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S. TALLENT

APR 20 2017

Amend

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17 APR 18 PM 3:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Cardiff International, Inc.

DOCUMENT NUMBER: P14000072009

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

Please return all correspondence concerning this matter to the following:

Daniel R Thompson
Name of Contact Person
Cardiff International, Inc.
Firm/ Company
401 E Las Olas Blvd. Suite 1400
Address
Ft. Lauderdale, FL 33301
City/ State and Zip Code
Dthompson@cardiffusa.com ✓
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Daniel Thompson at (818) 535-5144
Name of Contact Person Area Code & Daytime Telephone Number

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

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$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

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
CARDIFF INTERNATIONAL, INC.
ARTICLES OF DESIGNATION, PREFERENCES, AND RIGHTS OF
SERIES "K" RIGHTS & PRIVILEGES**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
17 APR 18 PM 3:22
FILED

The undersigned Chief Executive Officer of CARDIFF INTERNATIONAL, INC. (the "Company"), a company organized and existing under the laws of the State of Florida, certifies that pursuant to the authority contained in the Company's Articles of Incorporation, and in accordance with the provisions of the resolution creating a series of the class of the Company's authorized Preferred Stock designated as Series K 1.25% Convertible Preferred Stock:

FIRST: The Articles of Incorporation of the Company authorizes the issuance of nine million six hundred seven thousand eight hundred and forty-seven (9,607,840) shares of preferred stock, \$0.001 par value (the "Preferred Stock"), and further, authorizes the Board of Directors of the Company, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the shares of Preferred Stock into one series and, without limiting the generality of the foregoing, to fix and determine the designation of each such share, and its preferences, conversion rights, cumulative, relative, participating, optional, or other rights, including voting rights, qualifications, limitations, or restrictions thereof.

SECOND: At a meeting of the Board of Directors, held on February 6, 2017 (the "Issuance Date"), the directors unanimously approved the designation of 35 million (35,000,000) shares of the Preferred Stock as Series K 1.25% Convertible Preferred Stock at a price of \$0.25 per share (the "Original Purchase Price"). The designations, powers, preferences and rights, and the qualifications, limitations or restrictions hereof, in respect of the Series K 1.25% Convertible Preferred Stock shall be as hereinafter described.

Accordingly, Article V of the Articles of Incorporation of this Company is amended to include the following:

Series K 1.25% Convertible Preferred Stock

1.
Designation and Number of Shares. Nine million six hundred seven thousand eight hundred and forty-seven (9,607,840) shares of preferred stock (the "Shares") are hereby designated as Series K 1.25% Convertible Preferred Stock (the "Series K 1.25% Preferred Stock").

2.
Ranking. The Series K 1.25% Preferred Stock shall, with respect to distribution rights upon the Liquidation (as defined in Section 3 below) of the Company and dividend rights, rank (a) subject to clause (b) senior to the common stock, par value \$0.001 per share, of the Company (the "Common Stock") and (b) as applicable, junior to or on a parity with such preferred stock of the Company the terms of which expressly provide that such preferred stock will rank senior to or on a parity with Series K 1.25% Preferred Stock. The Company may create, authorize and issue other series of preferred stock which rank senior to or pari passu with the Series K 1.25% Preferred Stock without the consent or approval of holders of Series K 1.25% Preferred Stock.

3.
Liquidation.

(a)
Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary ("Liquidation"), the holders of record of the shares of the Series K 1.25% Preferred Stock shall be entitled to receive, immediately after any distributions required by the Company's Articles of Incorporation and any Articles(s) of designation, powers, preferences and rights in respect of any securities of the Company having priority over the Series K 1.25% Preferred Stock with respect to the distribution of the assets of the Company upon Liquidation, and before and in preference to any distribution or payment of assets of the Company or the proceeds thereof may be made or set apart

