

L35725

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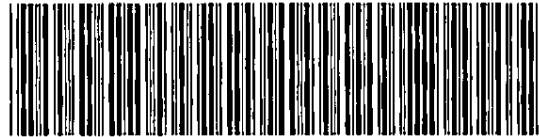
(Business Entity Name)

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2018 AUG 30 AM 6:44  
SECRETARY OF STATE  
TALLAHASSEE, FL

R. WHITE  
AUG 31 2018

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

Amend + RE-STATE Articles of INC.

NAME OF CORPORATION: Quick Stand Corp. DBA DualDriveBike.com

DOCUMENT NUMBER: L35725

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

Please return all correspondence concerning this matter to the following:

Kenneth Haan

Name of Contact Person

Quickstand Corp. DBA DualDriveBike.com

Firm/ Company

1232 Seminole Drive

Address

Fort Lauderdale, FL 33304

City/ State and Zip Code

kenhaan@att.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ken Haan

at ( 954 )

563-9999 Cell

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

*Ken Haan President of QuickStand Corp.*  
*8/7/2018*



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 22, 2018

KENNETH HAAN  
1232 SEMINOLE DR  
FORT LAUDERDALE, FL 33304

SUBJECT: QUICKSTAND CORPORATION  
Ref. Number: L35725

We have received your document for QUICKSTAND CORPORATION and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Entities may file using only the entity's name. Please delete any reference to the "doing business as name" in your document. If you wish to register your fictitious name, you may do so by filing an application and submitting the appropriate fees to this office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White  
Regulatory Specialist II

Letter Number: 718A00017281

RECEIVED  
19 AUG 30 PM 2:15  
SECRETARY OF STATE  
TALLAHASSEE, FL 32314

**"Amended and Restated"**  
**ARTICLES OF INCORPORATION**  
**Quickstand Corp.**

**FILED**

2018 AUG 31 PM 1:17

**Article 1 – Corporate Name:** The name of the corporation is Quickstand Corp.

SECRETARY OF STATE  
TALLAHASSEE, FL

**Article 2 – Corporate Address:** The address of the Corporation's registered office in the State of Florida is 1232 Seminole Drive, Fort Lauderdale, Fl. 33304. The name of the Corporation's registered agent at such address is Kenneth Haan.

**Article 3 – Business Purpose:** To engage in any lawful act or activity for which corporations may be organized under the Florida Corporation Act. Specifically, Quickstand Corp.'s purpose is to manufacture, market and sell a hand and foot powered dual drive bicycle and any other bicycle accessories to the general public, to wholesalers and to distributors of bicycle products, online or other.

**Article 4–AUTHORIZED SHARES.**

1. **The total number of shares of stock of all classes** which the Corporation shall have authority to issue is hereby increased Ten Million (10,000,000) shares, of which one million (1,000,000) shall be shares of Preferred Stock with a No Par Value ("Preferred Stock"), and six million (6,000,000) shares of ("Class A Voting Common Stock") and three million shares of ("Class B Non-Voting Common Stock") (3,000,000 shares)

2. **Six million shares (6,000,000) shares** of Class A common stock (No Par Value), authorized and issued to the founder Kenneth Haan represent the current total of outstanding shares as of May 25, 2018.

**3. PREFERRED STOCK.**

(a) The board of directors of this Corporation, by resolution only and without further action or approval, may cause the Corporation to issue one or more classes or one or more series of Preferred Stock within any class thereof and which classes or series may have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be standard expressed in the resolution or resolutions adopted by the board of directors, and to fix the number of shares constituting any classes or series and to increase or decrease the number of shares of any such class or series.

(b) Preferred Stock of any class or series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in resolutions of the Board of Directors authorizing the issuance of such series.

#### **4. COMMON STOCK.**

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property or other securities of the Corporation out of any net profits or net assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's net assets available for distribution.

(c) Each share of Class A Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote and a majority vote of 60% is required for the election of any directors.

(d) Each share of Class B Common stock are non-voting shares

(e) NON-Certificates of Shares. Un-Certificated shares will be in the form of notations on a spread sheet with the holder's name, address and phone number on the books of the Corporation.

(f) Transfer of share: Company's Right of First Refusal. Before any Shares acquired by purchaser pursuant to this Agreement (or any beneficial interest in such Shares) may be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by purchaser or any subsequent transferee (each a Holder), such Holder must first offer such Shares or beneficial interest to the Company and/or its assignee(s).

