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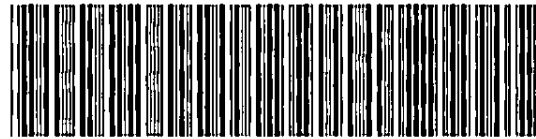
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FILED
2020 MAR 23 PM 4:13
SECRETARY OF STATE
TALLAHASSEE, FL

MAR 30 2020
C Kinsey

COVER LETTER

TO: Amendment Section
Division of Corporations

2025 JUN 23 11:02

NAME OF CORPORATION: GENESIS FOUNDATION NON PROFIT CORPORATION, LLC

DOCUMENT NUMBER: 84-3975796

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

Please return all correspondence concerning this matter to the following:

MONICA VANN

(Name of Contact Person)

GENESIS FOUNDATION NON PROFIT CORPORATION, LLC

(Firm/ Company)

1600 61 AVENUE SOUTH

(Address)

SAINT PETERSBURG, FLORIDA 33712

(City/ State and Zip Code)

GENESIS FOUNDATION 727 @ GMAIL.COM

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

For further information concerning this matter, please call:

MONICA VANN

(Name of Contact Person)

at

727-480-9917

(Area Code) (Daytime Telephone Number)

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

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| <input 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) | \$10.00 - Remaining Balance |
|--|---|--|--|------------------------------------|

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**Amended and Restated Articles of
Incorporation**

**GENESIS FOUNDATION NON
PROFIT CORPORATION**

FILED
2020 MAR 23 PM 4:13
TALLAHASSEE, FL

Amended and Restated Articles of Incorporation

FOR

GENESIS FOUNDATION NON PROFIT CORPORATION

The Operating Agreement (the "Agreement") is entered into effective March 27, 2020, among the persons who are signatories to the Agreement as it may be amended from time to time. The Agreement shall govern the relationship among the persons as Managing Members of Company and between Company and Members, and the Articles of Organization (the "Articles"), as either may be amended from time to time. In consideration of their mutual promises, covenants, and agreements, the parties as signatories to the Agreement do hereby promise, covenant, and agree as follows:

ARTICLE I

Introductory Matters

1.1 FORMATION, NUMBER OF MEMBERS, TERM AND PURPOSES

Fatoumata Bakayoko, Jonah Perkins, and Monica Vann confirm they are the initial Managing Members of the Limited Liability Company organized under the laws of the State of Florida known as GENESIS FOUNDATION NON PROFIT CORPORATION, whose Articles were filed, effective 03/27/2020. Company shall at all times have more than one Member. Fatoumata Bakayoko, Jonah Perkins, and Monica Vann, will hereafter be considered the Primary Managing Members.

The general purposes for the organization of, GENESIS FOUNDATION NON PROFIT CORPORATION, is to be a general government contracting company.

1.2 REGULATION OF INTERNAL AFFAIRS

Consistent with the Articles, the internal affairs of Company and the conduct of its business shall be governed and regulated by the Agreement as it shall be amended by the Primary Managing Members from time to time. The term of the Agreement shall begin on 03/27/2020. The Articles are filed and accepted by the Secretary Florida of State (the "Secretary of State") and shall be terminated upon its voluntary or involuntary dissolution in accordance with the Agreement.

1.3 GOVERNING LAWS

The Agreement is subject to, and governed by, the mandatory provisions of the Articles filed with the State, and may be amended from time to time.

1.4 USE OF FULL LEGAL NAME OF COMPANY

All business of Company shall be conducted under the name GENESIS FOUNDATION NON PROFIT CORPORATION, until such time as the Primary Managing Members shall designate otherwise and file amendments to the Articles in accordance with the Florida Secretary of State.

1.5 LIMITATION OF AUTHORITY OF A MEMBER

No Manager or Employee that is not a Managing Member shall have any authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of Company. Authority to act for Company shall be vested in Managing Members(s) as provided in Article III of the Agreement.

