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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
ARETE PROVIDER NETWORK, INC.**

Arete Provider Network, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Idaho, hereby certifies as follows:

FIRST: The name of the Corporation is Arete Provider Network, Inc. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Idaho on December 4, 2018.

SECOND: This Amended and Restated Certificate of Incorporation of the Corporation restates and further amends the Certificate of Incorporation of the Corporation as heretofore amended, and has been adopted and approved in accordance with Idaho Code § 30-2005. Because no Board of Directors has yet been appointed by the Incorporator, the Incorporator is filing these Amended and Restated Articles of Incorporation.

THIRD: The Corporation has not yet issued shares or appointed a Board of Directors and pursuant to Idaho Code § 30-29-10, the Incorporator is electing to not be a benefit corporation.

The text of the Articles of Incorporation of the Corporation, as heretofore amended, is hereby amended and restated to read in its entirety as follows:

**ARTICLE I
Name Of Corporation**

The name of the Corporation is Arete Provider Network, Inc.

**ARTICLE II
Duration**

The Corporation's duration is perpetual.

**ARTICLE III
Purpose of the Corporation**

The Corporation is organized to transact any and all lawful business for which a corporation may be incorporated under the Idaho Business Corporation Act.

ARTICLE IV Shares

The total number of shares of stock that the corporation shall have authority to issue is 5,000,000 shares, consisting of 5,000,000 shares of "**Common Stock**." The Common Stock shall be designated in two series, "**Series A Common Stock**" consisting of 4,000,000 shares and "**Series B Common Stock**" consisting of 1,000,00 shares

ARTICLE V Share Classes

The terms and provisions of the Common Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) **"Distribution"** shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation by the Corporation or its subsidiaries for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchase of capital stock of the Corporation in connection with the settlement of disputes with any shareholder, and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Series A Common Stock of the Corporation.

(b) **"Liquidation Preference"** shall mean \$1.00 per share for the Series A and Series B Common Stock.

(c) **"Par Value"** shall mean the amount of \$0.0001 per share for the Series A Common Stock.

2. Dividends. In the event dividends are paid on shares of any series of Common Stock, a dividend shall be paid with respect to all shares of Common Stock outstanding as of the record date in an amount equal per share to the amount paid or set aside for each share of Common Stock.

3. Liquidation Rights.

(a) Series A Common Stock Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series A Common Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Common Stock, by reason of their ownership of such stock, an amount per share for each share of Series A Common Stock held by them equal to the Liquidation Preference specified for such share of Series A Common Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Common Stock are insufficient to permit the payment to such holders of the full amounts specified in this **ARTICLE V, Section 3(a)**, then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and *pro rata* among the holders of such Series A Common Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **ARTICLE V, Section 3(a)**.

(b) Series B Common Stock Liquidation Preference. After the payment or setting aside for payment to the holders of Series A Common Stock of the full amounts specified in **ARTICLE V, Section 3(b)** above, the holders of the Series B Common Stock shall be entitled to receive, prior and in preference to any other Distributions of any of the assets of the Corporation to the holders of the Common Stock, by reason of their ownership thereof, an amount per share for each share of Series B Common Stock held by them equal to the Liquidation Preference. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series B Common Stock are insufficient to permit the payment to such holders of the full amounts specified in this **ARTICLE V, Section 3(b)**, then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and *pro rata* among the holders of such Series B Common Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **ARTICLE V, Section 3(b)**.

(c) Remaining Assets. After the payment or setting aside for payment to the holders of Series A Common Stock of the full amounts specified in **ARTICLE V, Section 3(a)** above, and after the payment or setting aside for the payment to the holders of the Series B Common Stock of the full amounts specified in **ARTICLE V Section 3(b)** above, the entire remaining assets of the Corporation legally available for distribution by the Corporation shall be distributed with equal priority and *pro rata* among the holders of the Series A Common Stock and Series B Common Stock in proportion to the number of shares of Common Stock held by them.

(d) Reorganization. For purposes of this **ARTICLE V, Section 3**, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (i) the acquisition of the Corporation by another entity by means of any

transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding a bona fide equity financing for capital raising purposes, a consolidation with a wholly-owned subsidiary of the Company, or a merger effected exclusively to change the domicile of the Company) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction retain, immediately after such transaction or series of transactions, as a result of shares in the Corporation held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity; (ii) a sale, lease, conveyance, license or other disposition of all or substantially all of the assets of the Corporation by means of any transaction or series of related transactions, except where such sale, lease, conveyance, license or other disposition is to a wholly-owned subsidiary of the Corporation; or (iii) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary. The treatment of any transaction or series of related transactions as a liquidation, dissolution or winding up pursuant to clause (i) or (ii) of the preceding sentence (each, a "**Liquidation Transaction**") may be waived by the consent or vote of a majority of the outstanding Series A Common Stock.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, *except that* any publicly-traded securities to be distributed to shareholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange, then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this **ARTICLE V, Section 3(e)**, "**trading day**" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "**closing prices**" or "**closing bid prices**" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or a Nasdaq market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges,

markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of each of the Series A Common Stock shall vote on all matters of the Corporation. The Series B Common Stock shall not have a vote on any matters of the Corporation.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(d) Election of Directors. The Board of Directors shall consist of four (4) members. At each election of directors, the holders of a majority of the Series A Common Stock, shall elect (and to fill any vacancies with respect to) the members of the Corporation's board of directors.

5. Notices. Any notice required by the provisions of this **ARTICLE V** to be given to the holders of Common Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI
Incorporator

The name and address of the incorporator is as follows:

Jason Haugen
910 W Main Street, Suite 230
Boise, ID 83702-5757

ARTICLE VII
Amendment of Articles and Bylaws

1. Reservation of Right to Amend. The Corporation reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in any manner now or hereafter prescribed or permitted by statute. All rights of shareholders of the Corporation are granted subject to this reservation.

2. Bylaws Amendment by Board of Directors. The Board of Directors is expressly authorized to alter, amend or repeal the Bylaws of the Corporation and to adopt new Bylaws, subject to repeal or change by vote of the holders of the Series A Common Stock.

ARTICLE VIII Limitation of Liability and Indemnification

1. Limitation of Directors' Liability. A director of this Corporation shall not be personally liable to this Corporation or its shareholders for money damages for any action taken, or any failure to take action, as a director except for liability for (i) the amount of a financial benefit received by a director to which he is not entitled, (ii) an intentional infliction of harm on the Corporation or the shareholders, (iii) a violation of Idaho Code § 30-29-833, or (iv) an intentional violation of criminal law. If the Idaho Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent permitted by the Idaho Business Corporation Act, as so amended.

2. Indemnification. The Corporation shall indemnify the directors and officers of the Corporation to the fullest extent permitted by the Idaho Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Idaho Business Corporation Act permitted the Corporation to provide prior to such amendment). Without limitation of the foregoing, the Corporation shall indemnify a director against liability (as defined in Idaho Code § 30-29-850(5)) to any person, for any action taken, or any failure to take action, as a director except for liability for (i) the amount of a financial benefit received by a director to which he is not entitled, (ii) an intentional infliction of harm on the Corporation or the shareholders, (iii) a violation of Idaho Code § 30-29-833, or (iv) an intentional violation of criminal law.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this ARTICLE VIII shall not adversely affect any right or protection of an agent of this Corporation relating to acts or omissions occurring prior to such repeal or modification.

DATED this 8th day of March, 2019.



Jason Haugen