

P06000105276

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ALEXANDER
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: TS Investment Holding Corp.

DOCUMENT NUMBER: P06000105276

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

Please return all correspondence concerning this matter to the following:

Mavis Huger

Name of Contact Person

TS Investment Holding Corp.

Firm/ Company

8421 Dorchester Road, Suite 109-233

Address

North Charleston, SC 29420

City/ State and Zip Code

tsholdco@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mavis Huger

Name of Contact Person

at (843) 465-8377

Area Code & Daytime Telephone Number

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

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

SIXTH
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
TS INVESTMENT HOLDING CORP.

(Pursuant to Sections 607.0202 and 607.1001 of the
Florida Business Corporation Act)

TS INVESTMENT HOLDING CORP., a corporation organized and existing under and by virtue of the provisions of the Business Corporation Act of the State of Florida (the "Business Corporation Act"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is TS Investment Holding Corp., and that this corporation was originally incorporated pursuant to the Business Corporation Act on August 14, 2006 under the name eReceipt, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is TS INVESTMENT HOLDING CORP. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Florida is 1200 South Pine Island Road, Suite 1000, in the City of Plantation, County of Broward. The name of its registered agent at such address is NRAI Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 73,000,000 shares of Class A Common Stock, \$.01 par value per share ("**Class A Common Stock**" or "**Common Stock**"); (ii) 30,000,000 shares of Series A Preferred Stock, \$.01 par value per share ("**Series A Preferred Stock**"); and (iii) 19,000,000 shares of Series B Preferred Stock, \$.01 par value per share (the "**Series B Preferred Stock**"); and (iv) 8,029,231 shares of Series C Preferred Stock, \$.01 par value per share (the "**Series C Preferred Stock**" and together with the Series A Preferred Stock and the Series B Preferred Stock, the "**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. CLASS A COMMON STOCK

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

2. Voting. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of

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meetings); provided, however, that, except as otherwise required by law, holders of Class A Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the Business Corporation Act. There shall be no cumulative voting.

B. **COMMON STOCK.** The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

C. **PREFERRED STOCK.** 26,145,597 shares of the Series A Preferred Stock of the Corporation are hereby designated "**Series A-1 Preferred Stock**", 1,823,202 shares of the Series A Preferred Stock are hereby designated "**Series A-2 Preferred Stock**", 2,031,201 shares of the Series A Preferred Stock are hereby designated "**Series A-3 Preferred Stock**", 5,500,000 shares of the Series B Preferred Stock are hereby designated "**Series B-1b Preferred Stock**", 7,250,000 shares of the Series B Preferred Stock are hereby designated "**Series B-2a Preferred Stock**", 4,000,000 shares of the Series B Preferred Stock are hereby designated "**Series B-2b Preferred Stock**", 2,250,000 shares of the Series B Preferred Stock are hereby designated "**Series B-2c Preferred Stock**", 772,337 shares of the Series C Preferred Stock are hereby designated "**Series C-1 Preferred Stock**", and 7,256,894 shares of the Series C Preferred Stock are hereby designated "**Series C-2 Preferred Stock**". The Corporation's Board of Directors may change the designation of authorized but unissued shares of Series B Preferred Stock to other existing Series B designations as necessary in their discretion to assign the applicable liquidation preference. Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations:

1. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

1.1 Preferential Payments to Holders of Preferred Stock.

1.1.1 Series A Preferred. In the event of any Deemed Liquidation Event (as hereinafter defined), the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders after the holders of other classes of Preferred Stock have received distributions according to their respective preferences but before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the applicable Preferred Original Issue Price, plus any Accruing Dividends declared but unpaid thereon plus any other dividends or distributions declared but not paid ("Series A Preferred Stock Liquidation Preference Amount").

1.1.2 Series B-1b Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series B-1b Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series B Preferred Stock according to their respective preferences after the holders of Series C Preferred Stock have received distributions according to their respective preferences but before any payment shall be made to the holders of Series A Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series B-1b Preferred Stock Liquidation Preference Amount").

1.1.3 Series B-2a Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series B-2a Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series B Preferred Stock according to their respective preferences after the holders of Series C Preferred Stock have received distributions according to their respective preferences but before any payment shall be made to the holders of Series A Preferred Stock and Common Stock by reason of their ownership

thereof, an amount per share equal to three (3) times the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series B-2a Preferred Stock Liquidation Preference Amount").

1.1.4 Series B-2b Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series B-2b Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series B Preferred Stock according to their respective preferences after the holders of Series C Preferred Stock have received distributions according to their respective preferences but before any payment shall be made to the holders of Series A Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to two (2) times the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series B-2b Preferred Stock Liquidation Preference Amount").

1.1.5 Series B-2c Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series B-2c Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series B Preferred Stock according to their respective preferences after the holders of Series C Preferred Stock have received distributions according to their respective preferences but before any payment shall be made to the holders of Series A Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to one and one-half (1½) times the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series B-2c Preferred Stock Liquidation Preference Amount").

1.1.6 Series C-1 Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series C-1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series C Preferred Stock according to their respective preferences and before any payment shall be made to the holders of other classes of Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to three (3) times the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series C-1 Preferred Stock Liquidation Preference Amount").

