

# 480434

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MORE BAKERY, INC.**

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*Amend & Restated*

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
MORE BAKERY, INC.**

Pursuant to Section 607.1007, Florida Statutes, the undersigned hereby makes, subscribes, acknowledges, and files with the Secretary of State of the State of Florida these Amended and Restated Articles of Incorporation for More Bakery, Inc. These articles amend, restate and supersede in their entirety the prior Articles of Incorporation filed for the corporation, as amended.

**ARTICLE I**

**Name**

The name of the corporation is **MORE BAKERY, INC.** (the "corporation").

**ARTICLE II**

**Principal Office Address and Mailing Address**

The mailing address and principal office address for the corporation is:

2512 N. 15th Street  
Tampa, Florida 33605

**ARTICLE III**

**Period of Duration**

The corporation shall begin existence on the date of filing of the original Articles of Incorporation of the corporation with the Florida Secretary of State, and shall continue into perpetuity, or until dissolved in a manner provided by applicable law.

**ARTICLE IV**

**Purposes and Powers**

The corporation may engage in the transaction of any or all lawful business for which a corporation may be formed under the laws of the State of Florida. The corporation shall have all powers conferred by the laws of the State of Florida upon corporations.

**ARTICLE V**

**Capital Stock**

This corporation is authorized to issue 2,500 shares of common stock, par value of \$1.00 per share. All or any part of said capital stock may be paid for in cash, in property or in labor or services actually performed for the corporation.

**ARTICLE VI**

**Registered Office and Registered Agent**

The street address of the corporation's present registered office is:

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201 North Franklin Street  
Suite 2000  
Tampa, Florida 33602

The present registered agent at such address is William M. Stainton. The corporation may change its registered office or its registered agent or both by filing with the Department of State of the State of Florida a statement complying with the Florida Business Corporation Act.

**ARTICLE VII**  
**Directors**

This corporation shall have at least one (1), but no more than seven (7) directors. The number of directors may be set, increased or decreased from time to time by the shareholders, provided that the corporation shall always have at least one director. The shareholders of the corporation may remove any director from office at any time, with or without cause.

**ARTICLE VIII**  
**Right of First Refusal**

A. Right of First Refusal. Subject to the terms and conditions specified in this Article VIII, each of Suzanne More Paul (also known as Margaret Suzanne Paul) and Jennifer More Stauffer (also known as Mary Jennifer Stauffer) (each a "ROFR Holder", and collectively, the "ROFR Holders") shall have a right of first refusal if (i) any Stockholder (the "Offering Stockholder") receives a bona fide offer from an Independent Third Party that the Offering Stockholder desires to accept to purchase all or a portion of the Equity Securities of the corporation (whether directly or by merger or consolidation) owned by the Offering Stockholder (the "Offered Shares"), (ii) the Offering Stockholder desires to make any Transfer of the Offered Shares to an Independent Third Party, which does not constitute a bona fide offer, (iii) the corporation receives a bona fide offer from an Independent Third Party that the corporation desires to accept to purchase all or substantially all of the assets of the corporation (the "Offered Assets"), (iv) the corporation desires to make any Transfer of the Offered Assets to an Independent Third Party, which does not constitute a bona fide offer, and/or (v) the corporation desires to issue or sell to any Independent Third Party any new shares of common stock or other Equity Securities in the corporation ("New Securities"). Each time the Offering Stockholder or the corporation receives a bona fide offer, or otherwise desires to make a Transfer that does not constitute a bona fide offer, for the Equity Securities or such assets, or otherwise desires to issue or sell New Securities, as the case may be, the Offering Stockholder or corporation, as applicable, shall first make an offering of the Offered Shares, Offered Assets or New Securities, as applicable, to the ROFR Holders in accordance with the following provisions of this Article VIII prior to Transferring such Offered Shares, Offered Assets or New Securities to the Independent Third Party.

Notwithstanding the foregoing, if a ROFR Holder elects not to exercise their right of first refusal (a/k/a preemptive right) respecting the purchase of New Securities, then any subsequent Transfer by an Independent Third Party of such issued New Securities to any Person shall not be further subject to this Article VIII.

