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SECRETARY OF STATE
STATE OF IDAHO

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

BASELINE, INC.

Effective on the date filed with the Idaho Secretary of State, and pursuant to Idaho Code Sections 30-29-1003 and 30-29-1007, the following Amended and Restated Articles of Incorporation ("**Articles of Incorporation**") of Baseline, Inc., an Idaho corporation (the "**Corporation**") are submitted for filing:

Article 1

NAME OF THE CORPORATION

The name of the corporation is Baseline, Inc. and its mailing address is 10259 W Emerald St., Suite 160, Boise, ID 83704.

Article 2

DURATION

The Corporation's duration is perpetual.

Article 3

PURPOSES OF THE CORPORATION

The Corporation is organized for the purpose of transacting any and all lawful business for which a corporation may be incorporated under the Idaho Business Corporation Act, Idaho Code Sections 30-29-101, etc. ("**IBC**A").

Article 4

SHARES

4.1 Capital Stock. The Corporation is authorized to issue two classes of capital stock, to be designated respectively "**Common Stock**" and "**Preferred Stock**" (the Common Stock and Preferred Stock shall collectively be referred to as "**Capital Stock**"). The total number of shares of Capital Stock which the Corporation shall have the authority to issue is thirty-five million (35,000,000) shares, with no par value per share. Twenty-Five million (25,000,000) shares shall be Common Stock and ten million (10,000,000) shares shall be Preferred Stock. Ten million (10,000,000) shares of Preferred Stock shall be designated as Series A Preferred Stock ("**Series A**").

4.2 Preferred Stock. The Preferred Stock may be issued in one or more series. The Board of Directors is authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, relative powers, preferences, and rights and qualifications, limitations or restrictions of all such series. The authority of the Board of Directors with respect to each series will include, without limiting the generality of the foregoing, the determination of any or all of the following:

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(a) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

(b) the voting powers, if any, and whether such voting powers are full or limited in such series;

(c) the redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid;

(d) whether dividends, if any, will be cumulative or noncumulative, the dividend rate of such series, and the dates and preferences of dividends on such series;

(e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(f) the provisions, if any pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes of stock, or any other security of the Corporation or any other corporation or other entity, and the price or prices or the rates of exchange applicable thereto;

(g) the right, if any, to subscribe for or to purchase any securities of the Corporation or any other corporation or entity;

(h) the provisions, if any, of a sinking fund applicable to such series; and

(i) any other relative, participating, optional, or other special powers preferences, rights, qualifications, or restrictions thereof;

(j) all as may be determined from time to time by the Board of Directors and stated in the resolution or resolutions providing for issuance of such Preferred Stock (collectively, a **"Preferred Stock Designation"**). Without limiting the generality of the foregoing, and subject to the rights of any series of Preferred Stock then outstanding, the Preferred Stock Designation may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

4.3 Treasury Shares.

4.3.1 Common Stock. Unless a resolution of the Board of Directors provides that reacquired Common Stock shall constitute authorized but unissued shares of Common Stock, any shares of Common Stock reacquired by the Corporation shall be Common Stock treasury shares and may be held, used, resold, or disposed of free of any restrictions that would be imposed on the original issuance of shares of Common Stock of the Corporation.

4.3.2 Preferred Stock. Each share of Preferred Stock issued by the Corporation, if reacquired by the Corporation (whether by redemption, repurchase, conversion to Common Stock or other means), shall upon such reacquisition resume the status of authorized and unissued shares of Preferred Stock, undesignated as to series and available for designation and issuance by the Corporation in accordance with Section 3.2.

4.4 Voting. Except as may otherwise be provided in a Preferred Stock Designation, each outstanding share of Common Stock and Preferred Stock shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of shareholders, including election of directors of the Corporation and other corporate purposes. Shareholders of the Corporation shall not have the right to cumulate their votes for Board of Directors.

Article 5

SERIES A PREFERRED STOCK DESIGNATION

5.1 Dividend Rights. The holders of Series A shall be entitled to dividends when declared with respect to the Corporation's Common Stock, but only when, as and if declared by the Board of Directors and only out of funds that are legally available for the payment of dividends. If a dividend is declared or paid on any share of Common Stock, a dividend also shall be paid on all outstanding shares of Series A in an amount equal per share (on an as-if-converted-to-Common-Stock basis) to the amount paid or set aside for each share of Common Stock.

