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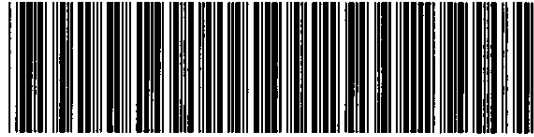
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 22 2008

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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 682655 5017100
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 92.50

ORDER DATE : December 22, 2006
ORDER TIME : 10:59 AM
ORDER NO. : 682655-005
CUSTOMER NO: 5017100

DOMESTIC AMENDMENT FILING

NAME: GOIN' POSTAL FRANCHISE
CORPORATION

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY -- 2 NEEDED

CONTACT PERSON: Heather Chapman -- EXT# 2908

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT
DESIGNATING
SERIES A CONVERTIBLE PREFERRED STOCK
OF
GOIN' POSTAL FRANCHISE CORPORATION**

**PURSUANT TO SECTION 607.0602 OF THE
FLORIDA BUSINESS CORPORATION ACT**

06 DEC 22 PM 2:32
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Goin' Postal Franchise Corporation, a corporation organized and existing under the Florida Business Corporation Act (hereinafter called the "Corporation"), in accordance with the provisions of Section 607.0602 thereof, does hereby certify:

The following Articles of Amendment were unanimously adopted and approved by the Board of Directors in the manner prescribed by Section 607.1002 of the Florida Business Corporation Act. Shareholder action was not required to approve these Articles of Amendment per the authority given the Board of Directors under Section 607.0602(4) of said Act.

That pursuant to the authority vested in the Board of Directors in accordance with the provisions of the Articles of Incorporation of the Corporation, as amended (the "Articles of Incorporation"), the said Board of Directors on December 20, 2006 adopted the following resolution creating a series of 1,805,000 shares of Preferred Stock of the Corporation designated as "Series A Convertible Preferred Stock":

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of the Articles of Incorporation, as amended per Articles of Amendment filed December 6, 2006, a series of Preferred Stock, having a par value of \$.001 per share, of the Corporation be and hereby is created from and out of the total 50,000,000 authorized shares of Preferred Stock, and that the designation and number of shares thereof, and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series, and the qualifications, limitations and restrictions thereof, are as follows:

Series A Convertible Preferred Stock

1. **Designation and Number of Shares.** There shall be a series of Preferred Stock that shall be designated as "Series A Convertible Preferred Stock", having a par value of \$.001 per share, and the number of shares constituting such series shall be 1,805,000. Such number of shares may not be increased or decreased except as provided herein.
2. **Dividends and Distribution.** The holders of shares of Series A Convertible Preferred Stock shall not be entitled to receive any dividends.
3. **Voting Rights.** Except as may be required by Florida law, or by Section 14 hereof, holders of Series A Convertible Preferred Stock shall have no voting rights and their vote or consent shall not be required for taking any corporate action.

4. **Conversion of Series A Convertible Preferred Stock into Common Stock:** Subject to the forfeiture restrictions set forth in Section 5 hereinbelow, each holder of Series A Convertible Preferred Stock shall have the following conversion rights:

(A) **Definitions:** For purposes of this Section 4, the following terms shall have the meanings ascribed to them as follows:

(i) **"Conversion Event"** shall mean the date of occurrence of the sale by the Corporation of its 400th "Franchise Unit" pursuant to which the Corporation has received both the paid initial franchise fees associated with such sale and the corresponding executed franchise agreement.

(ii) **"Conversion Event Deadline"** shall mean December 31, 2008.

(iii) **"Franchise Unit"** shall mean an independently owned business established as a franchise pursuant to and under the provisions of a franchise agreement entered into with the Corporation.

(B) **Automatic Conversion:** Upon the occurrence of the Conversion Event by no later than the Conversion Event Deadline (such date of timely occurrence being referred to as the "Conversion Effective Date"), each share of Series A Convertible Preferred Stock shall automatically convert into five (5) fully paid, nonassessable shares of Common Stock of the Corporation (the "Conversion Rate"). No additional consideration shall be required to be paid upon such conversion. The conversion of the Series A Convertible Preferred Stock into shares of Common Stock of the Corporation shall, except under the limited circumstances set forth in Section 7 hereinbelow, be subject to all decreases in both percentage ownership interest and value associated with the underlying Common Stock resulting from the issuance of additional shares of Common Stock or other securities of the Corporation or similar dilution events occurring prior to the Conversion Effective Date (including, without limitation, those events described in Section 13(A) hereinbelow).