**Article 5 - PREEMPTIVE RIGHTS.** No holder of any shares of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

**Article 6 - Perpetual** - The Corporation is to have perpetual existence.

**Article 7 – Private Property:** The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

**Article 8 - Number of Directors:** Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article 4 hereof, the number of directors of the Corporation shall be fixed from time to time by or pursuant to the Bylaws of the Corporation. The directors, other than those who may be elected by the holders of Class A Common stock shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible. The first class shall be initially elected for a term expiring at the next ensuing annual meeting, the second class shall be initially elected for a term expiring one year thereafter, and the third class shall be elected for a term expiring two years thereafter, with each member of each class to hold office until his successor is elected and qualified. At each annual meeting of the stockholders of the Corporation held after the initial classification and election of directors, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the Bylaws of the Corporation.

Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article 4 section 3, hereof relating to the rights of the holders of Preferred Stock, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created (subject to the requirements of this Article 8 that all classes be as nearly equal in number as possible) or in which the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of an incumbent director.

Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed only for cause and only by the affirmative vote of the holders of 60% of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

1. To adopt, amend and repeal the Bylaws of the Corporation. Any Bylaws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the majority vote (60%) of the Common Class A stockholders.

2. To fix and determine, and to vary the amount of, the working capital of the Corporation, and to determine the use or investment of any assets of the Corporation, to set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve or reserves.

3. To authorize the purchase or other acquisition of shares of stock of the Corporation or any of its bonds, debentures, notes, scrip, warrants or other securities or evidence of indebtedness.

4. Except as otherwise provided by law, to determine the places within or without the State of Florida, where any or all of the books of the Corporation shall be kept.

5. To authorize the sale, lease or other disposition of any part or parts of the properties of the Corporation and to cease to conduct the business connected therewith or again to resume the same, as it may deem best.

6. To authorize the borrowing of money, the issuance of bonds, debentures and other obligations or evidences of indebtedness of the Corporation, secured or unsecured, and the inclusion of provisions as to redeemability and convertibility into shares of stock of the Corporation or otherwise; and the mortgaging or pledging, as security for money borrowed or bonds, notes, debentures or other obligations issued by the Corporation, of any property of the Corporation, real or personal, then owned or thereafter acquired by the Corporation.

7. To authorize the negotiation and execution on behalf of the Corporation of agreements with officers and other employees of the corporation relating to the payment of severance compensation to such officers or employees.

In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Florida, of these Article of Incorporation and of the Bylaws of the Corporation.

Subject to any limitation in the Bylaws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 60% of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article 8.

**Article 9** - Both stockholders and directors shall have power, if the Bylaws so provide, to hold their meetings and to have one or more offices within or without the State of Florida.

Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article 4 hereof relating to any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such holders and may be effected by any consent in writing by such holders. Except as otherwise required by law, special meetings of stockholders may be Called only by the Chairman, if any, on his own initiative or by the President on his own initiative or notwithstanding anything contained in these Articles of Incorporation to the contrary, the affirmative vote of the holders of at least 60% of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article 9.

The primary responsibility of the Board will be to protect the interests of the Corporation as a whole and unique body, separate and apart from the interests of any one or group of Shareholders, and ensure that the Corporation obeys all applicable laws and acts ethically at all times, as well as adheres to its corporate purpose.

Specifically, the Board shall have the ability and authority to perform the following acts:

- a) Run the business of the Corporation according to the law and sound business practices;
- b) Determine the current assets of the Corporation for the purposes of establishing if and when distributions will be made;
- c) Maintain records, books, and all other documents required for corporate accountability as required by the state of Florida;
- d) Send the Shareholders a report, at least annually, for approval of distributions and other financial accountability;
- e) File any and all legal and maintenance documents for the Corporation as required by the state of Florida;

The Board shall be elected each year at the annual meeting of the Shareholders held the prior year.

**Article 10** - Except as otherwise provided in this Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.



#### **Article 11 - LIMITATION OF LIABILITY FOR OFFICERS AND DIRECTORS.**

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director if he acted in accordance with the laws of Florida, acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Florida Corporation Act, or any other applicable law.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section

With respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Any repeal or modification of this Article 11, by the stockholders of the Corporation shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

#### **Article 12 - DISPUTE RESOLUTION:**

(a) Should there be a dispute between any Shareholders of the Corporation, the Shareholders shall first attempt to resolve it in good faith amongst themselves. If such good faith resolution is unsuccessful, the Shareholders shall then submit the issue to mediation in accordance with the then-existing statutory rules of mediation.