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B. Offer Notice.

(i) The Offering Stockholder or the corporation, as applicable, shall, within ten (10) days of receipt of a bona fide offer from the Independent Third Party that it desires to accept, give written notice (the "Offering Stockholder Notice" or "Asset Transfer Notice", as applicable) to the ROFR Holders stating that he/it has received a bona fide offer from an Independent Third Party and specifying: (w) the number of Offered Shares to be sold by the Offering Stockholder, or Offered Assets to be sold, as applicable; (x) the name of the Person who has offered to purchase such Offered Shares or Offered Assets; (y) the per share purchase price, or purchase price for the assets, as applicable, and the other material terms and conditions of the proposed Transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (z) the proposed date, time and location of the closing of the proposed Transfer, which shall not be less than thirty (30) days from the date of the Offering Stockholder Notice or Asset Transfer Notice, as applicable.

(ii) In the event of a desired Transfer of the Offered Shares or the Offered Assets to an Independent Third Party, which does not constitute a bona fide offer, the Offering Stockholder or the corporation, as applicable, shall, within ten (10) days of receipt of the Valuation Report, give written notice of the Offering Stockholder Notice or Asset Transfer Notice, as applicable, to the ROFR Holders stating that he/it wishes to make a Transfer to an Independent Third Party and specifying: (w) the number of Offered Shares to be Transferred by the Offering Stockholder, or Offered Assets to be Transferred, as applicable; (x) the name of the Person receiving such Offered Shares or Offered Assets; (y) the per share value as set forth in the Valuation Report, or value for the assets as set forth in the Valuation Report, as applicable, and the other material terms and conditions (including, but not limited to, a full and complete copy of the Valuation Report); and (z) the proposed date, time and location of the closing of the proposed Transfer, which shall not be less than thirty (30) days from the date of the Offering Stockholder Notice or Asset Transfer Notice, as applicable.

(iii) In the event of a desired issuance or sale of New Securities to an Independent Third Party (or Parties), the corporation shall give written notice thereof (the "Preemptive Notice") to the ROFR Holders stating that the corporation desires to issue or sell New Securities to identified or unidentified Independent Third Party (or Parties) and specifying: (w) the number, class and type of New Securities to be issued or sold; (x) the per share value thereof established by the corporation's board of directors, and the other material terms and conditions of such issuance; and (y) the proposed date, time and location of the proposed sale and purchase, which shall not be less than thirty (30) days from the date of the Preemptive Notice.

(iv) The Offering Stockholder Notice, Asset Transfer Notice or Preemptive Notice, as applicable, shall constitute the Offering Stockholder's or the corporation's, as applicable, offer to Transfer the Offered Shares, Offered Assets or New Securities, as applicable, to the ROFR Holders, which offer shall be irrevocable until the end of the ROFR Notice Period.

(v) By delivering the Offering Stockholder Notice, the Offering Stockholder

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represents and warrants to each of the ROFR Holders that: (x) the Offering Stockholder has full right, title and interest in and to the Offered Shares; (y) the Offering Stockholder has all the necessary power and authority and has taken all necessary action to sell such Offered Shares as contemplated by this Article VIII; and (z) the Offered Shares are free and clear of any and all Liens.

(vi) By delivering the Asset Transfer Notice, the corporation represents and warrants to each of the ROFR Holders that: (x) the corporation has full right, title and interest in and to the Offered Assets, other than assets that are licensed; (y) the corporation has all the necessary power and authority and has taken all necessary action to sell such Offered Assets as contemplated by this Article VIII; and (z) the Offered Assets are free and clear of any and all Liens, other than Liens arising in the ordinary course of business.

(vii) By delivering the Preemptive Notice the corporation represents and warrants to each of the ROFR Holders that: (x) the corporation has all necessary power and authority to issue the New Securities; and (y) the New Securities are free and clear of any and all Liens.