1.1.7 Series C-2 Preferred. In the event of any Deemed Liquidation Event, the holders of shares of Series C-2 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders ratably with the other holders of Series C Preferred Stock according to their respective preferences and before any payment shall be made to the holders of other classes of Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to one and one-half (1½) times the applicable Preferred Original Issue Price plus any dividends or distributions declared but not paid ("Series C-1 Preferred Stock Liquidation Preference Amount"). The Series A Preferred Stock Liquidation Preference Amount, the Series B-1b Preferred Stock Liquidation Preference Amount, the Series B-2a Preferred Stock Liquidation Preference Amount, the Series B-2b Preferred Stock Liquidation Preference Amount, the Series C-1 Preferred Stock Liquidation Preference Amount and the Series C-2 Preferred Stock Liquidation Preference Amount are hereinafter collectively referred to as the "Preferred Stock Liquidation Preference Amount").

1.1.8 Insufficient Assets. If upon any Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under Subsection 1.1, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full and if any assets remain thereafter, the holders of shares of Series B Preferred Stock shall share ratably in the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them if all amounts payable on or with

respect to such shares were paid in full and if any assets remain thereafter, the holders of shares of Series A Preferred Stock shall share ratably in the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them.

1.2 Distribution of Remaining Assets. In the event of any Deemed Liquidation Event, after payment of any existing liabilities and expenses and after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares all of the Corporation's stockholders, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation. The aggregate amount which a holder of a share of Preferred Stock is entitled to receive under Subsections 1.1 and 1.2 is hereinafter referred to as the "Preferred Stock Liquidation Amount."

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the outstanding shares of capital Stock elect otherwise by written notice sent to the Corporation at least 5 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 (1) the surviving or resulting corporation 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 corporation (provided that, for the purpose of this Subsection 1.3.1, all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); 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 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, or the exclusive license of a material amount of the Company's technology, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation. For the avoidance of doubt, a transaction in which the Corporation is not liquidated and maintains an ownership interest in the assets of the Corporation shall not be a Deemed Liquidation Event.

1.3.2 Effecting a Deemed Liquidation Event.

(a) If the Corporation is going to undergo a transaction that either is or could be a Deemed Liquidation Event, then the Corporation will give the stockholders of the Corporation at least ten (10) days' notice prior to the proposed effective date of such event.

(b) The Corporation shall not have the power to effect a Deemed Liquidation Event unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2.

(c) In the event of a Deemed Liquidation Event, if the Corporation does not effect a dissolution of the Corporation under the Business Corporation Act within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the holders of a majority of the then outstanding shares of Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation from 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 of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Preferred Stock Liquidation Amount for such shares. 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 shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Subsection 1.3.2(b), 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.

1.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of 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 of Directors of the Corporation.

1.3.4 Allocation of Escrow. In the event of a Deemed Liquidation Event pursuant to Subsection 1.3.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the Merger Agreement shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

2. Voting.

2.1 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 meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Class A Common Stock into which the shares of Preferred 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 this Certificate of Incorporation, holders of Preferred Stock, on an as converted basis, shall vote together with the holders of Class A Common Stock as a single class.

2.2 Election of Directors. The holders of record of the shares of any class or series of voting stock (including the Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the total number of directors of the Corporation. The directors must be stockholders of the Corporation at the time of their election and at least one such director must be a Series C Preferred stockholder. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority 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. Except as otherwise provided in this Subsection 2.2 or in the by-laws of the Corporation, a vacancy in any directorship shall be filled only by vote or written consent in lieu of a meeting of the holders of voting stock of the Corporation or by any remaining director or directors elected by the holders of such voting stock pursuant to this Subsection 2.2.

2.3 Stockholder Protective Provisions. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of capital stock of the Corporation entitled to vote, given in writing or by vote at a meeting, consenting or voting (as the case may be) as a single class, provided that any of the following items that are otherwise approved may be vetoed by the vote of 75% of the holders of Series C Preferred Stock:

(a) sell, transfer, or otherwise dispose of a substantial portion of the Company's assets (including its ownership in Third Solutions, LLC ("TSLLC") or any other entity), or any consolidation or merger of the Company with another entity that does not ensure a full payout of the Series C Preferred Stock Liquidation Preference Amount to the holders of Series C Preferred Stock (at the time of the event) after payment of the Company's other obligations including debt and payables;

(b) enter into any agreement resulting in substantial changes to the Company's rights under its existing agreements governing TSLLC that would violate 2.3(a) above;

(c) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or any event that would be considered a Deemed Liquidation Event but for the election by the holders specified in Section 1.3.1 for such event not to be considered a Deemed Liquidation Event pursuant to Section 1.3.1 or consent to any of the foregoing;

(d) amend, alter or repeal (i) any provision of this Certificate of Incorporation or Bylaws of the Corporation or (ii) any of the rights, preferences or privileges of the Common Stock or the Preferred Stock;

