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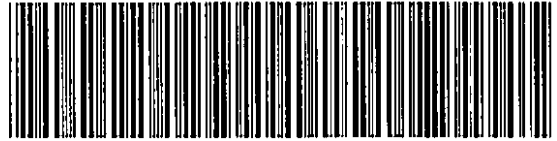
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**BREWTON PLANTE P.A.**

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

SUITE 825

215 SOUTH MONROE STREET

TALLAHASSEE, FL 32301

TELEPHONE 850-222-7718

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WILBUR E. BREWTON, ESQUIRE

[wbrewton@bplpa.com](mailto:wbrewton@bplpa.com)

November 29, 2018

Florida Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Manatee Harvesting, Co.  
Document No: S76074

To Whom It May Concern:

Please find enclosed the following in connection with the above captioned matter:

1. Executed Amended and Restated Articles of Incorporation of Manatee Harvesting, Co.; and
2. Firm check, in the amount of \$35.00, representing your filing fee.

Should you have any questions, please do not hesitate to contact my office.

Very truly yours,



Wilbur E. Brewton

WEB/art  
Enclosures

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
MANATEE HARVESTING, CO.

FILED

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The undersigned, on behalf of Manatee Harvesting, Co. (the "Corporation"), a Florida corporation, has executed these Amended and Restated Articles of Incorporation, as approved by the Board of Directors and the shareholders of the Corporation in an action by written consent effective 28<sup>th</sup> day of November, 2018, pursuant to Sections 607.0821 and 607.0704, *Florida Statutes*. The number of votes cast by the shareholders by written consent was sufficient for approval.

*These Amended and Restated Articles amend and restate in their entirety the Corporation's Articles of Incorporation, as filed with the Florida Department of State on August 23, 1991 (document number S76074).*

**ARTICLE I – NAME/ADDRESS**

The name of the Corporation is MANATEE HARVESTING, CO.

**ARTICLE II – PRINCIPAL OFFICE AND MAILING ADDRESS**

The street address of the principal office is 1707 2<sup>nd</sup> Avenue, E., Palmetto, Florida 34221. The principal office address and mailing address may be changed by the Board of Directors.

**ARTICLE III - DURATION**

The Corporation shall exist perpetually.

**ARTICLE IV – PURPOSE**

The Corporation is organized for the purpose of transacting any or all lawful business for which corporations may be incorporated under Chapter 607, *Florida Statutes*.

**ARTICLE V - CAPITAL STOCK**

The maximum number of shares of capital stock which this Corporation shall have authority to issue is Three Hundred Twenty-Five Thousand (325,000), consisting of Twenty-Five Thousand (25,000) shares of Common Stock, \$0.01 par value (the "Common Stock"), and Three Hundred Thousand (300,000) shares of Preferred Stock, with a par value of \$0.01 per share (the "Preferred Stock"). Of the authorized shares of Preferred Stock, Eighty-Two Thousand (82,000) shares are designated as Series A Non-Voting Preferred Stock, with a par value of \$0.01 per share (the "Series A Preferred Stock").

**SECTION 1. Common Stock.** The qualifications, limitations, restrictions and the special or relative rights granted to and imposed upon the Common Stock now or hereafter outstanding and the holders thereof are as follows:

(a) General Terms. The term "Common Share" shall refer to a share of Common Stock. The Common Stock shall be subject to the express terms of the Series A Preferred Stock. Each Common Share shall be equal in all respects to every other Common Share. The term "Common Shareholder" shall refer to any holder of issued and outstanding Common Share(s), whether now or in the future, together with their successors and assigns.

(b) Dividends. Subject to the preferential and other dividend rights applicable to the Series A Preferred Stock, the Common Shareholders shall be entitled to receive such dividends (payable in cash, stock or otherwise) as may be declared on the Common Stock by the Board of Directors at any time or from time to time out of any assets of the Corporation legally available for distribution to the shareholders (the "Assets").