1.6 LIMITATION ON POWER TO CONTRACT DEBTS

Except as otherwise provided in the Agreement including Sub-paragraph 3.2.B, no debt shall be contracted or liability incurred by or on behalf of Company, except by one or more of its Managing Members, or if management of Company has been vested by the Primary Managing Members in a Manager and exercise is within the scope of the powers described in Sub-paragraph 3.2A.

1.7 TITLE TO ALL PROPERTIES IN NAME OF COMPANY

Real and personal property owned or purchased by Company shall be held and owned, and conveyance made, in the name of Company.

1.8 REQUIRED MAINTENANCE OF REGISTERED OFFICE AND AGENT IN STATE OF ORGANIZATION

Company's initial Agent for service of process is Registered Agents Inc. The Agent's registered office in the State of Florida is located at 1600 61st Avenue South Saint Petersburg, Florida 33712.

1.9 REQUIRED MAINTENANCE OF RECORDS IN OFFICE

Company to maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

At all times hold itself out as being a legal entity separate from the Managing Members and any other person and conduct its business in its own name;

File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

Not commingle its assets with assets of the Managing Members or any other person, and separately identify, maintain and segregate all Company assets;

Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

Allocate fairly and reasonably any overhead for shared office space;

Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

Correct any known misunderstanding regarding its separate identity;

Maintain adequate capital in light of its contemplated business purposes;

Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

Nor require any obligations or securities of the Managing Members; and

Observe all other limited liability formalities.

Failure of the board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Managing Members.

1.10 PRIMARY BUSINESS ADDRESS AND PLACES OF BUSINESS OUTSIDE STATE OF ORGANIZATION

The location of the primary place of business of Company is: 1600 61st Avenue South Saint Petersburg, Florida 33712. Managing Members may identify other places of business of Company outside the state of organization, appoint agents for service of process and make filings as may be required or desirable under the laws of such other places.

ARTICLE II

Members, Capital Contributions and Withdrawals, Membership Interests, Admissions, Limitations on Liabilities and Responsibilities of Members

2.1 NAMES, ADDRESSES OF INITIAL MEMBERS AND THEIR MEMBERSHIP INTEREST

The initial Managing Members shall be the persons executing the Agreement: Fatoumata Bakayoko, Jonah Perkins, Monica Vann the Primary Managing Members with 33.3 percent ownership interest each, all of 1600 61st Avenue South Saint Petersburg, Florida 33712.

2.2 FORM OF CAPITAL CONTRIBUTIONS

As provided in the Articles or the Agreement, the Primary Managing Members shall make the initial Capital Contributions in the form of money, property (including promissory notes) or services rendered or to be rendered or other obligation to contribute money or property or to render services. Managing Members may make any subsequent Capital Contributions in any type of money, property (including promissory notes) and services rendered or to be rendered as may be agreed upon by all of the Members.

2.3 ADMISSION OF ADDITIONAL MEMBERS

Managing Members may admit to Company any person as an additional Member who will participate in the profits, losses, available cash flow, and ownership of the assets of Company on such terms as are determined by the Primary Managing Members. Admission of any additional Member may result in a dilution of the Percentage Interests of the Members other than the Primary Managing Members in their Voting Interests and Economic Interests (Net Profits and Net Losses).

2.4 WITHDRAWALS OR DEATH OF A MEMBER

Should a Managing Member precede the other managing members in death, the remaining Managing Members will inherit that Member's Membership Interest in Company. Should a Member withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

2.5 LIMITATIONS ON LIABILITY OF MEMBERS

No Member shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of Company whether that liability or obligation arises in contract or tort. No Member shall be required to loan any funds to Company. No Member shall be required to make any contribution to Company by reason of any negative balance in his, her or its Capital Account, nor shall any negative balance in a Member's Capital Account create any liability on the part of the Member to any third party.

2.6 LEGAL REPRESENTATIVE OR SUCCESSOR OF A MEMBER

If a Member who is an individual perishes or is adjudged by a court of competent jurisdiction to be incompetent to manage his or her person or property, the executor, administrator, guardian, conservator or other legal representative may exercise all rights of the Member in the purpose of settling his or her estate or administering his or her property.