(e) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock unless the same ranks junior to the existing classes of capital stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, or increase or decrease the authorized number of shares of any class or series of capital stock unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption;

(f) (i) reclassify, alter or amend any existing security of the Corporation in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the existing classes of capital stock, in respect of any such right, preference or privilege;

(g) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation prior to the Series C Preferred Stock other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment;

(h) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed \$50,000 other than in connection with a round of financing, which may be approved by the Company's Board of Directors, accounts payable or inventory financing in the ordinary course of business;

(i) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(j) increase or decrease the authorized number of directors constituting the Board of Directors;

(k) sell a substantial portion of the Company's assets for stock, or consolidate or merge with another entity;

(l) engage in a transaction in which voting control of the Company is transferred to a party not theretofore a stockholder of the Company;

(m) change the fundamental nature of the Company's business; or

(n) increase or decrease the number of authorized shares of Preferred Stock or Common Stock.

3. Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights");

3.1 Right to Convert.

3.1.1 Conversion Ratio. The "Preferred Original Issue Price" shall mean (i) with respect to Series A-1 Preferred Stock, \$0.2067 per share, 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 "Series A-1 Original Issue Price"), (ii) with respect to Series A-2 Preferred Stock, \$0.1861 per share, 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 "Series A-2 Original Issue Price"), (iii) with respect to Series A-3 Preferred Stock, \$0.1034 per share, 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 "Series A-3 Original Issue Price"), (iv)

with respect to Series B Preferred Stock, 0.1378 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock (the "Series B Original Issue Price"), (v) with respect to Series C Preferred Stock, 0.1378 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock (the "Series C Original Issue Price"). Each share of Preferred 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 Class A Common Stock as is determined by dividing (i) in the case of Series A-1 Preferred Stock the Series A-1 Original Issue Price by the Series A-1 Conversion Price (as defined below) in effect at the time of conversion, (ii) in the case of Series A-2 Preferred Stock the Series A-2 Original Issue Price by the Series A-2 Conversion Price (as defined below) in effect at the time of conversion, (iii) in the case of Series A-3 Preferred Stock the Series A-3 Original Issue Price by the Series A-3 Conversion Price (as defined below) in effect at the time of conversion, (iv) in the case of Series B Preferred Stock the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion and (v) in the case of Series C Preferred Stock, the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion. The "Series A-1 Conversion Price" shall initially be equal to \$0.2067. Such initial Series A-1 Conversion Price, and the rate at which shares of Series A-1 Preferred Stock may be converted into shares of Class A Common Stock, shall be subject to adjustment as provided below. The "Series A-2 Conversion Price" shall initially be equal to \$0.1861. The "Series A-3 Conversion Price" shall initially be equal to \$0.1034. Such initial Series A-3 Conversion Price, and the rate at which shares of Series A-3 Preferred Stock may be converted into shares of Class A Common Stock, shall be subject to adjustment as provided below. The "Series B Conversion Price" shall initially be equal to \$0.1378. The "Series C Conversion Price" shall initially be equal to \$0.1378. The Series A-1 Conversion Price, the Series A-2 Conversion Price, the Series A-3 Conversion Price, the Series B Conversion Price and the Series C Conversion Price are hereinafter collectively referred to as the Preferred Conversion Price.

3.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 4, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. 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 Preferred Stock.

3.2 Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of the Preferred 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 Class A 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 Preferred Stock the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion.

3.3 Mechanics of Conversion.

3.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Class A Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred 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 Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if

applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Class A Common Stock to be issued. If required by the Corporation, 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 certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Class A Common Stock issuable upon conversion of the shares represented by such certificate 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 Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Class A Common Stock, (ii) pay in cash such amount as provided in Subsection 3.2 in lieu of any fraction of a share of Class A Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

3.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred 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 Preferred Stock, such number of its duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class A 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 Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Preferred Conversion Price below the then par value of the shares of Class A Common Stock issuable upon conversion of the A Preferred 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 Class A Common Stock at such adjusted Preferred Conversion Price.

3.3.3 Effect of Conversion. All shares of Preferred 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 Class A 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 3.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred 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 Preferred Stock accordingly.

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

3.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 3. The Corporation shall not, however, 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 Preferred 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.

3.4 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 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 Preferred 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 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 Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

4. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

5. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Preferred Stock then outstanding.

6. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of capital stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Business Corporation Act, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or 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.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

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

Florida 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.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Business Corporation Act or any other law of the State of Florida is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act as so amended. Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Business Corporation Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the Business Corporation Act.

ELEVENTH: The officers of the Corporation are as follows:

Name and Address	Title
Mavis Huger TS Investment Holding Corp. 8421 Dorchester Road, Suite 109-233 North Charleston, SC 29420	President and Secretary

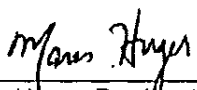
Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 607.1007 of the Business Corporation Act.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Certificate of Incorporation, has been duly adopted in accordance with Section 607.1007 of the Business Corporation Act.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 22nd day of July, 2014.

TS INVESTMENT HOLDING CORP.

By: 
Mavis Huger, President and Secretary