5.2 Voting Rights.

5.2.1 General Rights. Except as otherwise required by law, or these Articles of Incorporation of the Company, each share of the Series A issued and outstanding shall have the number of votes equal to the number of shares of Common Stock into which it is convertible as adjusted from time to time pursuant to 5.4. Fractional votes by shares having fractional interests are permitted. Except as otherwise required by law or these Articles of Incorporation of the Company, the Common Stock and the Series A shall vote together as a single class.

5.2.2 Additional Protections: Separate Vote of Series A Preferred Stock. For so long as fifty-one percent (51%) of the shares of Series A remain outstanding, in addition to any other vote or consent required in these Articles of Incorporation, or by law, the vote or written consent of the holders of two-thirds of the outstanding shares of Series A, voting together as a class, shall be necessary for effecting or validating the following actions:

(a) Any amendment, alteration or repeal of, or addition to, any provision of the Articles of Incorporation or Bylaws of the Corporation that affects adversely the rights, preferences or privileges of the Series A or increases or decreases the number of authorized shares of Series A;

(b) The creation of any new series or class of shares having a preference or priority as to dividends or assets superior to that of the Series A;

(c) The creation of any bonds, notes or other obligations convertible into, exchangeable for or having option rights to purchase shares of stock with any preference or priority as to dividends or assets superior to that of the Series A;

(d) The reclassification of any class or series of Common Stock into shares with any preference or priority as to dividends or assets superior to that of the Series A;
or

- (e) The voluntary dissolution or liquidation of the Corporation.

5.3 Liquidation Preference.

5.3.1 Unpaid Dividends. Each holder of the Series A shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock, by reason of their ownership thereof, an amount equal to all declared or accrued but unpaid dividends for each share of the Series A then held by such holder. If upon occurrence of such event, the assets and funds thus distributed among the holders of the Series A shall be insufficient to permit the payment to such holders of the full preferential amount, the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A in proportion to the shares held, as provided in this Section 5.3.1, that each such holder is otherwise entitled to receive.

5.3.2 Additional Distributions to Series A. After payment has been made to the holders of the Series A of the full amounts to which they shall be entitled as provided for in Section 5.3.1, remaining assets of the Corporation available for distribution to shareholders shall be distributed ratably among the holders of the Common Stock and the Series A in accordance with the number of shares of Common Stock then held (assuming full conversion of all shares of Series A) by each such holder of Common Stock and Series A.

5.3.3 Consideration. If any distribution by the Corporation consists of assets other than cash or securities, the value of such assets will be determined in good faith by the Corporation's Board of Directors. Any securities to be delivered to the holders of the Common Stock or Series A pursuant to Sections 5.3.1 or 5.3.2 above shall be valued as follows:

(a) **Securities Exchange.** If traded on a securities exchange or through the NASDAQ National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) trading-day period ending three (3) days prior to the closing of the applicable Corporate Change;

(b) **Over the Counter.** If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30) trading-day period ending three (3) days prior to the closing of the applicable Corporate Change; and

(c) **No Active Public Market.** If no active public market for the securities exists, the value shall be the fair market value thereof, as determined by the Board of Directors acting in good faith, and if contested by the holders of a majority of the voting power of the Series A, then by an arbitration governed by the rules and procedures of the American Arbitration Association and conducted by a neutral arbitrator mutually agreeable to the Board of Directors, on the one hand, and a majority of the voting power of the Series A on the other.

5.4 Conversion. The holders of the Series A shall have conversion rights as follows (the "Conversion Rights"):

5.4.1 Optional Conversion. Each share of the Series A shall be convertible at the option of the holder thereof, without payment of additional consideration, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Series A, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Issue Price (as defined in Section 5.4) by the Conversion Price (as defined in Section 5.4) applicable to such series of Preferred Stock at the time of conversion. The "**Issue Price**" for the Series A shall be \$0.50 per share (subject to adjustment of the fixed dollar amount for any stock splits, reverse stock splits, stock dividends, stock combinations, recapitalizations, reorganizations or the like for all or some of the shares). The initial "**Conversion Price**" of the Series A shall be \$0.4167, whereby the "**Initial Conversion Ratio**" shall equal 1.2 to 1. The Conversion Price of the Series A shall be subject to adjustment as provided in Section 5.4.