with respect to any securities of the Company over which the Series K 1.25% Preferred Stock has priority with respect to the distribution of the assets of the Company upon Liquidation ("Junior Securities"), an amount in cash with respect to each share of Series K 1.25% Preferred Stock held by such holders, equal to the Original Issue Price per share (subject to adjustment in the event of stock splits, combinations or similar events) plus all accrued and unpaid dividends on such share as of the date of Liquidation, if any. If, upon such Liquidation, the assets of the Company available for distribution to the holders of Series K 1.25% Preferred Stock and any securities of the Company having equal priority with the Series K 1.25% Preferred Stock with respect to the distribution of the assets of the Company upon Liquidation ("Parity Securities") shall be insufficient to permit payment in full to the holders of the Series K 1.25% Preferred Stock and Parity Securities, then the entire assets and funds of the Company legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series K 1.25% Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon liquidation bears to the aggregate amount available for distribution on all shares of the Series K 1.25% Preferred Stock and of such Parity Securities, if any.

(b)

Upon the completion of the distributions required by paragraph (a) of this Section 3, if assets remain in the Company, they shall be distributed to holders of Junior Securities in accordance with the Company's Articles of Incorporation and any applicable Articles(s) of designation, powers, preferences and rights.

4.

Dividends. Subject to the rights of any other series or class of Preferred Stock that may from time to time come into existence which are pari passu with the Series K 1.25% Preferred Stock, the holders of Shares of Series K 1.25% Preferred Stock shall be entitled to receive, out of any assets legally available therefor, a cumulative dividend payable monthly on each share of Series K 1.25% Preferred Stock, calculated at a rate of 0.00 % of the Original Issue Price of any outstanding share of Series K 1.25% Preferred Stock. Unless provided otherwise herein, the dividends shall be paid in cash. Dividends shall be paid on a quarterly basis. The amount of such initial dividend, and any other dividend payable on the Series K 1.25% Preferred Stock for any partial dividend period, shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable record date, which shall be the first business day of each month (the "Dividend Payment Date") or on such other date designated by the Board of Directors for the payment of dividends that is not more than 20 nor less than 10 days prior to the Dividend Payment Date. With respect to any given year, no dividends shall be paid upon, or declared and set apart for, any shares of Common Stock or any other securities of the Company over which the Series K 1.25% Preferred Stock has priority with respect to the payment of dividends if the Board of Directors of the Company shall have failed duly and lawfully to declare and pay in full a cash dividend to the holders of Series K 1.25% Preferred Stock with respect to such year in the amount described above. If such dividends on the Series K 1.25% Preferred Stock shall not have been paid in full for the Series k 1.25% Preferred Stock, the aggregate deficiency shall be cumulative. Accumulations of cash dividends on the Series K 1.25% Preferred Stock shall not bear interest.

5.

Conversion Rights. Each holder of record of shares of the Series K 1.25% Preferred Stock will have the following rights to convert such holder's share of Series K 1.25% Preferred Stock into Common Stock as follows:

(a)

Optional Conversion. Subject to a Lock-Up/Leak-Out provision limiting the sale of stock and upon compliance with the provisions of this Section 5, the holder of any shares of Series K 1.25% Preferred Stock shall be required to hold such shares for the required 6 month period after which conversions and sales are limited to 25% of their portfolio per year, pursuant to the terms of the Acquisition Agreement. The Series K Preferred Stock was adjusted as a result of the authorization and declaration of special distribution to RTA's shareholders at __.00 per share with a conversion rate of 1 to 1.25 Common Stock. (A) the Original Purchase Price of such shares of Series K 1.25% Preferred Stock by (B) the Conversion Price (as defined in Section (5)(c) below) in effect on the Conversion Date (as defined in Section 5(d) below) upon the terms hereinafter set forth.

(b)

Mandatory Conversion. Each outstanding share of Series K 1.25% Preferred Stock shall be automatically converted into fully paid and non-assessable shares of Common Stock at the Conversion Price then in effect upon the occurrence of an initial public offering, merger, full or partial buyout, or other transaction where the common stock of the Company (or securities into which such common stock is converted or exchanged) is offered for sale or publicly traded (being listed on a national securities exchange or authorized for quotation on a national quotation system) and the holders of Series K 1.25% Preferred Stock have the opportunity to participate in such event.

