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

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Page Count	08
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**ARTICLES OF AMENDMENT TO AMENDED AND  
RESTATED ARTICLES OF  
INCORPORATION  
OF  
NEWBRIDGE FINANCIAL, INC.**

The undersigned, being the President and Chief Executive Officer of NEWBRIDGE FINANCIAL, INC., a corporation existing under the laws of the State of Florida (the "Corporation"), does hereby amend the Amended and Restated Articles of Incorporation of the Corporation filed with the Department on August 2, 2000, as same were further amended on December 14, 2000, as follows:

1. Article VI, *Capital Stock*, Section 1., *Authorized Stock*, is hereby replaced in its entirety to read as follows:

"1 Authorized Stock. The aggregate number of shares of all classes of stock which the Corporation shall have authority to issue is ONE HUNDRED TWENTY MILLION (120,000,000) shares, consisting of:

(a) EIGHTY MILLION (80,000,000) shares of Class A common stock, no par value (the "Class A Common Stock");

(b) TWENTY MILLION (20,000,000) shares of Class B common stock, no par value (the "Class B Common Stock"); and

(c) TWENTY MILLION (20,000,000) shares of preferred stock, no par value (the "Preferred Stock").

The Board of Directors of the Corporation may authorize the issuance from time to time of shares of its stock in any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation."

2. Article VI, *Capital Stock*, Section 3, *Preferred Stock*, is hereby amended by indexing the existing text of said Section 3 as subpart (a) thereof and captioning it "*Authority of Board to Designate and Issue*". Furthermore, Section 3 is additionally amended by adding the following language as new subpart (b) of said Section 3:

"(b) Designation of Preferences, Rights and Limitations of Series A Preferred Stock. The Certificate of Designation of Preferences, Rights and Limitations of Class A Preferred Stock, set forth in Exhibit A to these Amendment to Amended and Restated Articles of Incorporation, is incorporated herein by reference."

3. This amendment of the Amended and Restated Articles of Incorporation filed on August 2, 2000 and previously amended on December 14, 2000 herein certified has been duly adopted by the unanimous written consent of the Corporation's board of directors as of August 15, 2016 in accordance with the provisions of Section 607.0821 of the Florida Business Corporation Act. Shareholder action was not required.

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IN WITNESS WHEREOF, the undersigned has caused this amendment to Amended and Restated Articles of Incorporation to be signed on the date indicated below.

NEWBRIDGE FINANCIAL, INC., a  
Florida corporation

By: 

Leonard Sokolow, its President and CEO

Date: 8/17/16

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**Exhibit "A"**  
**Articles of Amendment to Amended and Restated**  
**Articles of Incorporation**

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**EXHIBIT A**

**CERTIFICATE OF DESIGNATION OF PREFERENCES,  
RIGHTS AND LIMITATIONS  
OF  
CLASS A PREFERRED STOCK**

**Section 1. Definitions.** For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Class A Common Stock" means the no par value, voting, common stock of the Corporation.

"Class A Preferred" shall have the meaning set forth in Section 2.

"Corporation" means Newbridge Financial, Inc., a Florida corporation.

"Holder" shall have the meaning given such term in Section 2.

"Florida Courts" shall have the meaning set forth in Section 5(d).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Securities" means the Class A Preferred.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Trading Day" means a day on which the New York Stock Exchange is open for business.

**Section 2. Designation, Amount and Par Value and Dividends.** Designation of Preferred Stock. A series of preferred stock of the Corporation is hereby designated as its Class A Preferred stock (the "Class A Preferred"), and the number of the Corporation's preferred stock shares so designated shall be 1,000,000 (which shall not be subject to increase without the written consent of all of the holders of the Series A Preferred (each, a "Holder" and, collectively, the "Holders"). The Class A Preferred shall have no par value.

