

591301

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

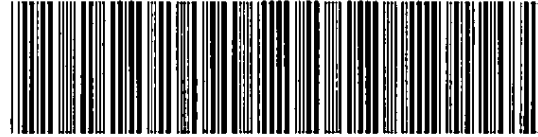
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Allied Growers, Inc.
DOCUMENT NUMBER: 591301

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

Please return all correspondence concerning this matter to the following:

David Peskin/Margaret Ingram
(Name of Contact Person)
Allied Growers, Inc.
Firm/ Company
800 W. Cypress Crk Rd #335
Address
Fort Lauderdale, FL 33309
City/ State and Zip Code
alliedgrowersinc@aol.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Margaret Ingram at (954) 4939222
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:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

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

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

Articles of Amendment
to
Articles of Incorporation
of

Allied Growers, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

591301

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

_____ The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

N/A

(Florida street address)

New Registered Office Address: _____, Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

please see attached, Amended Disability
Compensation & buyout agreement.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

N/A

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FALL CITY 11-07-19

ALLIED GROWERS, INC. AMENDED DISABILITY COMPENSATION & BUYOUT AGREEMENT

This Agreement shall supersede any and all prior Disability compensation and Buyout Agreements. This Agreement is made this 25th day of July 2019, by and between DALE R. LEBLANG and DAVID B. PESKIND, herein referred to as the "Shareholders"; and ALLIED GROWERS, INC., a Florida corporation, hereinafter referred to as the "Company". And whereas, The Parties hereto believe it to be in the best interest of the Company, that the named employees be compensated during any period of disability for up to one year. Prior to the Implementation of the permanent Buy-out Agreement, the Parties agree to implement the following provisions.

1. As a supplemental disability benefit beginning with the first date of disability through a three-month period, disabled individual will continue to receive their regular salaries and compensation package.
2. After the three-month period ends, if disabled individual is not able to return to full duty, the disabled partner will assume financial responsibility, if it is deemed necessary to add additional employees to assist in running the business in their absence, the disabled would continue to receive their regular salaries and compensation package up to a period of one year.

Whereas, it is the intent of this Agreement to help and provide a source income for a disabled principal employee of the Company; it is further agreed that at not time shall this Agreement be interpreted to allow a disabled principal employee to work less than the non-disabled principal employee, and at such time, earn more than the non-disabled employee; further, it is agreed that at no time shall this Agreement be interpreted to permit a situation in which a disabled principal employee should increase his regular and customary pre-disability duties and, as a result, earn less than if he were fully disabled because of the differences in applications of corporate profits and disability income.

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CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE

– It is therefore agreed:

1. For the purpose of this agreement only, DAVID B. PESKIND is the owner of the shares to be purchased in the event of the disability of DAVID B. PESKIND. DALE R. LEBLANG, the owners of the shares that will be purchased in the event of a disability of DALE R. LEBLANG.
2. If the Shareholders have acquired certain policies of disability insurance, with respect to the principal employees, said policies being listed on the schedule of insuring him and DALE LEBLANG are the beneficiary of payments under the policy insuring DALE LEBLANG and David Peskind.
3. The Shareholders shall pay all premiums on their respective policies at least ten days before the end of the grace period and, upon demand, exhibit proof of payment.
4. If either principal employee suffers a disability as the same is defined in the policy, such disabled employee or his designated beneficiary shall receive from the insurance company the benefits payable thereunder.
5. If the disability extends beyond such a period under certain conditions determined to be full disability that certain share owned by the disabled shareholder be offered to the non-disabled shareholder.
6. If disabled partner cannot continue their work duties, compensation can be exchanged for Corporate stock; or a buy-out can occur at "Fair Market Value", paid out in a period of 5 years.
 - a. PURCHASE PRICE: The purchase price for each share purchased under the provisions of this Agreement shall be its fair market value as of the last day of the month in which the 12-month disability period terminates. For the purposes of this Agreement, the fair market value shall be determined by agreement between the shareholders. The cost of such fair market value appraisal shall be split equally between the shareholders.
 - b. CONSUMPTION OF SALE OF SHARES.
 - i. At the closing, the disabled shareholder shall endorse all of the shares to be redeemed hereunder, and deliver the same in escrow to the attorney for the Company, together with the disabled shareholder's or principal employee's resignation as an officer and director of the Company, effective immediately. Upon

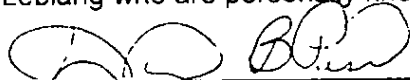
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payment in full of the purchase price, the escrow agent shall deliver the endorsed share to the Company.

- ii. The purchase price shall be paid for upon such terms as the shareholders shall agree. In the event they are unable to agree, the purchase price shall be paid by the issuance of a promissory note by the purchaser to the seller in the full amount of the purchase price, the deferred purchase price shall bear interest at the rate of 10% annum, and the full principal and interest shall be amortized in qual monthly installment of a period of 5 years.

State of Florida
County of Broward

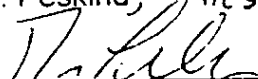
This record was acknowledged before me on July 25, 2019, by David B. Peskind and Dale R. Leblang who are personally known to me as officers of Allied Growers, Inc.



David B. Peskind, Pres.

7/25/19

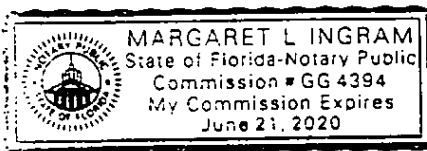
Date



Dale R. Leblang Secy | Treas.

7/25/19

Date





NOTARY SIGNATURE

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FALL COUNTY, FLORIDA

The date of each amendment(s) adoption: 7/25/2019, if other than the date this document was signed.

Effective date if applicable: 7/25/2019
(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.

Dated 7/25/19

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)

David B. Peskind
(Typed or printed name of person signing)

President
(Title of person signing)

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