C. Exercise of Right of First Refusal.

(i) Upon receipt of the Offering Stockholder Notice, Asset Transfer Notice or Preemptive Notice, as applicable, each ROFR Holder shall have thirty (30) days (the "ROFR Notice Period") to elect to purchase all (but not less than all) of the Offered Shares, or all (but not less than all) of the Offered Assets, or all (but not less than all) of the New Securities, as applicable, by delivering a written notice (a "ROFR Purchase Notice") to the Offering Stockholder or corporation, as applicable, stating that it offers to purchase such Offered Shares, Offered Assets or New Securities, as applicable, on the terms specified in the Offering Stockholder Notice, Asset Transfer Notice or Preemptive Notice, as applicable. Any ROFR Purchase Notice shall be binding upon delivery and irrevocable by the applicable ROFR Holder. If both ROFR Holders deliver a ROFR Purchase Notice, (y) in a sale of Equity Securities each such ROFR Holder (a "Purchasing ROFR Holder") shall be allocated one-half (1/2) of the Offered Shares or New Securities (as applicable), unless otherwise agreed by such Purchasing ROFR Holders, and (z) in a purchase of Offered Assets each such ROFR Holder shall be allocated a one-half (1/2) of an interest of a newly formed entity, which entity shall purchase title to the Offered Assets on behalf of the Purchasing ROFR Holders pursuant to this Article VIII, unless otherwise agreed by such Purchasing ROFR Holders.

(ii) Each ROFR Holder that does not deliver a ROFR Purchase Notice during the ROFR Notice Period shall be deemed to have waived all of such ROFR Holder's rights to purchase the Offered Shares, Offered Assets or New Securities, as applicable, under this Article VIII, and the Offering Stockholder or corporation, as applicable, shall thereafter, subject to the rights of any Purchasing ROFR Holder, be free to (y) Transfer the Offered Shares or Offered Assets to the Independent Third Party specified in the Offering Stockholder Notice or Asset Transfer Notice, as applicable, without any further obligation to such ROFR Holders, or (z) issue or sell the New

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Securities to any Independent Third Party (or Parties), without any further obligation to such ROFR Holders.

D. Consummation of Transfer. If no ROFR Holder delivers a ROFR Purchase Notice in accordance with this Article VIII, the Offering Stockholder or corporation, as applicable, may, during the 180-day period immediately following the expiration of the ROFR Notice Period (the "Waived ROFR Transfer Period"), as applicable, (y) Transfer all of the Offered Shares or Offered Assets to the Independent Third Party on terms and conditions no more favorable to the Independent Third Party than those set forth in the Offering Stockholder Notice or Asset Transfer Notice, or (z) issue or sell the New Securities to any Independent Third Party (or Parties) on terms and conditions no more favorable to the Independent Third Party than those set forth in the Preemptive Notice. If the Offering Stockholder or corporation does not Transfer the Offered Shares or Offered Assets or New Securities, as applicable, within such period or, if such Transfer is not consummated within the Waived ROFR Transfer Period, the rights provided hereunder shall be deemed to be revived and the Offered Shares, Offered Assets or New Securities shall not be Transferred to the Independent Third Party unless the Offering Stockholder or corporation sends a new Offering Stockholder Notice, Asset Transfer Notice or Preemptive Notice in accordance with, and otherwise complies with, this Article VIII.

E. Cooperation. The corporation, each Stockholder and each ROFR Holder shall take all actions as may be reasonably necessary to consummate the Transfer contemplated by this Article VIII including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

F. Closing. At the closing of any sale and purchase of Offered Shares pursuant to this Article VIII, the Offering Stockholder shall deliver to the Purchasing ROFR Holder(s) certificate or certificates representing the Offered Shares to be sold (if any), accompanied by stock powers with signatures guaranteed and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefore from such Purchasing ROFR Holder(s) by certified or official bank check or by wire transfer of immediately available funds. At the closing of any sale and purchase of Offered Assets pursuant to this Article VIII, the corporation shall deliver to the entity owned by the Purchasing ROFR Holder(s) a bill of sale for the purchased assets, against receipt of the purchase price therefore by certified or official bank check or by wire transfer of immediately available funds. At the closing of any sale and purchase of New Securities pursuant to this Article VIII, the corporation shall deliver to the Purchasing ROFR Holder(s) certificate or certificates representing the New Securities, against receipt of the purchase price therefore from such Purchasing ROFR Holder(s) by certified or official bank check or by wire transfer of immediately available funds. The closing shall occur at the date, time and location set forth in the Offering Stockholder Notice, Asset Transfer Notice or Preemptive Notice, as applicable.

