

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VB Brands LLC		10/15/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VB Brands, Inc.		
Street Address:	520 Broadway		
Internal Address:	Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88929571	C	
Serial Number:	88929482	C	
Serial Number:	88929682	CLICK	
Serial Number:	88579308	CLICK	
Serial Number:	88929538	CLICK	
Serial Number:	88579323	CLICK	
Serial Number:	88929565	CLICK	
Serial Number:	88929523	CLICK	
Serial Number:	88929645	MAKE CANNABIS CLICK	
Serial Number:	88929662	MAKE CANNABIS CLICK	
Serial Number:	88929624	MAKE CANNABIS CLICK	
Serial Number:	88929607	MIDNIGHT MINT	
Serial Number:	88884642	MIDNIGHT MINT	
Serial Number:	88858169		
Serial Number:	88929591	TROPICALI	
Serial Number:	88884625	TROPICALI	
Serial Number:	88929670	YOU AND ME JUST CLICK	
Serial Number:	88929654	YOU AND ME JUST CLICK	
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Property Type	Number	Word Mark
Serial Number:	88929633	YOU AND ME JUST CLICK

CORRESPONDENCE DATA

Fax Number: 3128767934
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 3142595807
Email: trademarks.us@dentons.com
Correspondent Name: Benjamin P. Harbuck
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5900
Address Line 4: Chicago, ILLINOIS 60604

ATTORNEY DOCKET NUMBER:	15808950
NAME OF SUBMITTER:	Benjamin P. Harbuck
SIGNATURE:	/benjamin p. harbuck/
DATE SIGNED:	11/30/2021

Total Attachments: 23
source=Conversion#page1.tif
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FILED

Secretary of State
State of California

OCT 21 2020

ARTICLES OF INCORPORATION
WITH STATEMENT OF CONVERSION

VB BRANDS, INC.

I. STATEMENT OF CONVERSION AND NAME

A. **Converting Entity.** The name of the converting California limited liability company is VB Brands LLC.

B. **Converting Entity File Number.** The limited liability company's California Secretary of State file number is 201907310233.

C. **Plan Approval.** The principal terms of the plan of conversion were approved by the sole Manager of the converting entity and by vote of the members, which equaled or exceeded the vote required under California Corporations Code section 17710.03. There is one class of members entitled to vote and the percentage vote required (and obtained) is at least sixty five percent (65%) of the members. The limited liability company is converting into a California stock corporation.

D. **Name of Converted Entity.** The name of the converted California corporation is VB Brands, Inc. (the "Corporation").

II. BUSINESS ADDRESS / AGENT FOR SERVICE

Business Address: The principal business address of the Corporation in the State of California is 520 Broadway, Suite 200, in the City of Santa Monica, County of Los Angeles, Zip Code 90401.

Service of Process: The agent for service of process is Roie Edery and his address is 520 Broadway, Suite 200, Santa Monica, California, 90401.

III. PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California ("CGCL") other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

IV. AUTHORIZED STOCK

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) thirty million (30,000,000) shares of Common Stock, \$0.0001 par value per share ("Common Stock") and (ii) four million (4,000,000) shares of Preferred Stock, \$0.0001 par value per share ("Preferred Stock").

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A. Common Stock

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. Each holder of record of shares of Common Stock shall be entitled to vote at all meetings of the stockholders of the Corporation and shall have one vote for each share of Common Stock held of record by such holder of record as of the applicable record date on any matter that is submitted to a vote of the stockholders of the Corporation and for any stockholder written actions in lieu of meetings; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on (i) any amendment to the Articles of Incorporation that relates solely to the terms of one or more outstanding series or classes of Preferred Stock if the holders of such affected Preferred Stock are entitled, either separately or together with the holders of one or more other such series or classes, to vote thereon pursuant to the Articles of Incorporation or pursuant to the CGCL or (ii) for the election of a Director of the Corporation which election is reserved by these Articles for any class or classes of stockholders that are entitled to vote as a separate class that does not include the Common Stock holders. The Board of Directors may issue or grant shares of Common Stock that are subject to vesting or forfeiture and that restrict or eliminate voting rights with respect to such shares until any such vesting criteria is satisfied or such forfeiture provisions lapse.