(b) Any Shareholder may object, in writing, to the choice of a mediator within 15 days of such choice being made. If any such objection is made, an alternate mediator must be chosen. If no mediator is agreed upon, any party may apply to a court of competent jurisdiction for the appointment of a mediator.

(c) If such mediation is also not successful, the Shareholders shall then be permitted to submit the issue to binding arbitration in accordance with the laws of the state of Florida and any applicable Federal rules and statutes.

(d) Any Shareholder may object, in writing, to the choice of an arbitrator within 15 days of such choice being made. If any such objection is made, an alternate arbitrator must be chosen. If no arbitrator is agreed upon, any party may apply to a court of competent jurisdiction for the appointment of an arbitrator and that any such judgment may be entered into any court of competent jurisdiction within the state of Florida.

**Article 13 - VALUATION:** In determining whether an "Acquisition Proposal" is in the best interests of the Corporation and its stockholders, the Board of Directors shall consider all factors it deems relevant including, without limitation, the following:

(a) The consideration being offered in the Acquisition Proposal, not only in relation to the then current market price, but also in relation to the then current value of the Corporation in a freely negotiated transaction and in relation to the Board of Directors' estimate of the future value of the Corporation as an independent entity; and

(b) Such other factors the Board of Directors determines to be relevant, including among others the social, legal and economic effects upon employees, suppliers, customers and the communities in which the Corporation is located, as well as on the long term business prospects of the Corporation.

"Acquisition Proposal" means any proposal of any person (i) for a tender offer, exchange offer or any other method of acquiring any equity securities of the Corporation with a view to acquiring control of the Corporation, (ii) to merge or consolidate the Corporation with another corporation, or (iii) to purchase or otherwise acquire all or substantially all of the properties and assets of the Corporation.

This Article 13, shall not be interpreted to create any rights on behalf of third persons, such as employees, suppliers, or customers.

**Article 14 - VALUATION:**

If any duty of the Corporation to purchase shares is triggered, the shares shall be sold at a Fair Market Value, as hereinafter defined.

"Fair Market Value" of the shares will be a value price set by the Shareholders each year, at the annual meeting. The Fair Market Value will be determined by a majority of Shareholders and will be communicated to the Officers and Directors of the Corporation in writing within 10 business days of the annual meeting.

If the Shareholders cannot come to an agreement on the Fair Market Value for the shares annually, then the Fair Market Value will be determined by the request of an officer of the Corporation at the time a duty to purchase is triggered. The requesting officer, which may be any of the Officers of the Corporation, will submit such a request to the Shareholders along with a list of two outside financial services firms. The Shareholders will vote upon which firm to use, and such firm shall set the Fair Market Value of the shares using GAAP.

The Shareholders hereby agree that the arbitrator's decision shall be final and binding

**Article 15 - NON-COMPETITION:** The Shareholders shall not have the ability to dispute the Fair Market Value set by the outside financial services firm after such price is set.

(a) Shareholders each hereby acknowledge and agree that any and all business opportunities which are similar to the business of Corporation and which may come before Shareholder during the time period that Shareholder remains a Shareholder of the Corporation or is employed in any capacity by the Corporation or is acting as a Director or Officer of the Corporation are the exclusive opportunities and property of the Corporation and Shareholder shall not usurp any such opportunity.

(b) Shareholders also agree that Shareholder will not, while Shareholder remains a Shareholder of the Corporation or is employed in any capacity by the corporation or is acting as a Director or Officer of the Corporation and for a period of one (1) year thereafter organize, begin, or join any business activity which competes directly with the business activities of the Corporation within 50 miles of any of the Corporation's offices, solicit any of Corporation's Shareholders, Officers, Directors or Employees to leave the Corporation or otherwise commercially compete with the Corporation in any way.

**Article 16 - TERMINATION:**

(a) This Agreement shall automatically terminate, with all obligations and rights hereunder also terminating, in the following situations:

(b) The dissolution of the Corporation, whether voluntary or involuntary;

(c) The adjudication of the Corporation as bankrupt, or any assignment by the Corporation for the benefit of creditors; or

(d) By written agreement of a majority (60%) of the shareholders, Shareholder.