2.7 MEMBER REMUNERATION

No Member is entitled to remuneration for acting on Company business except for reasonable compensation for winding up of affairs of Company.

ARTICLE III

Management and Control of Business

3.1 MANAGEMENT OF COMPANY

A. Management of Company

As provided in the Articles, all powers of Company shall be exercised by or under the authority of, and the business and affairs of Company shall be managed under the direction of the Primary Managing Members. The Primary Managing Members shall also be the Managing Managers. A Member, unless also appointed (or hired) as a Manager, officer or other employee, shall not participate in the day-to-day operations of the business affairs of Company and if so appointed (or hired), shall participate only within the scope of authority of such position as defined in the Agreement or elsewhere. A Manager need not be a Member, an individual, or a resident of the State of Florida. The Primary Managing Members has the authority to designate a Managing Member(s) to act on his/her behalf.

B. Duty to Qualify to Do Business in Other States

If required by law, the Primary Managing Members shall qualify the Company to do business in any state by obtaining a Certificate of Authority to do so from the Division of the state as required.

C. Duty to Safe-keep Funds of Company

The Managing Members shall have fiduciary responsibility for the safekeeping and use of all funds and assets of Company, whether or not in their immediate possession or control. The funds of Company shall not be commingled with the funds of any other person and the Primary Managing Members shall not employ, or permit any other person to employ, such funds in any manner except for the benefit of Company. The bank accounts of Company shall be maintained in such banking institutions as are approved by the Managing Members and withdrawals shall be made only in the regular course of Company business and as otherwise authorized in the Agreement on such signature or signatures as the Managing Members may determine.

D. Duty to Hire Employee for Record Keeping

Managing Members may employ a competent person(s) to be an employee(s) of Company who shall be responsible for: authenticating the records of Company, including keeping correct and complete books of account which show accurately at all times the financial condition of Company, safeguarding all funds, notes, securities, and other valuables which may from time to time come into possession of Company, depositing all funds of Company with such depositories as the Managing Members shall designate. Such employee(s) shall have such other duties as Managing Members may from time to time prescribe, but under no circumstance shall such employee(s) have any of the rights, powers, responsibilities or duties of a Managing Member as prescribed herein or by law.

3.2 POWERS OF THE MANAGING MEMBERS

A. Powers

The Primary Managing Members assumes a quorum and the controlling vote unless the situation suggests otherwise.

The Primary Managing Members shall have power and authority to act on behalf of Company as set forth hereinafter:

- (a) The Primary Managing Members may acquire property;
- (b) To borrow money for Company from banks, other lending institutions, the Members, or Affiliates of the Members on such terms, as he deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of Company to secure repayment of the borrowed sums.
- (c) No debt shall be contracted or liability incurred by or on behalf of Company, except by the Primary Managing Members;
- (d) To purchase liability and other insurance to protect the property and business of Company;
- (e) To hold and own any Company real and personal properties in the name of Company;
- (f) To invest any funds of Company temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- (g) To execute on behalf of Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; financing statements; assignments; leases; and security agreements.
- (h) To execute documents providing for the acquisition, mortgage or disposition of property of Company; mortgages or deeds of trust; bills of sale; partnership agreements; and any other instruments or documents necessary, except by the Primary Managing Members, for the operation and benefit of Company;
- (i) To employ accountants, legal counsel, managing agents or other experts to perform services for Company and to compensate them from Company funds;
- (j) To retain and compensate employees and agents generally, and to define their duties;
- (k) To enter into any and all other agreements on behalf of Company, with any other Person or Entity for any purpose necessary or appropriate to the conduct of the business of Company;
- (l) To pay reimbursement from Company of all expenses of Company reasonably incurred and paid by the Managing Members on behalf of Company; and
- (m) To do and perform all other acts as may be necessary or appropriate to the conduct of the business of Company.