3. Dividends/Distributions: Subject to the prior rights of all classes or series of stock at the time outstanding having prior rights as to dividends or other distributions, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property, or stock as may be declared on the Common Stock by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor and shall share equally (along with all outstanding SSP Stock on an as converted basis as set forth in Article IV, B(1) below) on a per share basis in all such dividends and other distributions.

B. Preferred Stock

All shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series Seed Preferred Stock" ("SSP Stock" or "SSP Shares") with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. All references to Sections and Subsections in this Article IV(B) shall refer to the Sections and Subsections in this Article IV(B).

1. Dividends/Distributions. Any dividends or distributions by the Corporation declared by the Board of Directors shall be distributed among all holders of Common Stock and SSP Stock in proportion to the number of outstanding shares of Common Stock that would be held by each such holder if all outstanding SSP Stock was converted to Common Stock at the then effective conversion rate (as calculated pursuant to Section 4.1.1).

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2. Liquidation Preference

2.1 Preference Payment (Non-Participatory). In the event of a Deemed Liquidation Event (defined below), the holders of SSP Shares then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution following a liquidation an amount per SSP Share equal to the greater of (i) the price paid by the SSP Holder for the SSP Shares (the "SSP Original Issue Price") per SSP Share (i.e. a 1x preference), less any amounts of dividends or distributions received under Section 1, OR (ii) such amount per share as would have been payable to the holders of the SSP Shares had all shares of SSP Stock been converted into Common Stock pursuant to Section 4 immediately prior to such Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "SSP Liquidation Amount"). If following a Deemed Liquidation Event the assets of the Corporation available for distribution are insufficient to pay the holders of SSP Shares the full amount to which they shall be entitled under Section 2.1(i), the SSP holders shall share ratably, before any payment shall be made to the holders of Common Stock, in the distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of SSP Shares held by them upon such distribution.

2.2 Deemed Liquidation Events

2.2.1 Definition. As used herein, a Deemed Liquidation Event shall mean, unless the holders of at least a majority of the outstanding SSP Shares (such holders are referred to herein as the "Requisite SSP Holders") elect otherwise by written notice sent to the Corporation at least 7 days prior to the effective date of any such event:

(a) a merger or consolidation in which the Corporation is (i) a constituent party or (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues Shares of its capital Shares (or shares of capital Shares if the Corporation is converted to a corporation) pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the Shares of capital Shares of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Shares of capital Shares that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital Shares of (1) the surviving or resulting company/entity; or (2) 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 company;

(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 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; or

2.22 Effect of a Deemed Liquidation Event.

a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the Members of the Corporation shall be allocated among in accordance with the provision of this Article IV.

b) In the event of a Deemed Liquidation Event referred to in Subsection 2.2.1(a)(ii) or 2.2.1(b), if the Corporation does not effect a dissolution of the Corporation within ninety (90) days after such Deemed Liquidation Event, then the Corporation shall send a written notice to each holder of SSP Shares prior to that time advising such holders that they have a right to require the redemption of their SSP Shares at a price per Share equal to the SSP Liquidation Amount. If and on condition that the Requisite SSP Holders exercise such right and convey such exercise in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, then the Corporation shall, within 150 days of the Deemed Liquidation Event, use the consideration available for distribution following the Deemed Liquidation Event (net of any retained liabilities associated with the assets sold, as determined in good faith by the Board), together with any other assets of the Corporation available for distribution to its Members, all to the extent permitted by any applicable California laws governing distributions (the "Available Proceeds"), to redeem all outstanding shares of SSP Shares at a price per Share commensurate with the SSP 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 outstanding SSP Shares, the Corporation shall ratably redeem each holder's shares of SSP Shares to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under California law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Subsection, the Corporation shall not expend or dissipate the Available Proceeds except to discharge expenses incurred in connection with such Deemed Liquidation Event or otherwise in the ordinary course of business.

2.23 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of the capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of SSP Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of SSP Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Articles of Incorporation, including the provisions set forth in

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Article VI herein, or the Corporation's By-Laws, holders of SSP shall vote together with the holders of Common Stock as a single class on such matters described above.