(c)

Conversion Price. Each share of the Series K 1.25% Preferred Stock shall be convertible into that number of fully paid and non-assessable shares of Common Stock of the Company equal to the Original Purchase Price plus accrued and unpaid dividends to the date of conversion divided by the conversion price in effect at the time of conversion (the "Conversion Price"), determined as hereinafter provided. The Conversion Price shall initially be \$0.25 per share of Common Stock. The number of shares of Common Stock into which each share of Preferred Stock is convertible is herein referred to as the "Conversion Rate."

(d)

Mechanics of Conversion.

(i)

Before any holder of Series K 1.25% Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series K 1.25% Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series K 1.25% Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made or on the date of the occurrence of the event specified in Section 5(a) and such date is referred to herein as the "Optional Conversion Date."

(ii)

In the case of a mandatory conversion pursuant to Section 5(b), the Company shall give written notice (the "Mandatory Conversion Notice") to all holders of the Series K 1.25% Preferred Stock of its intention to require the conversion of the shares of Series K 1.25% Preferred Stock identified therein. The Mandatory Conversion Notice shall set forth the number of Series K 1.25% Preferred Stock being converted, the date on which such conversion shall be effective (the "Mandatory Conversion Date"), and shall be given no earlier than 30 days prior to the Mandatory Conversion Date. The Mandatory Conversion Notice shall be delivered to each holder at the address as it appears on the stock transfer books of the Company. In order to receive the shares of Common Stock into which the Series K 1.25% Preferred Stock is convertible pursuant to this Section 5(d)(ii), each holder of the Series K 1.25% Preferred Stock shall surrender to the Company at the place designated in the Mandatory Conversion Notice the certificate(s) representing the number of shares of Series k 1.25% Preferred Stock specified in the Mandatory Conversion Notice. Upon the Mandatory Conversion Date, such converted Series K 1.25% Preferred Stock shall no longer be deemed to be outstanding, and all rights of the holder with respect to such shares shall immediately terminate, except the right to receive the shares of Common Stock into which the Series K 1.25% Preferred Stock is convertible pursuant to this Section 5(d)(ii).

(iii)

All Common Stock which may be issued upon conversion of the Series k 1.25% Preferred Stock will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof. At all times that any shares of Series k 1.25% Preferred Stock are outstanding, the Company shall have authorized and shall have reserved for the purpose of issuance upon such conversion into Common Stock of all Series K 1.25% Preferred Stock, a sufficient number of shares of Common Stock to provide for the conversion of all

outstanding shares of Series K 1.25% Preferred Stock at the then effective Conversion Rate. Without limiting the generality of the foregoing, if, at any time, the Conversion Price is decreased, the number of shares of Common Stock authorized and reserved for issuance upon the conversion of the Series K 1.25% Preferred Stock shall be proportionately increased.

(e)

Conversion Price Adjustments. The Conversion Price shall be subject to the adjustment provisions of Section 6 below.

6.

Anti-Dilution Provisions. The Conversion Price in effect at any time and the number and kind of securities issuable upon the conversion of the Series K 1.25% Preferred Stock shall be subject to adjustment from time to time, upon the happening of the following events:

(a)

Consolidation, Merger or Sale. If any consolidation or merger of the Company with another person, or the sale, transfer or lease of all or substantially all of its assets to another person shall be effected in such a way that holders of shares of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for their shares of Common Stock, then provision shall be made, in accordance with this Section 6(a), whereby each holder of shares of Series K 1.25% Preferred Stock shall thereafter have the right to receive such securities or assets as would have been issued or payable with respect to or in exchange for the shares of Common Stock into which the shares of Series K 1.25% Preferred Stock held by such holder were convertible immediately prior to the closing of such merger, sale, transfer or lease, as applicable. The Company will not effect any such consolidation, merger, sale, transfer or lease unless prior to the consummation thereof the successor entity (if other than the Company) resulting from such consolidation or merger or the entity purchasing or leasing such assets shall assume by written instrument (i) the obligation to deliver to the holders of Series K 1.25% Preferred Stock such securities or assets as, in accordance with the foregoing provisions, such holders may be entitled to purchase, and (ii) all other obligations of the Company hereunder. The provisions of this Section 6(a) shall similarly apply to successive mergers, sales, transfers or leases.