**Section 3. Voting Rights.** Holders of Class A Preferred shall be entitled to vote on an "as-converted" basis on matters submitted to a vote of the holders of Class A Common Stock of the Corporation entitled to vote whereby the holder of Class A Preferred shall have that number of votes per share (rounded to the nearest whole share) equal to the product of: (a) the number of shares of Class A Preferred held on the record date for the determination of the holders of the shares entitled to vote (the "Record Date"), or, if no Record Date is established, at the date such vote is taken or any written consent of shareholders is first solicited, and (b) 50. Except as otherwise expressly provided by this Certificate of Designation or by applicable law, the holders of Class A Preferred shall vote together with the holders of the outstanding shares of the Class A Common Stock of the Corporation (including and any other series of preferred stock then outstanding), and not as a separate class, series or voting group. Notwithstanding the foregoing sentence, as long as any shares of Class A Preferred are outstanding, the Corporation shall not, without the

affirmative vote of the Holders of at least 51% of the then outstanding shares of the Class A Preferred, (a) alter or change adversely the powers, preferences or rights given to the Class A Preferred or alter or amend this Certificate of Designation, (b) except as to our Class A Common Stock and the Class A Preferred, authorize or create any class of stock ranking as to dividends, redemption or distribution of assets upon a Liquidation (as defined in Section 4) senior to, or otherwise in *pari passu* with, the Class A Preferred, (c) amend its articles of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Class A Preferred, or (e) enter into any agreement with respect to any of the foregoing.

**Section 4. Conversion at Option of Holders.** The Class A Preferred shall be convertible from time to time at the option of the Holder, for no consideration to be paid, into shares of Class A Common Stock. The number of shares of Class A Common Stock into which shares of the Class A Preferred shall be convertible at any time shall be determined by multiplying the number of shares Class A Common Stock that the Class A Preferred are entitled to vote upon an "as converted basis" by the number of Class A Preferred shares as to which the holder exercises his option to so convert (the "Conversion Formula"). A form of Notice of Conversion is attached hereto as Annex A. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Class A Preferred, the Holder shall not be required to surrender the certificate(s) representing the shares of Class A Preferred to the Corporation unless all of the shares of Class A Preferred represented thereby are so converted, in which case the Holder shall deliver the certificate representing such shares of Class A Preferred promptly following the Conversion Date at issue. Shares of Class A Preferred converted into Class A Common Stock or redeemed in accordance with the terms hereof shall be retrenched by the Corporation and available for reissuance.

**Section 5. Miscellaneous.**

(a) **Notices.** Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Corporation, 5200 Town Center Circle, Suite 306, Boca Raton, Florida 33486 Attention: President, or such other address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 7. 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, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries 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 number set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) **Absolute Obligation.** Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages, accrued dividends and accrued interest, as applicable, on the shares of Class A Preferred at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) **Lost or Mutilated Class A Preferred Certificate.** If a Holder's Class A Preferred 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 Class A Preferred 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, reasonably satisfactory to the Corporation.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any Holder (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in Palm Beach County, Florida (the "Florida Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Florida Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the rights of the Holders), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Florida Courts, or such Florida Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation, and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

(e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation 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 this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(f) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation 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 the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

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(i) Status of Redeemed Class A Preferred. If any shares of Class A Preferred shall be redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Class A Preferred.

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**ANNEX A**

**NOTICE OF CONVERSION**

(To be executed by the registered holder in order to convert shares of Class A preferred stock)

The undersigned hereby elects to convert the percentage of shares of Class A Convertible Preferred Stock indicated below into shares of the voting, Class A common stock, no par value per share (the "Class A Common Stock"), of NEWBRIDGE FINANCIAL, INC., a Florida corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Class A Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: \_\_\_\_\_

Number of shares of Class A Preferred owned prior to Conversion: \_\_\_\_\_

Percentages of shares of Class A Preferred to be Converted: \_\_\_\_\_

Stated Value of shares of Class A Preferred to be Converted: \_\_\_\_\_

Number of shares of Class A Common Stock to be Issued: \_\_\_\_\_

Application of Conversion Formula: \_\_\_\_\_

Number of shares of Class A Preferred subsequent to Conversion: \_\_\_\_\_

Address for Delivery: \_\_\_\_\_

**HOLDER:**

By: \_\_\_\_\_

Name:

Title:

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