3.2 Protective Provisions:

3.2.1 The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without first obtaining the written consent or affirmative vote of the Requisite SSP Holders given in writing without a meeting or by vote at a meeting, consenting or voting (as the case may be) separately as a class. 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) cause the Corporation to enter into a related party transaction including between it and any of its shareholders, directors or officers;

(ii) amend alter or repeal any provision of the Corporation's Articles of Incorporation or By-Laws or similar governing instruments in a manner that would negate or adversely alter the rights, preferences and privileges of the SSP Shares; for clarification purposes it is understood and agreed that the creation and issuance of a senior class of preferred equity having preference over the SSP Shares in connection with an equity financing of the Corporation whereby the Corporation raises no less than \$2,000,000 (a "Financing"), including an increase of the composition of the Board in connection therewith, does not constitute an adverse alteration of the SSP Shares;

(iii) change the authorized number of shares of the Corporation, except the authorized number of Common Stock if necessary to comply with conversion requirements for Preferred Stock and/or in connection with a Financing;

(iv) create (by reclassification or otherwise) any new class or series of preferred Shares having rights, preferences or privileges senior to the SSP Shares except in connection with a Financing;

(v) declare or pay any dividend or redeem the Corporation's equity provided, however, that the consent or vote of the Requisite SSP Holders shall not be required for such action after such time that the SSP Holders have received distributions equal to or greater than the SSP Original Issue Price paid for their SSP Shares;

(vi) change the number of directors except in connection with a Financing;

(vii) liquidate or dissolve, including any change of control, except a change of control which yields to the holders of SSP Shares a per Share return equal to or greater than 3 times (3x) the issue price for their SSP Shares, less any dividends / distributions made prior the liquidation event; or

(viii) increase the number of authorized number of the Corporation's stock authorized under any existing incentive plan, other than in connection with a Financing.

4. Optional Conversion: The SSP Holders shall have the conversion rights as follows (the "Conversion Rights"):

4.1 Right to Convert.

4.1.1. Conversion Ratio. Each share of SSP Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the SSP Original Issue Price for each share by the SSP Conversion Price (as defined below) in effect at the time of conversion. The "SSP Conversion Price" shall initially be equal to \$0.515258 (providing for an initial conversion ratio of 1 to 1). Such initial SSP Conversion Price, and the rate at which shares of SSP Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2. Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of SSP Stock as noticed to the SSP Holders no less than ten (10) days prior to the date on which such rights would terminate if not exercised, unless the redemption price is not fully paid in connection with the closing of such Deemed Liquidation Event, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

4.2. Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the SSP Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of SSP Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1. Notice of Conversion. In order for a SSP Holders to voluntarily convert shares of SSP Stock into shares of Common Stock, such holder(s) shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the SSP Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of SSP Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of SSP Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the SSP Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such

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holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of SSP Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of SSP Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4(c) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of SSP Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the SSP Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the SSP Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding SSP 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 SSP Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Articles of Incorporation. Before taking any action which would cause an adjustment reducing the SSP Conversion Price below the then per value of the shares of Common Stock issuable upon conversion of the SSP Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted SSP Conversion Price.

4.3.3 Effect of Conversion. All shares of SSP Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of SSP Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of SSP Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the SSP Conversion Price shall be made for any declared but unpaid dividends on the SSP Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of SSP Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to SSP Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of Article V, the following definitions shall apply:

(a) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Convertible Securities.

(b) "SSP Original Issue Date" shall mean the date on which the first share of SSP Stock was issued.

(c) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "Additional Shares of Common Stock" shall mean all shares of Options and Convertible Securities issued by the Corporation after the SSP Original Issue Date, and specifically EXCEPTS the following: (1) shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "Exempted Securities"): (i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution; (ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock including as covered by Subsection 4.5, 4.6, 4.7 or 4.8; (iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors; (iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; (v) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board (and Requisite SSP Holders if their approval is required pursuant to Section 3.2.1(i)); (vi) shares of Common Stock, Options or Convertible Securities issued as acquisition consideration pursuant to the acquisition of another company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board and Requisite SSP Holders if their approval is required pursuant to Section 3.2.1(i)); (viii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, license, development, OEM, marketing or other similar agreements, or other strategic ventures or partnerships as may be approved by the Board (and Requisite SSP Holders if their approval is required pursuant to Section 3.2.1(i)).