B. Limitations on Powers of a Manager or Managing Members Acting as Manager

A Manager including a Managing Member acting as a Manager shall not have the authority to cause Company to engage in any of the extraordinary transactions, as set forth below, without first obtaining the required written consent of the Primary Managing Members.

(a) The sale, exchange or other disposition of all, or substantially all, of Company's assets occurring as part of a single transaction or plan shall require the affirmation of the Primary Managing Members.

(b) The merger of Company with any other Limited Liability Company, limited partnership or corporation shall require the affirmation of the Primary Managing Members.

(c) The contraction on behalf of Company of any debt or liability of more than \$1,000,000,000 shall require the affirmation of the Managing Member(s).

(d) The change in the amount or character of Capital Contributions, or change in the character of the business of Company shall require the affirmation of the Primary Managing Members.

3.3 LIMITATIONS ON LIABILITY

A Manager including a Managing Member acting as a Manager shall not be liable to Company or Managing Members for any loss or damage resulting from any mistake of fact or judgment or any act or failure to act unless the mistake, act or failure to act is the result of fraud, bad faith, gross negligence or willful misconduct. Managers shall not be fiduciaries of Company.

ARTICLE IV

Allocations of Net Profits and Net Losses and Distributions

4.1 Subject to any limitations found elsewhere in the Agreement that the assets of Company after the Distribution be in excess of all liabilities except for liabilities owed to Managing Members for their Capital Contributions, the Primary Managing Members may, but is not required to, distribute any Assets and Net Cash Flow among Managing Member(s) in accordance with their respective Percentage Interest in Net Profits, the Primary Managing Member(s) being entitled to the majority of the profits, but only to those persons or entities recognized on the books of Company as Managing Members or as assignees of interests on the day of the Distribution.

With respect to any fiscal period, Net Cash Flow means all cash revenues of Company during that period (including interest or other earnings on the funds of Company), less the sum of reserves for the following amounts:

- (i) All payments of principal and interest on any indebtedness of Company;
- (ii) All payments for carrying costs or operating costs incurred incident to the operation of the business of Company and in accordance with the terms of the Agreement; and
- (iii) Reasonable working capital funds for contingencies incident to the conduct of the business of Company.

4.2 If any Interest is transferred, or is increased or decreased by reason of the admission of a new Managing Member or otherwise, during any fiscal year of Company, each item of income, gain, loss, deduction, or credit of Company for such fiscal year shall be assigned pro rata to each day in the particular period of such fiscal year to which such item is attributable. Notwithstanding any provision to the contrary, gain or loss of Company realized in connection with a sale or other disposition of any of the assets of Company shall be allocated solely to the parties owning Interests in Company as of the date such sale or other disposition occurs.

ARTICLE V

Accounting, Records, and Reporting

5.1 The Primary Managing Members shall make all decisions as to accounting matters, except as otherwise specifically set forth herein. The Managing Members may rely upon the advice of the independent accountants of the Company as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

5.2 The Managing Members shall cause the books and records of Company to be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The books and records of Company shall reflect all Company transactions and shall be appropriate and adequate for Company's business. The fiscal year of Company for financial reporting and for federal income tax purposes shall be the first of July of each year.

5.3 The Managing Members shall cause all books and records of Company to be maintained at any office of Company or at Company's principal place of business, and each Managing Member or holder of an Economic Interest, and such individual's duly authorized representative, shall have access to them at such office of Company and the right to inspect and copy them at reasonable times.

5.4 The Managing Members shall use their best efforts to deliver to each Managing Member within 90 days after the end of each fiscal year all information necessary for the preparation of such Managing Member's federal income tax return. Company shall also use its best efforts to prepare, within 120 days after the end of each fiscal year, a financial report of Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of cash flows, and a statement of reconciliation of the Capital Accounts of Managing Members.