(c) Liquidation Rights. In the event of any voluntary or involuntary liquidation, distribution or winding up of the Corporation, after payment in full of the Liquidation Preference (as defined in Section 2(c)(i) of Article V), the remaining Assets shall be distributed among the holders of the issued and outstanding Preferred Shares and Common Shares, pro rata based on the number of shares held by each such holder.

(d) Voting. The issued and outstanding Common Shares shall have the following voting rights:

(i) Except solely as expressly provided in these Amended and Restated Articles of Incorporation (including, without limitation, Section 2(d) of Article V and Sections 1 and 3 of Article VII) or by law, the Common Shareholders shall, through their ownership of Common Shares, have exclusive voting rights and powers with respect to all matters presented to the Corporation's shareholders. Each issued and outstanding Common Share shall entitle the holder thereof to one (1) vote upon all matters upon which the Common Shareholders have the right to vote. The Common Shareholders shall vote together as one class on all matters submitted to a vote of the shareholders of the Corporation.

(ii) No Common Share shall carry any cumulative voting rights. Directors of the Corporation shall be elected by the Common Shareholders, subject to the provisions of any shareholders agreements, voting agreement(s), or voting trust(s) in effect from time to time.

(c) No Preemptive Rights. Common Shares authorized hereby shall not be subject to preemptive rights. The Corporation's shareholders shall have no preemptive right to purchase or have offered to them for purchase any of such authorized but unissued shares, or other equity securities issued or to be issued by the Corporation.

**SECTION 2. Series A Preferred Stock.** The preferences, qualifications, limitations, restrictions and the special or relative rights granted to and imposed upon the Series A Preferred Stock now or hereafter outstanding and the holders thereof are as follows:

(a) General Terms. The term “Preferred Share” shall refer to a share of Series A Preferred Stock. Each Preferred Share shall be equal in all respects to every other Preferred Share. The term “Preferred Shareholder” shall refer to any holder of issued and outstanding Preferred Share(s), whether now or in the future, together with their successors and assigns. The term “Stated Value” shall mean, with respect to a single Preferred Share, the sum of \$36.585366, and with respect to more than one (1) Preferred Share, the product of the number of such Preferred Shares multiplied by \$36.585366; provided, however that such Stated Value shall be subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. The Stated Value of a of the Preferred Shares shall be set forth on the face of the relevant stock certificates evidencing the issuance and ownership thereof.

(b) Dividends.

(i) Preferential Dividends.

(A) From and after the date of the issuance of any Preferred Share, each Preferred Shareholder shall be entitled to receive, prior and in preference to any other distribution of any Assets to the shareholders of the Corporation by reason of their ownership of shares of the Corporation’s capital stock, dividends at the rate of twelve percent (12%) per annum, of the aggregate Stated Value attributable to the issued and outstanding Preferred Shares held by such Preferred Shareholder, which shall accrue on the issued and outstanding Preferred Shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the “Accruing Dividends”). All Accruing Dividends shall be declared and paid (or set apart for payment) to and among the holders of issued and outstanding Preferred Shares ratably in proportion to the respective amounts which would otherwise be payable in respect of such Preferred Shares pursuant to this Section 2(b)(i)(A) of Article V if all amounts payable on or with respect to such Preferred Shares pursuant to this Section 2(b)(i)(A) of Article V were paid in full. Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided, however, that except as set forth in these Amended and Restated Articles of Incorporation, such Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors out of funds legally available therefor.

(B) After payment in full of the Accruing Dividends, the Preferred Shareholders shall be entitled to receive, prior and in preference to any other distribution of any Assets to the shareholders of the Corporation by reason of their ownership of shares of the Corporation’s capital stock, an amount per issued and outstanding Preferred Share equal to the Stated Value (the “Stated Value Dividends”). All Stated Value Dividends shall be declared and paid (or set apart for payment) on a pro rata basis in proportion to the number of then issued and outstanding Preferred Shares. Except as set forth in these Amended and Restated Articles of Incorporation, such Stated Value Dividends shall be payable only when, as, and if declared by the Board of Directors out of funds legally available therefor.