5.4.2 Automatic Conversion. Each share of the Series A shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Issue Price by the Conversion Price then in effect for such series of Series A in the event of the closing of the Corporation's initial firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of Common Stock of the Corporation to the public by a nationally recognized underwriter, from which the proceeds to the Corporation (prior to deduction of underwriter's commissions and expenses) equal or exceed One Hundred Million Dollars (\$100,000,000). In the event of the conversion of the Series A upon the Corporation's initial public offering, the conversion of the Series A shall be deemed to have occurred automatically immediately prior to the closing of such sale of securities.

5.4.3 Mandatory Conversion.

(a) *Trigger Events.* Upon the date and time, or the occurrence of an event, specified by the vote or written consent of the holders of two-thirds of the outstanding shares of Series A, voting together as a class, (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), all the outstanding shares of Series A shall automatically be converted into shares of Common Stock, at the then effective conversion rate, which shall equal the Issue Price divided by the effective Conversion Price, as adjusted pursuant to Section 5.4.

(b) *Procedural Requirements.* All holders of record of shares of Series A shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A pursuant to this Section 5.4.3. 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 Series A shall surrender his, her or its shares of Series A, as recorded on the records of the Corporation. All rights with respect to the Series A converted pursuant to Section 5.4.3(a), 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.

5.4.4 Mechanics of Conversion.

(a) **Fractional Shares.** No fractional share of Common Stock shall be issued upon conversion of the Series A. In lieu of any fractional shares to which the holder would

otherwise be entitled, the Corporation shall pay cash equal to the product of such fraction and the fair market value of the Common Stock as determined in good faith by the Board of Directors, or in the case of an automatic conversion pursuant to Section 5.4.1, at the price of the initial public offering.

(b) **Notice of Conversion.** Before any holder of the Series A shall be entitled to convert the same into full shares of Common Stock, such holder shall give written notice to the Corporation at its principal corporate office that such holder elects to convert the Series A (except that no such written notice of election to convert shall be necessary in the event of an automatic conversion pursuant to Section 5.4.2 or mandatory conversion pursuant to 5.4.3). The Corporation shall, as soon as practicable thereafter, record electronically, via book-entry form, the number of book-entry shares of Common Stock to which such holder shall be entitled as aforesaid and a check payable to such holder in the amount of any cash amount payable as the result of a conversion into fractional shares of Common Stock, and any declared and unpaid dividends on the converted Series A. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of the Series A to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date (except that in the event of (i) an automatic conversion pursuant to Section 5.4.2, such conversion shall be deemed to have been made immediately prior to the triggering event, and (ii) a mandatory conversion pursuant to Section 5.4.3, such conversion shall be deemed to have been made at the Mandatory Conversion Time).

(c) **Conditional Delivery.** If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering shares of the Series A for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A shall not be deemed to have converted such Series A until immediately prior to the closing of such sale of securities.

5.4.5 Adjustments to Conversion Price for Diluting Issues.

(a) **Special Definitions.** For purposes of this Section 5.4.5, the following definitions shall apply:

(i) **"Options"** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (as defined in Section 5.4.5(a)(iii)).

(ii) **"Original Issue Date"** shall mean the date when a share of the Series A was first issued.

(iii) **"Convertible Securities"** shall mean indebtedness, shares (other than Common Stock and Series A), or other securities convertible into or exchangeable for Common Stock.

(iv) **"Additional Shares of Common"** shall mean all shares of Common Stock issued (or, pursuant to Section 5.4.5(c), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable or deemed to be issued:

- (A) upon conversion of shares of the Series A; or
- (B) as a result of an adjustment made pursuant to Section 5.4.5(d); or
- (C) upon exercise of Options granted, or conversion of Convertible Securities issued and outstanding, as of the Original Issue Date; or
- (D) to directors, officers or employees (or consultants whose role is or will be equivalent to an employee) of the Corporation pursuant to an agreement or an option plan or a purchase plan or another director, officer or employee stock incentive program approved by the Board of Directors of the Corporation, up to a maximum of 3,300,000 shares; or
- (E) in connection with bona fide acquisitions, mergers or similar transactions which are approved by the Board of Directors of the Corporation; or
- (F) as a dividend or distribution on the Series A or any event for which adjustment is made pursuant to Sections 5.4.6 or 5.4.7; or
- (G) which are otherwise excluded from the definition of "Additional Shares of Common" by the affirmative vote or written consent of the holders of sixty-seven percent (67%) of the holders of the Series A then outstanding; or
- (H) by way of dividend or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clauses (A) through (I) or on shares of Common Stock so excluded; or
- (I) upon conversion or exercise of (i) warrants to purchase an aggregate of 1,171,926 shares of Common Stock, (ii) warrants to purchase an aggregate of 185,238 shares of Series A (which may be subsequently converted to Common Stock), and (iii) executive loans convertible into shares of Common Stock, at \$0.50 per share, issued to Scott DeHart, Tim Hickenlooper, and Ralph Tenbrink, each of clauses (i), (ii), and (iii) as adjusted to reflect any subsequent adjustments pursuant to the terms of such notes or warrants;

(b) **No Adjustment of Conversion Price.** No adjustment in the Conversion Price of a share of the Series A shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to, such issue, for such share of the Series A.