**Article 17 - DISSOLUTION:**

The Corporation shall not be permitted to voluntarily dissolve itself without the consent of the majority vote of the Shareholders. Such consent may be granted. At the dissolution of the Corporation, certain winding up procedures shall be commenced, and the Corporation will completely cease any business activities with the exception of the winding up of affairs. Such winding up activities may include:

(a) Settling any debts of the Corporation, including payment or collection;

(b) Defending any legal action brought against the Corporation;

(c) Assessing and collecting any unlawful distributions;

(d) Selling or transferring all or substantially all of the assets of the Corporation; and/or

(e) Employing additional agents or temporary staffers necessary to assist in the winding up affairs.

(f) Any remaining assets of the Corporation after the winding up shall first be distributed to ensure all debts of the Corporation are paid, with the exception of debts to any Shareholder. Following that, debts to Shareholders will be paid subject to any subordination agreements. If any funds remained, Shareholders shall be paid the purchase price of the shares actually paid and then any dividends.

#### **Article 18 - CAPITAL FUNDS:**

If a simple majority of Shareholders decide, through a special vote, that the Corporation may require additional funds to meet any obligations of creditors or to continue to maintain the corporate business, Shareholders may choose, through a 2/3 majority vote, whether to issue an interest-free loan to the Corporation on a pro rata basis or whether to grant the Corporation the ability to issue new shares, which the existing Shareholders will then purchase.

#### **Article 19 - AMENDMENT:**

No amendment to this Agreement shall be valid without written agreement of a majority (60%) of the Shareholders of the Corporation with voting rights.

#### **Article 20 - ARTICLES & BYLAWS:**

The Articles of Incorporation and Bylaws for the Corporation shall each be read, individually and collectively, as subject to the provisions of this Agreement. Neither shall be edited, adjusted or repealed in whole or in part without written agreement of each and all of the Shareholders, as stated elsewhere in this Agreement.

#### **Article 21 - WARRANTIES:**

The Shareholders and Corporation each agree that no other contractual agreement or reason of law prevents either from entering into this Agreement and being contractually bound to each and all of the terms and conditions herein. The Corporation especially warrants that it has corporate authority to enter into and be bound by the obligations of this Agreement.

## **Article 22 - GENERAL PROVISIONS:**

- a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal law. All Parties consent to jurisdiction under the state and federal courts within the state of Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- b) **FILING:** This Agreement shall be filed with the Secretary of the state of Florida initially and will continue to be filed from time to time with any amendments or additional parties.
- c) **THIRD PARTIES:** This Agreement shall not confer any benefits on any third parties, nor any rights or remedies, express or implied.
- d) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- e) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- f) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of any Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of any Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- g) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- h) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- i) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that all Parties have signed the agreement, which may be the later date.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail). In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, as the case may be. The use of a email for notices to shareholders is also allowed if a valid email is provided by the shareholder.

*Ken Ham*  
*Pres. Quick Stand Corp 8/7/2018*

## RESOLUTION TO AMEND AND RE-STATE

### ARTICLES OF INCORPORATION

#### Quickstand Corporation

#### A Florida for profit Corporation

A special meeting of the shareholders of Quickstand Corporation, a Florida corporation, was held at the hour of 10:00 AM on the day of 8/5, 2018 at the office of the corporation, located at 1232 Seminole Drive, Fort Lauderdale, Florida. PH. 954-563-9999

The President and Secretary of the Corporation acted, respectively, as Chairperson and Secretary of the meeting.

The Chairperson called the meeting to order and the secretary called the roll of the shareholders entitled to vote.

Those present were the following, constituting all of the shareholders of the corporation entitled to vote:

Kenneth Haan

There being present at the meeting of shareholders of record holding all of the shares of common stock of the corporation issued and outstanding which have voting power, the Chairperson declared that a quorum was present and that the meeting was duly opened for business.

On the motion made and carried by the affirmative vote of the majority of the shares, the following resolutions were adopted:

To amend and re-state the Articles of Incorporation and receive a stamped (by the state of Florida) certified copy, additional copy enclosed.

*Kenneth Haan 8/5/2018*

**Kenneth Haan AS PRESIDENT of Dualdrivebike.com**

Chairperson: *Ken Haan*

Secretary: *Ken Haan*