4.42 No Adjustment of SSP Conversion Price. No adjustment in the SSP Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Requisite SSP Holders agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.43 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the SSP Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities), then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the SSP Conversion Price pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the SSP Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such SSP Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the SSP Conversion Price to an amount which exceeds the lower of (i) the SSP Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the SSP Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the SSP Conversion Price pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the SSP Conversion Price then in effect, or because such Option or Convertible Security was issued before the SSP Original Issue Date), are revised after the SSP Original Issue

Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the SSP Conversion Price pursuant to the terms of Subsection 4.4.4, the SSP Conversion Price shall be readjusted to such SSP Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the SSP Conversion Price provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the SSP Conversion Price that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the SSP Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of SSP Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the SSP Original Issue Date issue Additional Shares of Common Stock, without consideration or for a consideration per share less than the SSP Conversion Price in effect immediately prior to such issue, then the SSP Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1 * (A + B) + (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP2" shall mean the SSP Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

(b) "CP1" shall mean the SSP Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the SSP Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4.5, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property. Such consideration shall: (i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest; (ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and (iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing (i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by (ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the

conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the SSP Conversion Price pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the SSP Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the SSP Original Issue Date effect a subdivision of the outstanding Common Stock, the SSP Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the SSP Original Issue Date combine the outstanding shares of Common Stock, the SSP Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the SSP Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the SSP Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the SSP Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the SSP Conversion Price shall be recomputed accordingly as of the close of business on such record

date and thereafter the SSP Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of SSP Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of SSP Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the SSP Original Issue Date shall make or issue a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of SSP Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of SSP Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the SSP Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of SSP Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of SSP Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the SSP Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the SSP Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the SSP Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of SSP Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of SSP Preferred Stock in any such appraisal proceeding.

4.9 - Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the SSP Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of SSP Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the SSP Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is

based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of SSP Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the SSP Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of SSP Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the SSP Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation, then, and in each such case, the Corporation will send or cause to be sent to the holders of the SSP Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the SSP Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the SSP Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public at a price of at least five times (5x) the SSP Original Issue Price in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended or (b) upon the affirmative vote or written request of the Requisite Preferred Holders, all outstanding shares of SSP Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 4.1.1 and such shares may not be reissued by the Corporation. The time of a closing under Section 5.1(a) or the date upon which the Requisite SSP Holders vote or deliver written consent is referred to herein as the "Mandatory Conversion Time"

5.2 Procedural Requirements. All holders of record of shares of SSP Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of SSP Stock pursuant to this Section 5. Such notice

need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of SSP Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the SSP Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for SSP Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominee, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of SSP Stock converted. Such converted SSP Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of SSP Stock accordingly.

6. Redemption. Except as set forth in Subsection 2.2.2(b), the SSP Stock is not redeemable.

7. Waiver. Any of the rights, powers, preferences and other terms of the SSP Stock set forth herein may be waived on behalf of all holders of SSP Stock by the affirmative written consent or vote of the Requisite SSP Holders.

8. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of SSP Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication (email) in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

C. Right of First Refusal

1. Rights of First Refusal.

1.1 Bona Fide Offer. A Stockholder may voluntarily sell all or part of his shares in the Corporation upon receipt of a Bona Fide Offer (defined below) subject to first providing the Corporation and Key Holders (defined below) with the first right to purchase the

shares subject to sale/transfer pursuant to this Section 1, and otherwise on condition that the sale/transfer comply with the provisions of Section 1.7 of this Article and any transfer restrictions or conditions set forth in any agreement by which the Stockholder acquired his/her Shares or is otherwise bound to. For purposes of this Agreement, an offer will be considered and referred to as a Bona Fide Offer if it is (i) in writing, signed by and binding on the prospective buyer; and (ii) is received by a Stockholder from a third party who has made the offer to purchase at arm's length and with intent to consummate the purchase on the terms agreed to. As used herein, "Key Holders" shall mean the Corporation's stockholders owning, at the time the Transfer Notice is delivered pursuant to paragraph 1.2 below, five percent (5%) or more of the Corporation's outstanding and issued stock.

1.2 Transfer Notice. If a Stockholder is in receipt of and accepts a Bona Fide Offer to sell any or all of his Shares (a "Transferring Holder"), the Transferring Holder shall promptly give the Corporation, by delivery to the Chief Executive Officer and Secretary, written notice of his intent to transfer the Shares on the terms set forth in the Bona Fide Offer (the "Transfer Notice"). The Transfer Notice shall (i) set forth the identity of the prospective purchaser, and if a business entity, the identities of the principal owners and principal executives for the entity (for example, Chief Executive Officer, LLC Manager and/or the like) along with a physical address, email address and telephone number for such entity/person; the number of Shares proposed to be transferred, the price per share, and the other material terms and conditions of the Bona Fide Offer and (ii) contain a signed certification under penalty of perjury by the Transferring Holder representing that the offer has been made and received at arm's length and that Transferring Holder has a good faith belief that the transaction will be consummated to a successful close. The Transferring Holder shall also attach a copy of the written offer and/or agreement subject of the Bona Fide Offer which offer or agreement and the sale of any Shares shall refer and be subject to this Article and condition a closing of the sale on compliance with this Article.