(c) **Deemed Issue of Additional Shares of Common Stock.**

(i) *Options and Convertible Securities.* In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class or securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto assuming the satisfaction of any conditions to exercisability and without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock 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 of such Options or Convertible Securities, or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued with respect to a new series of Preferred Stock unless the consideration per share (determined pursuant to Section 5.4.5(e) hereof) of such Additional Shares of Common Stock would be less than the Conversion Price in effect on the date of, and immediately prior to, such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities that shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

i. in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities that were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

ii. in the case of Options for Convertible Securities only, the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(D) no readjustment pursuant to clause (B) or (C) above shall have the effect of increasing the Conversion Price to an amount that exceeds the lower of (i) the Conversion Price on the original adjustment date prior to the original adjustment, or (ii) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(ii) *Stock Dividends and Subdivisions.* In the event that the Corporation at any time or from time to time after the Original Issue Date shall declare or pay any dividend on the Common Stock payable in Common Stock, or effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by reclassification or otherwise than by payment of a dividend in Common Stock), then and in any such event, Additional Shares of Common Stock shall not be deemed to have been issued, but rather the provisions of Section 5.4.6(b) below shall apply.

(d) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 5.4.5(c)) after the Original Issue Date without consideration or for a consideration per share less than the Conversion Price for the Series A in effect on the date of and immediately prior to such issue, then and in such event, the Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Conversion Price in effect immediately prior to such issue by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue (including shares of Common Stock deemed to be issued pursuant to Section 5.4.5(c)(i) other than the Additional Shares of Common Stock for which the adjustment is being made) plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue (including shares of Common Stock deemed to be issued pursuant to Section 5.4.5(c)(i) other than the Additional Shares of Common Stock for which the adjustment is being made) plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issuance shall be calculated on a fully diluted basis, as if all shares of Series A and all Convertible Securities had been fully converted into shares of Common Stock immediately prior to such issuance and any Options, outstanding warrants, or other rights for the purchase of shares of Capital Stock or Convertible Securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of Common Stock, if so convertible) as of such date.

(e) **Determination of Consideration.** For purposes of this Section 5.4.5, the consideration received by the Corporation, before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof, for the issue of any Additional Shares of Common Stock shall be computed as follows:

(i) *Cash and Property.* Such consideration shall:

(A) 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 or accrued dividends;

(B) Insofar as it consists of property other than cash, be determined as set forth in Section 5.3.3 above; and

(C) In the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration that covers both, the consideration for the Additional Shares of Common Stock shall be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(ii) *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 Section 5.4.5(c)(i), relating to Options and Convertible Securities, shall be determined by dividing;

(A) 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

(B) 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.

5.4.6 Adjustments for Combinations, Consolidations, Dividends or Subdivisions of Common.

(a) **Combinations or Consolidations.** In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Conversion Price in effect immediately prior to such combination or consolidation shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(b) Dividends or Subdivisions. In the event the Corporation shall declare or pay any dividend on the Common Stock payable in Common Stock or in the event the outstanding shares of Common Stock shall be subdivided, by reclassification or otherwise than by payment of a dividend in Common Stock, into a greater number of shares of Common Stock, the Conversion Price in effect immediately prior to such dividend or subdivision shall be proportionately decreased:

(i) In the case of any such dividend, immediately after the close of business on the record date for the determination of holders of any class of securities entitled to receive such dividend; or

(ii) In the case of any such subdivision, at the close of business on the date immediately prior to the date upon which such corporate action becomes effective.

If such record date shall have been fixed and such dividend shall not have been fully paid on the date fixed therefor, the adjustment previously made to the Conversion Price that became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted as of the time of actual payment of such dividend.