(C) The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation unless (in addition to the obtaining of any consents required elsewhere in these Amended and Restated Articles of Incorporation) the holders of the Preferred Shares then issued and outstanding shall first receive, or simultaneously receive, a dividend on each issued and outstanding Preferred Share in an amount (collectively, the "Preference Dividends") at least equal to the sum of (i) the amount of the aggregate Accruing Dividends then accrued on such issued and outstanding Preferred Shares and not previously paid, plus (ii) the Stated Value Dividends.

(ii) Additional Dividends. After the Preference Dividends have been declared and paid (or set apart for payment) in full on each issued and outstanding Preferred Share, the Board of Directors may declare additional dividends payable among the holders of the Preferred Shares and Common Shares, pro rata based on the number of shares held by each such holder.

(c) Liquidation.

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, or other event defined herein to constitute a Deemed Liquidation Event (as defined in Section 2(c)(v) of Article V, below), the Preferred Shareholders shall be entitled to receive, prior and in preference to any other distribution of any Assets to the shareholders of the Corporation by reason of their ownership of shares of the Corporation's capital stock, an amount (the "Liquidation Preference").

(ii) After payment in full of the Liquidation Preference, the remaining Assets shall pay all outstanding debts prior to being distributed among the holders of the Preferred Shares and Common Shares, pro rata based on the number of shares held by each such holder. The aggregate amount which a holder of a Preferred Share is entitled to receive under Section 2(c)(i) and this Section 2(c)(ii) of Article V is hereinafter referred to as the "Series A Liquidation Amount."

(iii) If the Assets are insufficient to permit the payment of the full Liquidation Preference payable with respect to all of the then issued and outstanding Preferred Shares, such Assets shall be distributed ratably to and among the Preferred Shareholders in proportion to the respective Liquidation Preference that would otherwise be payable in respect of the issued and outstanding Preferred Shares if the entire Liquidation Preference on or with respect to such Preferred Shares were paid in full.

(iv) The fair value of any securities or property other than cash to be distributed as part of the Assets being distributed in satisfaction of the Liquidation Preference shall be determined by the Board of Directors, in its good faith discretion.

(v) Each of the following events shall be considered a "Deemed Liquidation Event" unless the Preferred Shareholders holding at least fifty percent (50%) of the issued outstanding Preferred Shares elect otherwise by written notice sent to the Corporation at least three (3) days prior to the effective date of any such event:

(A) a merger or consolidation in which (I) the Corporation is a constituent party, or (II) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (x) the surviving or resulting corporation; or (y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(B) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

(vi) The Corporation shall not have the power to affect a Deemed Liquidation Event referred to in Section 2(c)(v) of Article V unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2(c) of Article V.

(vii) In the event of a Deemed Liquidation Event referred to in Section 2(c)(v)(A)(II) or Section 2(C)(v)(B) of Article V, if the Corporation does not effect a dissolution of the Corporation under applicable law within ninety (90) days after such Deemed Liquidation Event, then if the Preferred Shareholders holding at least fifty percent (50%) of the then issued and outstanding Preferred Shares so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other Assets, all to the extent permitted by Florida law governing distributions to shareholders (the "Available Proceeds"), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all issued and outstanding Preferred Shares at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all issued and outstanding Preferred Shares, the Corporation shall redeem each Preferred Shareholder's Preferred Shares to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Florida law governing distributions to shareholders, with all such redemption distributions made by the Corporation to be paid ratably to and among the Preferred Shareholders in proportion to the respective unpaid Series A Liquidation Amounts that would otherwise be payable in respect of the issued and outstanding Preferred Shares if the entire

unpaid Liquidation Amounts on or with respect to such Preferred Shares were paid in full. Prior to the distribution or redemption provided for in this Section 2(c)(vii) of Article V, the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