G. Family Transfers. For avoidance of doubt, the Right of First Refusal described in Paragraph A above does not apply, and a Stockholder may at any time Transfer any shares of stock in the corporation or other Equity Securities in the corporation, to the Stockholder's lineal descendants, one or more trusts created for the sole benefit of the Stockholder's lineal descendants, or a Marital Trust created for the primary benefit of the Stockholder's spouse (all, collectively, "Family Members and Trusts"). Further, the Right of First Refusal described in Paragraph A does not apply to any assignment, pledge or encumbrance of any Equity Securities of the corporation

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or assets in favor of a bank or other lender for the purposes of obtaining credit for the benefit of the corporation, or any ultimate foreclosure or other transfer resulting from or related to any default under such credit documents.

H. Termination; No Assignment. The Right of First Refusal granted to a ROFR Holder in this Article VIII and any and all rights of a ROFR Holder hereunder shall terminate and be of no further force or effect upon the death of the ROFR Holder. A ROFR Holder may not sell, assign, transfer, pledge or encumber her rights under this Article VIII, as such rights are specific to the ROFR Holder, and therefore any such sale, assignment, transfer, pledge or encumbrance is void and of no legal force or effect.

I. Third Party Beneficiaries. The corporation and the Stockholders acknowledge that each of the ROFR Holders are third-party beneficiaries of this Article VIII.

J. Definitions. Capitalized terms used in this Article VIII have the meanings set forth below:

"Equity Securities" means any and all shares of common stock and any securities of the corporation convertible into, or exchangeable or exercisable for, such shares, and options, warrants or other rights to acquire such shares.

"Independent Third Party" means any Person who is not one of the following: (i) A. Copeland More, (ii) a lineal descendant of A. Copeland More; (iii) a trust created for the sole benefit of one or more lineal descendants of A. Copeland More; or (iv) a Marital Trust created for the primary benefit of A. Copeland More's spouse.

"Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

"Marital Trust" means an irrevocable trust created for the primary benefit of the Stockholder's spouse that provides, at a minimum, as follows: (i) the trustee shall be prohibited from distributing any shares of stock in the corporation or other Equity Securities in the corporation to such Stockholder's spouse; and (ii) upon such Stockholder's spouse's death, any shares of stock in the corporation or other Equity Securities in the corporation shall be distributed, either outright or in further trust, for the sole benefit of one or more lineal descendants of such Stockholder.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder which shall be in effect at the time.

"Transfer" means to, directly or indirectly, sell, transfer, issue, gift, devise, bequeath, or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer or similar disposition of, (i) the Equity Securities owned by a Person or any interest in any Equity Securities owned by a Person, or (ii) all or substantially all of the assets of such Person. "Transfer" as used herein does not include

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an assignment, pledge or encumbrance in favor of a bank or other lender for the purposes of obtaining credit for the benefit of the corporation, or any ultimate transfer resulting from or related to any default under such credit documents.

"Valuation Report" means an appraisal report setting forth the per share value of the corporation's stock, or the assets of the corporation, as applicable, which is completed by an independent valuation firm selected by the corporation. The expense of the Valuation Report shall be paid for as follows (i) one-half by the corporation or Offering Stockholder, as applicable, and (ii) one-half by the ROFR Holder(s).

#### ARTICLE IX Indemnification

A. Right to Indemnification. Except as limited by paragraph B hereinbelow, the corporation shall indemnify to the fullest extent authorized by the Florida Business Corporation Act Section 607.0850, Florida Statutes or as such law 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 such law permitted the corporation to provide prior to such amendment), each director and officer of the corporation who is or was a party to any proceeding by reason of the fact that he is or was a director or officer of the corporation or was serving at the request of the corporation as a director or officer of another corporation or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof. For purposes of this Article, the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal and the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the corporation. Indemnification and advancement of expenses as provided for in this Article shall continue to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