5.4.7 Adjustment for Other Distributions. In the event the Corporation at any time or from time to time makes or fixes a record date for the determination of holders of Common Stock entitled to receive any distribution payable in securities of the Corporation other than shares of Common Stock and other than as otherwise adjusted in this 5.4, then and in each such event, provision shall be made so that the holders of the Series A shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation that they would have received had their shares of the Series A been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them during such period, subject to all other adjustments required during such period under this 5.4 with respect to the rights of the holders of the Series A.

5.4.8 Adjustment for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A shall be changed into the same or a different number of shares of any other class or classes of stock or other securities or property, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 5.4.6 above or a Corporate Change as provided for in 5.3 above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the Series A shall be convertible into, in lieu of the number of shares of Common Stock that the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock or other securities or property equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A immediately before that change and, in any such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of the Series A, to the end that the

provisions set forth herein (including provisions with respect to change in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon conversion of the Series A.

5.4.9 No Impairment. The Corporation will not, by amendment of its Articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but will at all times in good faith assist in the carrying out of all the provisions of this 5.4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A against impairment.

5.4.10 Increase Authorized Common Stock. The Corporation shall from time to time in accordance with the laws of the State of Idaho increase the authorized amount of its Common Stock if at any time the number of Common Stock shares remaining unissued and available for issuance shall not be sufficient to permit conversion of the Series A and other Convertible Securities.

5.4.11 Adjustments to Book-Entry Stock. Upon the occurrence of each adjustment or readjustment of a Conversion Price pursuant to this 5.4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the Series A a notice setting forth such book-entry stock adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of the Series A, furnish or cause to be furnished to such holder a notice of book-entry setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Series A.

5.4.12 Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders of such securities who are entitled to receive any dividend (other than a cash dividend) or other distribution, or any right to subscribe for, purchase, or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of the Series A at least twenty (20) days prior to the record date specified in such notice, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution, or rights, and the amount and character of such dividend, distribution, or right.

Article 6

NO REISSUANCE OF PREFERRED STOCK

No shares of the Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise, shall be reissued and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

Article 7
REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation is 10259 W Emerald St., Ste 160, Boise, ID 83704. The name of the registered agent at such address is Joe Wallace.

Article 8
BOARD OF DIRECTORS

8.1 Corporate Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitation set forth in Article 5.

8.2 Board of Directors. The number of directors constituting the Board of Directors of the Corporation will be no less than five (5) and no greater than nine (9). Until changed as provided in the Corporation's Bylaws, the number of directors who constitute the Board of Directors is six (6) elected by the holders of Common Stock and Preferred Stock, voting together as a single class on an as-converted basis.

Article 9
CORPORATION SALES OF STOCK:
SHAREHOLDER FIRST REFUSAL RIGHTS

9.1 Shareholders' Right of First Refusal on Corporation Sales. In the event that the Corporation desires to obtain additional capital through the sale of Capital Stock, the Corporation grants to each shareholder of Capital Stock (each a "**Shareholder**") a right of first refusal ("**First Refusal Right**") to purchase the Shareholder's pro rata proportion of any stock or other securities that the Corporation may, from time to time, issue or propose to issue. The stock or other securities issued or to be issued by the Corporation is defined in Section 6.2 as the New Securities. The Shareholder's pro rata proportion is defined in Section 6.3 as the New Securities Proportion.

9.2 New Securities.

9.2.1 Definition. "**New Securities**" shall mean any authorized and previously unissued shares and treasury shares of Capital Stock of the Corporation issued after the effective date of this Agreement, including (i) Common Stock and any series of Preferred Stock, whether or not now authorized, (ii) rights, options or warrants to purchase shares of Common Stock or Preferred Stock, and (iii) securities of any type whatsoever that are, or may become, convertible into shares of Common Stock or Preferred Stock.

9.2.2 Exceptions. The phrase "**New Securities**" does not include (i) stock issued in connection with any stock split, reverse stock split, stock dividend, consolidation or recapitalization of the Corporation including, but not limited to, the stock dividend to the Shareholders contemplated as part of the Corporation's restructuring and recapitalization, (ii) shares issued by the Corporation in connection with the Sale of the Corporation (as defined in Section 6.4), (iii) up to a maximum of 20% of the Corporation's outstanding shares on a fully diluted basis issued to employees, officers and directors of the Corporation pursuant to any

stock option plan, stock purchase plan or similar plan approved by the Corporation's Board of Directors (as the percentages and numbers may be adjusted for stock splits, reverse stock splits, stock dividends, consolidations, recapitalization, and the like); (iv) up to a maximum of 20% of the Corporation's outstanding shares on a fully diluted basis issued to current Shareholders or third parties with respect to debt securities, entered by the Company, including (without limitation) the entering or granting convertible promissory notes, warrants, rights to purchase shares of Common Stock or Preferred Stock, (v) shares issued in connection with a public offering of the Corporation's securities and (vi) shares excluded from this section by vote or written consent of the holders of a majority in interest of the outstanding shares of Common Stock and Preferred Stock.