1.3 Corporation's Right: For a period of twenty (20) days after the Corporation receives the Transfer Notice, the Corporation has the right to elect to purchase all or any part of the Shares subject to Transfer (the "Transfer Shares"), for the price and on the terms and conditions set forth in this Article. The Corporation may exercise its right by timely delivering written notice of its election to purchase the Transfer Shares, or portion thereof, to the Transferring Holder. The Transferring Holder may not terminate the rights of the Corporation or Remaining Holders to purchase the Transfer Shares once the Transfer Notice has been delivered. The Corporation shall be entitled to assign its rights under this subsection to another Stockholder or any third party.

1.4 Holders' Right: Within three (3) business days of the expiration of the Corporation's rights under subsection 1.3, or the Corporation's earlier written waiver of same, the Chief Executive Officer, Secretary or any Board member, shall deliver a copy of the Transfer Notice to the Key Holders along with information regarding what rights, if any, the Corporation exercised. Thereafter, each Key Holder shall have a period of fifteen (15) days to exercise a right to purchase up to their pro rata share of the Transfer Shares that the Corporation did not exercise its right to purchase pursuant to subsection 1.3 above (the "Remaining Transfer Shares") by delivering written notice to the Transferring Holder and the Chief Executive Officer specifying the number of Transfer Shares they elect to purchase under this subsection. Each

Key Holder shall be entitled to purchase up to their pro rata share of the Remaining Transfer Shares on the same terms and conditions as the Corporation. Each Key Holder's pro rata share shall be determined by dividing the number of Shares held by such Key Holder by the total number of Shares held by all Key Holders entitled to exercise rights pursuant to this subsection (which information shall be provided to the Key Holders on request). In the event one or more, but not all, of the Key Holders make the election to purchase Transfer Shares, leaving a number of Transfer Shares that were not purchased ("Surplus Transfer Shares") the procedures of Subsection 1.5 shall apply.

1.5 Surplus Transfer Shares: In the event there are Surplus Transfer Shares the Manager shall, within 3 business days of the expiration of the 15 day time period set forth in 1.4, deliver written notice specifying the number of Surplus Transfer Shares ("Surplus Notice") only to those Key Holders who elected to purchase their full, pro rata share of Transfer Shares under subsection 1.4 (a "Fully Participating Holder"). Fully Participating Holders shall then have a period of five (5) days from the date of receipt of the Surplus Notice to purchase their entire pro rata share (and not less) of the Surplus Transfer Shares by delivering written notice to the Transferring Holder and Chief Executive Officer within the 5 days allotted. The notice to be delivered by the Fully Participating Holder shall specify (i) the election to purchase their full, pro rata share of the Surplus Transfer Shares and (ii) the maximum number of Surplus Transfer Shares that such Fully Participating Holder will purchase in the event that any other Fully Participating Holder does not to purchase their pro rata share. The pro rata number of Surplus Transfer Shares that a Fully Participating Holder may purchase under this subsection, shall be determined by dividing the number of Shares held by such Fully Participating Holder by the total number of Shares held by all Fully Participating Holders.

1.6 Purchase Price: The Corporation and Key Holders' purchase of the Transfer Shares shall be conditioned on the payment of the purchase price as follows: the Corporation/Key Holders shall be entitled to purchase the Transfer Shares on the same payment terms set forth in the Bona Fide Offer or, in any event, they may pay the purchase price by cash, in full and without interest, within 30 days of the date the last right to purchase the Transfer Shares is exercised by the Corporation and/or Key Holders.