(d) Voting Rights. Except solely as expressly provided in this Section 2(d) of Article V and in Sections 1 and 3 of Article VII or as required by applicable law, the Preferred Shareholders, in their capacity as such, shall have no voting rights whatsoever with respect to any matter, act or concern involving or relating to the Corporation or its capital stock. Notwithstanding the foregoing, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, take any of the following actions without (in addition to any other vote required by law, these Amended and Restated Articles of Incorporation, or any shareholders agreements, voting agreement(s), or voting trust(s) in effect from time to time) the written consent or affirmative vote of the Preferred Shareholders holding at least fifty percent (50%) of the then issued and outstanding Preferred Shares, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect:

(i) Except as provided in any separate employment agreement previously approved in accordance with this Section(2)(d)(i) of Article V, the hiring, terminating or determining the salaries, fringe benefits, bonuses, and other compensation of the directors, officers, and other management/supervisory employees of the Corporation;

(ii) Entering into transactions or contractual arrangements between the Corporation and a shareholder or any affiliate of a shareholder of the Corporation, or the use of any of the Corporation's assets for personal reasons by a shareholder of the Corporation;

(iii) Determining the timing or amount of any dividends;

(iv) Issuing any additional shares of, purchasing or redeeming any shares of, the capital stock of the Corporation or any warrants, options, or rights with respect to capital stock of the Corporation, other than as specifically provided in any shareholders or other agreement(s) in effect from time to time;

(v) Selling, leasing, exchanging or otherwise disposing of all or substantially all of the assets of the Corporation;

(vi) Liquidating, dissolving or winding-up the business and affairs of the Corporation, effecting any merger or consolidation or any other Deemed Liquidation Event, or consenting to any of the foregoing;

(vii) Commencing, settling, compromising or foregoing any claim in litigation directly or indirectly involving the Corporation;

(viii) Establishing any employment benefit plans to which the Corporation is



expected to contribute:

(ix) Amending or otherwise modifying the Corporation's Articles of Incorporation or Bylaws; and

(x) Using the Corporation's name or any trade name of the Corporation (or any combination of such name or trade names) (i) in connection with any business other than the business(es) conducted by the Corporation, or (ii) in combination with any business name other than any business name used by the Corporation.

(c) Drag Along Right. If the Preferred Shareholders holding at least fifty percent (50%) of the issued and outstanding Preferred Shares (the "Drag-Along Shareholders") desire to sell, exchange or otherwise dispose of all, but not less than all, of their Preferred Shares pursuant to a bona fide offer from a party that is not related to any Drag-Along Shareholder (the "Acquirer"), the Drag-Along Shareholders, upon written direction (a "Drag-Along Notice") to all other holders of issued and outstanding shares of the Corporation's capital stock (the "Other Shareholders"), and concurrent with such sale, transfer, exchange or other disposition by the Drag-Along Shareholders, shall have the right to require that all of the Other Shareholders join and participate in such sale, transfer, exchange or disposition with respect to all of shares of the Corporation's capital stock held by the Other Shareholders under comparable terms as shall be received by the Drag-Along Shareholders pursuant to the bona fide offer; provided, however, that the consideration paid by the Acquirer for the shares of the Corporation's capital stock pursuant to such sale, transfer, exchange or disposition shall be paid to the Corporation's shareholders in accordance with Section 2(c) of Article V as though such sale, transfer, exchange or disposition were a Deemed Liquidation Event. Upon receiving the Drag-Along Notice, each such recipient shall expediently take all actions and execute all documents and instruments as shall be reasonably requested by the Drag-Along Shareholders, the Corporation and/or the Acquirer in order to timely consummate any such sale, transfer, exchange or disposition. At the closing of any such transaction, each such participant shall deliver and convey good and valid title to his or her shares of the Corporation's capital stock free and clear of any and all liens, claims, restrictions, or other encumbrances, and shall further provide to the acquiring party customary representations and warranties to such effect.

#### **ARTICLE VI - REGISTERED OFFICE AND AGENT**

The street address of the registered office of the Corporation is:

Brewton Plante, P.A. 215 South Monroe Street, Suite 825  
Tallahassee, FL 32301

The name of the registered agent of the Corporation at that address is:

Wilbur E. Brewton, Esquire

## **ARTICLE VII - BOARD OF DIRECTORS**

**SECTION 1.** The Corporation shall currently have four (4) directors. The number of directors may be either increased or decreased from time to time by the affirmative vote of the Preferred Shareholders holding more than fifty percent (50%) of the issued and outstanding Preferred Shares, exclusively and voting together as a single class, but shall never be decreased to a number that is fewer than the greater of (a) such number of directors as the Common Shareholders are entitled to elect pursuant to Section 2 of Article VII, and (b) one (1).

