New Securities, which New Securities shall be issued free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Corporation shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Shareholders and after payment therefor, duly authorized, validly issued, fully paid, and non-assessable. Each Exercising Shareholder shall deliver to the Corporation the purchase price for the New Securities purchased by it by certified or official bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including entering into such additional agreements as may be necessary or appropriate.

(g) Notwithstanding anything to the contrary herein, the rights described in this Article 7 shall not apply to: (a) the issuance or sale of any class of securities (or options therefor) to employees and similar service providers for services provided to the Corporation pursuant to compensation-based plans approved by the Board, (b) the issuance of securities pursuant to a bona fide, firmly underwritten public offering, (c) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, or (d) the issuance of securities in connection with a bona fide and arm's length business acquisition by the Corporation to a person or entity not affiliated with the Corporation or any of its shareholders, directors, officers or employees; provided such issuances are for other than primarily equity financing purposes and are approved by the Board and otherwise approved in accordance with the Bylaws and Shareholders Agreement of the Corporation. No Shareholder shall have any participation, preemptive or other similar right with respect to the issuance or sale of any debt or equity instruments by the Corporation except as provided for in these Articles or in a separate agreement between the Shareholder and the Corporation. Failure of a Shareholder to participate in any offering will not result in such Shareholder losing the right to participate in subsequent offerings provided that the terms of this Section shall continue to apply.

Article 8. Incorporator

The name and street address of the incorporator to these Articles of Incorporation are:

James Dodrill, Esq.
Law Office of James G. Dodrill II, P.A.
5800 Hamilton Way
Boca Raton, FL 33496

Article 9. Initial Directors and Officer

The initial board of directors of the Corporation shall consist of two members. This number may be increased or decreased from time to time in accordance with the Corporation's bylaws, but shall never be less than one. The name and address of the individuals who will serve on the initial board of directors is:

Mr. William Wexsel
6567 Capistrano Beach Trail
Delray Beach, FL 34446

H21000352890

H21000352890

Mr. Michael E. Weksel
26 Scarsdale Farm Road
Scarsdale, NY 10583

The name, address and title of the individual who will serve as the sole initial officer is:

Mr. William Weksel
President and Chief Executive Officer
6567 Capistrano Beach Trail
Delray Beach, FL 34446

Article 10. 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 11. 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 September 20, 2021.

THIRD: On September 20, 2021 these Amended and Restated Articles of Incorporation were authorized by the unanimous approval of the board of directors followed on September 20, 2021 by the unanimous consent of all 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 20th day of September 2021.


William Weksel

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
2021 SEP 21 AM 10:17

H21000352890