1.7 Closing Limitation: To the extent that the Corporation and Key Holders have not exercised their rights to purchase all of the Transfer Shares within the time periods specified in the preceding subsections of this Article, the Transferring Holder shall have a period of thirty (30) days from the expiration of such rights in which to close its transaction and sell the Transfer Shares remaining for sale to the bona fide offeror on terms and conditions (including the purchase price) no more favorable than those specified in the Transfer Notice. This Article and the Corporation's and Key Holders' first refusal rights (collectively "ROFR Rights") shall continue to be applicable to any subsequent disposition of the Transfer Shares acquired by the third-party transferee(s). In the event the Transferring Holder does not consummate the sale of the Transfer Units within thirty (30) days of the expiration of ROFR Rights, the ROFR rights shall continue to be applicable to any subsequent disposition of the Transfer Shares (whether to the bona fide offeror, or otherwise).

1.8 Legend: Each existing or replacement certificate for Shares now owned or hereafter acquired shall bear a legend on its face in substantially the following form:

"THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CORPORATION'S ARTICLES OF INCORPORATION, AS AMENDED, WHICH INCLUDE CERTAIN RIGHTS OF FIRST REFUSAL HELD BY THE CORPORATION AND SPECIFIED HOLDERS."

1.9 Limitations to ROFR. The ROFR rights of the Corporation and Key Holders shall not apply to (a) the transfer of stock for estate planning purposes, to any spouse or member or a stockholder's immediate family, or to a custodian, trustee (including a trustee of a voting trust), executor or other fiduciary for the account of the stockholder's spouse or members of stockholder's immediate family, or to a trust for the stockholder, or a charitable remainder trust, (b) any sale of the Corporation's stock to the public pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), or the jurisdictional equivalent of such Act in Canada, or (c) a sale of the Corporation's stock in relation to a Deemed Liquidation Event. Nothing set forth in this Article IV(C)(1) is intended to or shall

1.10 Violation of ROFR Provisions. Any sale, assignment, transfer, pledge, hypothecation or other encumbrance or disposition of the Corporation's stock not made in conformance with this Article IV(C) shall be null and void, shall not be recorded on the books of the Corporation and shall not be recognized by the Corporation. If any stockholder becomes obligated to sell any Transfer Shares to the Corporation or any Key Holder under this Article and fails to deliver such Transfer Shares in accordance with the terms of this Article, the Corporation and/or Key Holder may, at its option, in addition to all other remedies it may have, send to such stockholder the purchase price for such Transfer Shares as is herein specified and transfer to the name of the Corporation or such Key Holder (or request that the Corporation effect such transfer in the name of a Key Holder) on the Corporation's books and issue the certificate or certificates representing the Transfer Shares to be sold.

D. Drag Along Rights.

1.11 Definitions. A "Sale of the Corporation" shall mean either: (a) a transaction or series of related transactions in which a Person acquires from the Corporation's stockholders shares representing more than fifty percent (50%) of the out-standing voting power of the Corporation (a "Stock Sale"); or (b) a transaction that qualifies as a "Deemed Liquidation Event" as defined hereinabove. "Person" shall mean an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity

1.12 Actions to be Taken. In the event that (i) the holders of at least 50% of the shares of Common Stock then issued or issuable upon conversion of Preferred Stock (the "Selling Investors") and (ii) the Board (collectively, "Electing Holders") approve a Sale of the Corporation in writing, specifying that this Section D shall apply to such transaction, then,

subject to satisfaction of each of the conditions set forth in Subsection 1.3 below, each Stockholder and the Corporation hereby agree:

(a) if such transaction requires stockholder approval, with respect to all shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all shares in favor of, and adopt, such Sale of the Corporation together with any related amendment or restatement to the Restated Certificate required to implement such Sale of the Corporation and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Corporation to consummate such Sale of the Corporation;

(b) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Corporation beneficially held by such Stockholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their shares, and, except as permitted in Subsection 1.3 below, on the same terms and conditions as the other stockholders of the Corporation;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Corporation as shall reasonably be requested by the Corporation or the Selling Investors in order to carry out the terms and provision of this Section D, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their affiliates not to deposit, except as provided in this Agreement, any shares of the Corporation owned by such party or affiliate in a voting trust or subject any shares to any arrangement or agreement with respect to the voting of such shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Corporation;

(e) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Corporation, (ii) asserting any claim or commencing any breach of any fiduciary duty of the Selling Investors or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Corporation, or the consummation of the transactions contemplated thereby;

(f) if the consideration to be paid in exchange for the shares pursuant to this Section D includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), the Corporation may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have

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otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Investors, in connection with such Sale of the Corporation, appoint a stockholder representative (the "Stockholder Representative") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Corporation, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Corporation and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, or willful misconduct.