**SECTION 2.** The Common Shareholders holding more than fifty percent (50%) of the issued and outstanding Common Shares, exclusively and voting together as a single class, shall be entitled to elect a total of four (4) directors (or such fewer number of directors as shall be approved by the affirmative vote of such Common Shareholders). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the Common Shareholders holding more than fifty percent (50%) of the issued and outstanding Common Shares, given either at a special meeting of such Common Shareholders duly called for that purpose or pursuant to a written consent of such Common Shareholders. If such Common Shareholders fail to elect a director then any directorship not so filled shall remain vacant until such time as such Common Shareholders elect a person to fill such directorship by vote or written consent in lieu of a meeting.

**SECTION 3.** The Preferred Shareholders holding more than fifty percent (50%) of the issued and outstanding Preferred Shares, exclusively and voting together as a single class, shall be entitled to elect all additional directors (if any) in excess of the total number of directors that the Common Shareholders are entitled to elect pursuant to Section 2 of Article VII. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the Preferred Shareholders holding more than fifty percent (50%) of the issued and outstanding Preferred Shares, given either at a special meeting of such Preferred Shareholders duly called for that purpose or pursuant to a written consent of such Preferred Shareholders. If such Preferred Shareholders fail to elect a director then any directorship not so filled shall remain vacant until such time as such Preferred Shareholders elect a person to fill such directorship by vote or written consent in lieu of a meeting.

**SECTION 4.** At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of more than fifty percent (50%) of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

**SECTION 5.** The names and addresses of the current directors of the Corporation are as follows:

<u>Name</u>	<u>Street Address</u>
Charles Smith	1701 4 <sup>th</sup> Ave. West Palmetto, FL 34221
Harold Smith	1703 4 <sup>th</sup> Ave. West Palmetto, FL 34221
Tyrone Smith	1701 4 <sup>th</sup> Ave. West Palmetto, FL 34221
Rosa Smith	1701 4 <sup>th</sup> Ave. West Palmetto, FL 34221

#### **ARTICLE VIII – BYLAWS**

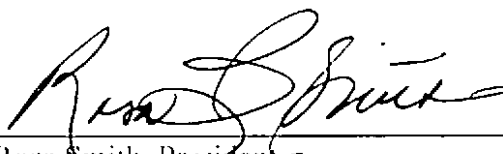
The power to adopt, alter, amend or repeal Bylaws shall be vested in the Board of Directors and the Corporation's shareholders.

#### **ARTICLE IX – AMENDMENT**

This Corporation reserves the right, upon action duly taken, jointly, by the Corporation's Board of Directors and the Corporation's shareholders, to amend or repeal any provision contained in these Amended and Restated Articles of Incorporation, or any amendment hereto, and any right conferred upon the Corporation's shareholders hereunder is subject to this reservation, except to the extent otherwise expressly provided by applicable law; provided, that the Corporation's shareholders may only take such action upon obtaining the affirmative consent of those Common Shareholders holding at least fifty percent (50%) of the Common Shares then issued and outstanding and those Preferred Shareholders holding at least fifty percent (50%) of the Preferred Shares then issued and outstanding.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation effective as of this 28 day of November, 2018.


MANATEE HARVESTING, CO.

By:   
Rosa Smith, President

**CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT**

**MANATEE HARVESTING, CO.**

The undersigned, having been named as registered agent for the above-named Corporation, at the place designated in the foregoing Amended and Restated Articles of Incorporation, hereby accepts such designation and agrees to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent. I am familiar with, and accept the duties and obligations of, Section 607.0505 of the Florida Statutes.

  
\_\_\_\_\_  
Wilbur E. Brewton