(b)

Common Stock Dividends, Subdivisions, Combinations, etc. In case the Company shall hereafter (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Conversion Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

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(c)

Adjustment of Conversion Shares. Whenever the Conversion Price is adjusted pursuant to Sections 6(b) above and (e) below, the number of Conversion Shares issuable upon conversion of the Series K 1.25% Preferred Stock shall simultaneously be adjusted by multiplying the number of Conversion Shares initially issuable upon conversion of the Series K 1.25% Preferred Stock by the Conversion Price in effect on the date hereof and dividing the product so obtained by the Conversion Price, as adjusted.

(d)

Notice of Adjustment. Whenever the Conversion Price is adjusted, as herein provided, the Company shall promptly but no later than 10 days after any request for such an adjustment by the Holder, cause a notice setting forth the adjusted Conversion Price and adjusted number of Conversion Shares issuable upon exercise of each share of Series K 1.25% Preferred Stock, and, if requested, information describing the transactions giving rise to such adjustments,

to be mailed to the Holders at their last addresses appearing in the Share Register, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 6, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(c)

Receipt of Securities Other than Common Stock. In the event that at any time, as a result of an adjustment made pursuant to Section 6(b) above, the holders of the Series K 1.25% Preferred Stock thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon conversion of the Series K 1.25% Preferred Stock shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Sections 6(a) to (c) above.

7.

Redemption. Neither the Company nor the holders of the Series K 1.25% Preferred Stock shall have any right at any time to require the redemption of any of the shares of Series K 1.25% Preferred Stock, except upon and by reason of any liquidation, dissolution or winding-up of the Company, as and to the extent herein provided or as otherwise provided by 7(a) hereof. Nothing herein contained, however, shall be deemed to prohibit or impair the Company's ability, by agreement with any holder(s) of Series K 1.25% Preferred Stock, to redeem any or all of the outstanding shares of Series K 1.25% Preferred Stock at any time and from time to time, out of funds legally available therefor.

Mandatory Redemption. None.

(a)

Notice of Redemption. Except as otherwise provided herein, a holder of Series K 1.25% Preferred Stock shall mail written notice of each redemption or cross-purchase of any Series K 1.25% Preferred Stock to the Company thirty (30) days prior to the date fixed for redemption (the "Redemption Date"). Such notice shall include the date for redemption and the number of Series k 1.25% Preferred Stock held by such holder to be redeemed.

8.

Voting Rights. The holders of the Series K 1.25% Preferred Stock will have voting rights as required by law. To the extent that under the Florida Business Corporation Act the vote of the holders of the Series K 1.25% Preferred Stock, voting separately as a class, is required to authorize a given action of the Company, the affirmative vote or consent of the holders of at least a majority of the outstanding shares of the Series K 1.25% Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the outstanding shares of Series K 1.25% Preferred Stock (except as otherwise may be required under Florida Corporation law) shall constitute the approval of such action by the class.

9.

Reservation of Shares. The Company shall at all times reserve and keep available and free of preemptive rights out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series K 1.25% Preferred Stock pursuant to the terms hereof, such number of its shares of Common Stock (or other shares or other securities as may be required) as shall from time to time be sufficient to effect the conversion of all outstanding Series K 1.25% Preferred Stock pursuant to the terms hereof. If at any time the number of authorized but unissued shares of Common Stock (or such other shares or other securities) shall not be sufficient to affect the conversion of all then outstanding Series K 1.25% Preferred Stock, the Company shall promptly take such action as may be necessary to increase its authorized but unissued Common Stock (or other shares or other securities) to such number of shares as shall be sufficient for such purpose.

The foregoing Amendment was adopted by the Board of Directors of the Company pursuant to the Florida Business Corporation Act. Therefore, the number of votes cast for the Amendment to the Company's Articles of Incorporation was sufficient for approval.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its duly authorized officer.

Cardiff International, Inc.

By: 

Title: *Chairman*

Dated: 3/22/17

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

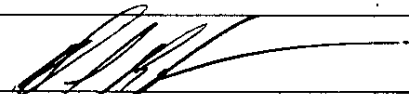
The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval
by _____."
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

April 12, 2017
Dated _____

Signature  _____

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Daniel R Thompson

(Typed or printed name of person signing)

Chairman

(Title of person signing)