13 Conditions. Notwithstanding anything to the contrary set forth herein, a Stockholder will not be required to comply with Subsection 1.2 above in connection with any proposed Sale of the Corporation (the "Proposed Sale"), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Stockholder in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Stockholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Stockholder;

(b) such Stockholder is not required to agree (unless such Stockholder is a Corporation officer or employee) to any restrictive covenant in connection with the Proposed Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale);

(c) such Stockholder and its affiliates are not required to amend, extend or terminate any contractual or other relationship with the Corporation, the acquirer or their respective affiliates, except that the Stockholder may be required to agree to terminate the

investment-related documents between or among such Stockholder, the Corporation and/or other stockholders of the Corporation;

(d) the Stockholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Corporation;

(e) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(f) upon the consummation of the Proposed Sale (i) each holder of each class or series of the capital stock of the Corporation will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (ii) each holder of a series of Preferred Stock will receive the same amount of consideration per share of such series of Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless waived pursuant to the terms of the Articles of Incorporation and as may be required by law, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Corporation's Articles of Incorporation in effect immediately prior to the Proposed Sale; provided, however, that, notwithstanding the foregoing provisions of this Subsection 1.3(f), if the consideration to be paid in exchange for the shares pursuant to this Subsection 1.3(f) includes any securities and due receipt thereof would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Corporation may cause to be paid to any such stockholder in lieu thereof, against surrender of the stockholder's shares, as applicable, which would have otherwise been sold by such stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such holder would otherwise receive as of the date of the issuance of such securities in exchange for the stockholder's shares, as applicable;

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ARTICLE V. BY-LAWS

Subject to any additional vote required by the Articles of Incorporation, if any, or the Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VI. DIRECTORS

A. Number of Directors.

Subject to any additional vote required by the Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. At the time of adoption of these Articles of Incorporation, the number of Directors of the Corporation shall be three (3). The election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

B. Election of Directors by Classes.

1.1 The holders of shares of Series Seed Preferred Stock shall be entitled, voting separately as a single class, to elect one director of this Corporation at each annual meeting or pursuant to written consent, and to remove from office such director, to fill any vacancy caused by the resignation or death of such director and to fill any vacancy caused by the removal of such director.

1.2 The holders of shares of Common Stock shall be entitled, voting separately as a single class, to elect one director of this Corporation at each meeting or pursuant to written consent, to remove from office such director, and to fill any vacancy caused by the resignation or death of such director and to fill any vacancy caused by the removal of such director.

1.3 The holders of shares of Common Stock and Preferred Stock shall be entitled, voting together as a single class, to elect one director of this Corporation at each meeting or pursuant to written consent, to remove from office such director, and to fill any vacancy caused by the resignation or death of such director and to fill any vacancy caused by the removal of such director.

C. Removal of Directors.

No individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes were cast for that Director (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

ARTICLE VII. MEETINGS / BOOKS

Meetings of stockholders may be held within or without the State of California, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the

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State of California at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE VIII. INDEMNIFICATION

A. DIRECTOR LIABILITY:

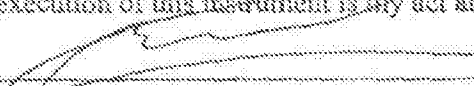
To the fullest extent permitted by the CGCL, a Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a Director. If the CGCL is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be automatically eliminated or limited to the fullest extent permitted by the CGCL, as so amended without further action by the Corporation. Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Corporation's Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of it in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Section Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

B. INDEMNIFICATION

The Corporation shall have the power to indemnify (and with respect to Directors, shall indemnify), to the extent permitted by the CGCL as currently in effect, 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 (a "Proceeding") by reason of the fact that he or she is or was a Director, officer, employee, manager 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, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. A right to indemnification or to advancement of expenses arising under a provision of this Articles of Incorporation or a bylaw of the Corporation shall not be eliminated or impaired by an amendment to this Articles of Incorporation or the Bylaws of the Corporation after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred (and with respect to Directors, such right to indemnification shall not be eliminated or impaired).

The undersigned, for the purpose of converting VB Brands LLC into and forming VB Brands, Inc., a corporation under the laws of the State of California, do hereby certify that the facts set forth herein are true and that my execution of this instrument is my act and deed.

Dated: 10/15/2020

By: 
VB Brands, LLC, by Roie Edery, its Manager