9.3 New Securities Proportion. "New Securities Proportion" shall mean the ratio that the sum of the number of Capital Stock (on a fully converted basis) then held by a Shareholder bears to the sum of the total number of Capital Stock (on a fully converted basis) then outstanding prior to giving effect to the proposed issuance of New Securities.

9.4 Sale of Corporation. "Sale of the Corporation" shall mean (i) a consolidation, merger or other business combination of the Corporation with or into any other corporation or corporations, or other corporate reorganization immediately after which the shareholders of the Corporation prior to the business combination or reorganization hold less than 50% of the voting power of the surviving corporation, (ii) a sale or transfer, or a series of sales, transfers or related transactions after which all or substantially all of the assets of the Corporation are sold or transferred, or (iii) a sale or transfer in one transaction or a series of related transactions of more than 50% of the voting power of the Corporation.

9.5 Notice of Corporation's Proposed Issuance of Capital Stock. In the event the Corporation proposes to issue New Securities, the Corporation shall give each Shareholder written notice that shall describe (i) the Corporation's intention to issue New Securities, (ii) the type and amount of the New Securities, (iii) the price of the New Securities, and (iv) the general terms upon which the Corporation proposes to issue the New Securities.

9.6 Shareholder's Exercise of the First Refusal Right. Each Shareholder shall have 28 calendar days from the date of receipt of the notice identified in Section 6.5 to exercise the Shareholder's First Refusal Right, upon the terms specified in the notice, in (i) an amount of New Securities up to the Shareholder's New Securities Proportion and (ii) an amount of New Securities in excess of the Shareholder's New Securities Proportion that are not otherwise purchased by other Shareholders. A Shareholder shall exercise the Shareholder's right by giving written notice (the "First Refusal Exercise Notice") to the Corporation and stating in the First Refusal Exercise Notice (i) the Shareholder's exercise of the First Refusal Right and (ii) the quantity of New Securities to be purchased. Shareholders wishing to purchase more than their New Securities Proportion may specify in the First Refusal Exercise Notice any greater amount of Capital Stock that the Shareholder desires to purchase. If any Shareholder fails to purchase that Shareholder's New Securities Proportion, any other Shareholder who has exercised the right to purchase the full amount of the Shareholder's New Securities Proportion ("Fully Purchasing Shareholder") shall have the right to purchase the New Securities offered to Shareholders and not otherwise purchased, with such right to be in proportion to the number of Capital Stock held by each Fully Purchasing Shareholder compared to the number of Capital Stock held by all Fully Purchasing Shareholders. The First Refusal Exercise Notice shall create

a valid, legally binding and enforceable agreement, subject to and in accordance with the terms of this Agreement and the First Refusal Exercise Notice.

9.7 Price. The price per share of Capital Stock at which Shareholders shall purchase the shares of Capital Stock pursuant to the First Refusal Right shall be the same price per share at which the Corporation is generally issuing or proposing to issue the New Securities.

9.8 Payment Terms. The terms for paying the amount due to the Corporation upon exercise of the First Refusal Right shall be same payment terms at which the Corporation is generally issuing or proposing to issue the New Securities.

9.9 Closing. The transaction shall be closed within the same time, and on terms and conditions, at which the Corporation is generally issuing or proposing to issue the New Securities.

9.10 Corporation's Right to Sell to Third Parties. To the extent that the Shareholders fail to exercise in full the First Refusal Right pursuant to Section 6.6, or fail to close pursuant to Section 6.9, the Corporation shall have six (6) months after the expiration of the 28 calendar day period set forth in Section 6.6 to close the sale of the New Securities not purchased by the Shareholders at the price and upon general terms no more favorable to the purchasers of the New Securities than specified in the Corporation's notice provided to Shareholders pursuant to Section 6.5. In the event the Corporation has not closed the sale within the six (6) month period set forth in this Section 6.10, the Corporation shall not thereafter issue or sell any New Securities without first re-offering the New Securities to the Shareholders as required by this Article 6.