ARTICLE VI

Dissolution

6.1 CONDITIONS OF DISSOLUTION OF COMPANY

Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following: (i) A determination by the Primary Managing Members with written notice to all Managing Members that Company shall be dissolved and wound up; or (ii) The entry of a judicial decree or notice of administrative dissolution not timely cured; or (iii) At any time, there is no longer at least one Managing Member. (iv) If no capital has been paid and Company has not otherwise commenced business, by the decision of the Primary Managing Members.

6.2 FILINGS TO INITIATE DISSOLUTION OF COMPANY

As soon as possible following the occurrence of any of the events specified above, the Managing Member(s) on behalf of Company shall execute such forms as shall be prescribed by the Secretary of State. Upon the filing of the forms, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business. Its separate existence shall continue until the documents have been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction. Managing Member(s) shall cause to be filed in the office of the Secretary of State any other forms (statements, Certificates or Articles, or any other forms) prescribed by the Secretary of State upon the winding up of the affairs of Company.

6.3 WINDING UP AFFAIRS

Upon the occurrence of any of the events specified above, Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, disposing of and conveying its property, collecting and dividing its assets, satisfying the claims of its creditors and prescribing and defending actions by or against Company in order to collect and discharge obligations. No Managing Member(s) shall take any action that is inconsistent with, or not necessary to, or appropriate for, winding up the business and affairs of Company. To the extent not inconsistent with the foregoing, all covenants and obligations in the Agreement shall continue in full force and effect until such time as the assets have been distributed and Company has terminated.

6.4 RESPONSIBILITY FOR WINDING UP AFFAIRS

The Managing Member(s) shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall cause its assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds there from, to the extent sufficient therefore, to be applied and distributed as next provided.

6.5 ORDER OF PAYMENT OF LIABILITIES UPON DISSOLUTION

In settling accounts of Company after dissolution, the Primary Managing Members shall settle the liabilities of Company with payments in the following order: (i) To creditors other than Managing Member(s) in the order of priority as provided by law, except those Managing Member(s) of Company on account of their contributions; (ii) To Managing Members of Company in respect of their share of the Net Profits and other compensation by way of income on their contributions.

ARTICLE VII

Indemnification and Insurance

7.1 To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to

repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

7.2 A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Managing Member(s) might properly be paid.

7.3 To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Managing Member(s) to replace such other duties and liabilities of such Covered Person.

7.4 The foregoing provisions of the Article VII shall survive any termination of this Agreement.

7.5 To the greatest extent not inconsistent with the laws and public policies of the state of organization, Company may purchase and maintain insurance or other financial arrangement for the benefit of any person who is or was a Managing Member, employee or agent, against any liability asserted against or expenses incurred by the Covered Person in any capacity or arising out of such Covered Person's service with Company, whether or not Company would have the power to indemnify such person against such liability.

No financial arrangement may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable for intentional misconduct, fraud, or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

ARTICLE VIII

Miscellaneous

8.1 NO THIRD PARTY BENEFICIARY

The Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.

8.2 NOT FOR BENEFIT OF CREDITORS

The provisions of the Agreement are intended only for the regulation of relations among Managing Members and employees of Company. The Agreement is not intended for the benefit of a creditor who is not a Managing Member or employee, and does not grant any rights to, or confer, any benefits on any creditor who is not a Managing Member or any other person who is not an employee.

8.3 APPLICATION OF NEVADA LAW

Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Florida law.

8.4 AMENDMENT

This Agreement may be amended by the Primary Managing Members or designee at any time. The Company shall then cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Florida law.

The Managing Members of GENESIS FOUNDATION NON PROFIT CORPORATION, have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of March 27, 2020.

The date of each amendment(s) adoption: Every line Amended was Amended on this date 3/27/2020 if other than the date this document was signed.

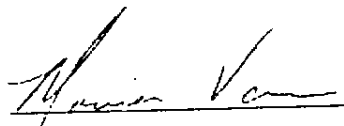
Effective date if applicable:

3/27/2020 _____
(no more than 90 days after amendment file date)

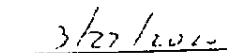
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

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



Monica Vann, Managing Member



Date