B. Exceptions. Indemnification or advancement of expenses shall not be made to or on behalf of any director or officer if a judgment or other final adjudication establishes that his action, or omissions to act, were material to the cause of action so adjudicated and constitute:

(1) A violation of criminal law, unless the director or officer had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(2) A transaction from which the director or officer derived an improper benefit;

(3) In the case of a director, a circumstance under which Section 607.0834, Florida Statutes, would subject a director to liability; or

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(4) Willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

C. Insurance. The corporation may purchase and maintain insurance, at its expense, to protect itself and any director and officer of the corporation or other enterprise against any liability, whether or not the corporation would have the power to indemnify such person against such liability under the Florida Business Corporation Act.

D. Limitation of Director's Liability. A director of the corporation shall not be personally liable for monetary damages to the corporation or any other person (including a shareholder of the corporation) for any statement, vote, decision, or failure to act, regarding corporate management or policy, by a director, unless:

(1) The director breached or failed to perform his duties as a director;  
and

(2) The director's breach of, or failure to perform, those duties' constitutes:

(i) A violation of the criminal law, unless the director had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful. A judgment or other final adjudication against a director in any criminal proceeding for a violation of the criminal law estops that director from contesting the fact that his breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the director from establishing that he had reasonable cause to believe that his conduct was lawful or had no reasonable cause to believe that his conduct was unlawful;

(ii) A transaction from which the director derived an improper personal benefit;

(iii) A circumstance under which Section 607.0834, Florida Statutes would subject the director to liability;

(iv) In a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or

(v) In a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

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**ARTICLE X**  
**Transactions with Corporation**

No contract or other transaction between this corporation and any other corporation, entity, or partnership, shall in any way be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in such other corporation, entity, or partnership or is an officer, director, manager or equityowner of such other corporation, entity or partnership. Any director or officer of this corporation individually, or any corporation, entity or partnership of which any director or officer may be a member or otherwise interested in, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of this corporation, provided that the fact that he or such corporation, entity or partnership is so interested shall be disclosed or shall have been known to the corporation's board of directors. Any director or officer of this corporation who is also a director, officer, manager or equityowner of such other corporation, entity or partnership, or who is so interested, may be counted in determining the existence of a quorum at any meeting of the board of directors of this corporation which shall authorize any such contract or transaction, with like force and effect as if he were not such officer, director, manager or equityowner of such other corporation, entity or partnership, or not so interested.


**ARTICLE XI**  
**Amendment**

These Articles may be amended at any time by a vote of the majority of the shares of common stock of the corporation outstanding, at any regular meeting of the stockholders or at any special meeting of the stockholders called for that purpose, *except that* the shareholders have agreed not to amend Article VIII hereof without the prior written consent of the Third Party Beneficiaries.

**ARTICLE XII**  
**Acknowledgment**

These Amended and Restated Articles of Incorporation required shareholder approval. The undersigned does hereby certify that the foregoing constitutes the Amended and Restated Articles of Incorporation of **MORE BAKERY, INC.** as unanimously approved and adopted by the board of directors and shareholders of the corporation on the date set forth below. The number of votes cast for approval and adoption of these Amended and Restated Articles of Incorporation by the shareholders was sufficient for approval. Pursuant to Section 607.0123, Florida Statutes, these Amended and Restated Articles of Incorporation were duly adopted December 31, 2018, but with a delayed effective date of January 1, 2019.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation effective the 1st day of January, 2019.

  
\_\_\_\_\_  
A. Copeland More, President

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

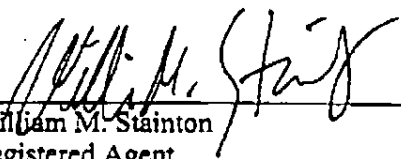
PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is **MORE BAKERY, INC.**
2. The name and address of the registered agent and office is:

**William M. Stainton  
201 North Franklin Street  
Suite 2000  
Tampa, Florida 33602**

Having been named as registered agent and to accept service of process for the Corporation, at the place designated as the registered office, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the duties and obligations of my position as registered agent.

Dated effective the 1st day of January, 2019.

  
\_\_\_\_\_  
William M. Stainton  
Registered Agent

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