9.11 No Assignment of Right of First Refusal. The First Refusal Right set forth in this Article 6 is nonassignable by a Shareholder, by operation of law or otherwise.

Article 10

PROTECTIVE PROVISIONS CONCERNING CAPITAL STOCK.

In addition to any other rights provided by law, the written consent or affirmative vote of the holders of at least two-thirds of the outstanding shares of the Common Stock and Preferred Stock, voting together as a class, shall be required before the Corporation may affect any of the actions listed below.

10.1.1 Authorize or Approve a Corporate Change. Authorize or approve a Corporate Change.

10.1.2 Corporate Change. The term "Corporate Change" shall be defined to mean any one or more of the following events:

(a) Consolidation or Merger. A consolidation or merger of the Corporation with or into any other entity, person, or corporation, other corporate reorganization, or acquisition that results in the transfer of more than fifty percent (50%) of the outstanding voting power of the Corporation (other than (i) consolidations, mergers or acquisitions in the ordinary course of business and which do not result in the transfer of more than fifty percent (50%) of the

outstanding voting power of the Corporation or (ii) mergers effective exclusively for the purpose of changing the domicile of the Corporation).

(b) **Sale in a Single Transaction.** A sale in a single transaction or a series of related transactions after which more than fifty percent (50%) of the outstanding equity securities of the Corporation are held by one or more third parties who were not shareholders of the Corporation immediately prior to the commencement of such transaction or series of transactions.

(c) **Sale in a Series of Transactions.** A series of sales or related transactions after which all or substantially all of the assets of the Corporation are sold and more than fifty percent (50%) of the outstanding equity securities of the acquiring entity are held by one or more third parties who were not shareholders of the Corporation immediately prior to the commencement of the sale of all or substantially all of the assets.

(d) **Liquidation, Dissolution, or Windup.** The liquidation, dissolution or winding-up of the Corporation.

10.1.3 Debt. Incur any debt or issue any debt securities whereby the total debt to equity ratio of the Corporation would exceed one to four (1:4). The Board of Directors will determine the equity value of the Corporation with respect to any calculation of the debt to equity ratio.

Article 11

LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Limitation of Liability. To the fullest extent permitted by law, the directors and officers 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 or officer except for liability for (i) the amount of a financial benefit received by a director or officer to which the director or officer is not entitled, (ii) an intentional infliction of harm on the Corporation or its shareholders, (iii) a violation of Idaho Code § 30-29-833, or (iv) an intentional violation of criminal law. If the IBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of this Corporation shall be eliminated or limited to the fullest extent permitted by the IBCA as so amended. Any repeal or modification of the foregoing provisions of this Article 11 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.

11.2 Indemnification and Expenses. The Corporation is obligated to indemnify and advance expenses to the directors and officers of the Corporation to the fullest extent permitted by the IBCA. If the IBCA is amended to permit greater indemnification of or advancement of expenses to the directors or officers, then the directors and officers of the Corporation are entitled to such greater rights of indemnification and advancement of expenses as permitted by the amendment to the IBCA.

11.3 Accrual of Rights. Any repeal or modification of this Article 11 by the shareholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

**Article 12
AMENDMENT OF ARTICLES AND BYLAWS**

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 stockholders of the Corporation are granted subject to this reservation.

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 holders of a majority of shares of the Corporation's Common Stock and Preferred Stock.

**Article 13
APPROVAL**

1. Approval by Directors. These Amended and Restated Articles of Incorporation were adopted by the Board of Directors of the Corporation on April 20, 2016.

2. Shareholder Approval. These Amended and Restated Articles of Incorporation were adopted by the Shareholders of the Corporation by the shareholders, on May 12, 2016, as required pursuant to the Corporation's Articles of Incorporation, holding (i) 5,982,761(75.3%) of the shares of Common Stock of the Company and (ii) 5,854,682 (78.15%) of the Series A Preferred Stock.

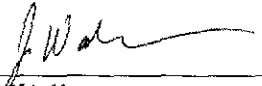
**Article 14
EXECUTION**

For the purpose of amending and restating the Corporation's Articles of Incorporation under the laws of the State of Idaho, the undersigned has executed these Amended and Restated Articles of Incorporation on May 13, 2016.



By:
Tim Hickenlooper
President

I consent to serve as registered agent for Baseline, Inc.



Joe Wallace