(C) **Mechanics of Conversion:** Upon becoming effective, the conversion herein provided shall be effected by any holder of Series A Convertible Preferred Stock by giving surrender of a certificate or certificates (if certificates of Series A Convertible Preferred Stock have been issued) of the shares of Series A Convertible Preferred Stock to be so converted to the Corporation (or if applicable, at the office of any transfer agent) at its principal office at any time during its usual business hours within fifteen (15) business days from the Conversion Effective Date, together with a written statement of the name(s) (with address(es) and social security numbers in which the certificate(s) for shares of Common Stock shall be issued. To the extent permitted by law, such conversion shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates for such share or shares shall have been surrendered as aforesaid, or if no share certificates were issued, as of the close of business on the date the written notice of the manner of issuing the Common Stock is given to the Corporation.

(D) **Replacement Certificates.** As promptly as practicable after the surrender for conversion of any Series A Convertible Preferred Stock, the Corporation shall deliver or cause to be delivered at the principal office of the Corporation one or more certificates representing the shares of Common Stock issuable upon such conversion, issued in such name or names as such holder may reasonably direct. Shares of the Series A Convertible Preferred Stock which have not sooner been deemed to convert under Subsection (C) immediately above shall be deemed to have been converted as of the close of business on the date which is fifteen (15) business days from the Conversion Effective Date and the rights of the holders of such Series A Convertible Preferred Stock shall cease at such time, and each person in whose name a certificate for such shares is to be issued shall be treated for all purposes as having become the record holder of such Common Stock at such time.

(E) **No Impairment:** The Corporation will not, by voluntary action with the principal intent of doing so, seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation by deliberately effectuating a forfeiture, but will act in good faith in the carrying out of the provisions of this Section 4.

5. **Forfeiture of Series A Convertible Preferred Stock.** All shares of Series A Convertible Preferred Stock shall be retired and forfeited to the Corporation for no consideration should the Conversion Event fail to occur on or before the Conversion Event Deadline, or should any holder of any Series A Convertible Preferred Stock cease to be employed by the Corporation as an employee or an independent contractor on the Conversion Effective Date. All such shares shall upon any such forfeiture cease to exist as a series of the Corporation's issued and outstanding Preferred Stock, but shall instead become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to any conditions and restrictions on issuance set forth herein. Upon any such forfeiture, the holders of the Series A Convertible Preferred Stock shall have no further rights, claims or entitlements with respect to the shares of Series A Convertible Preferred Stock so forfeited.

6. **Liquidation, Dissolution or Winding Up.**

(A) Upon any liquidation, dissolution or winding up of the Corporation, voluntary or otherwise, prior to the occurrence of the conversion provided under Section 4 hereinabove, no distribution shall be made to the holders of Common Stock (either as to dividends or upon liquidation, dissolution or winding up) unless, prior thereto, the holders of shares of Series A Convertible Preferred Stock shall have received an amount per share (the "Series A Liquidation Preference") equal to the par value per share, but no greater. Upon payment in full of the Series A Liquidation Preference (or any lesser portion thereof payable under subsection (B) immediately below), holders of Series A Convertible Preferred Stock will not be entitled to any further participation in any distribution of assets by the Corporation.

(B) In the event, however, that there are not sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other classes and series of stock of the Corporation, if any, that rank on a parity with the Series A Convertible Preferred Stock in respect thereof, then the assets available for such

distribution shall be distributed ratably to the holders of the Series A Convertible Preferred Stock and the holders of such parity shares in proportion to their respective liquidation preferences.

(C) Neither the merger or consolidation of the Corporation with or into another entity nor the merger or consolidation of any other entity with or into the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 6.

7. **Consolidation, Merger, Etc.** A consolidation, share exchange, combination or merger of the Corporation with or into any other entity or entities whereby the outstanding shares of the Corporation's Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, or a sale, conveyance or disposition of all or substantially all of the assets of the Corporation, or the effectuation by the Corporation of a transaction or series of related transactions in which more than fifty percent (50%) of the outstanding voting power of the Corporation is sold or transferred to one or more entities not previously affiliated with the Corporation (each a "Business Combination"), shall entitle the holder of each share of Series A Convertible Preferred Stock to receive the shares of stock, securities, cash, assets (or any combination thereof) or other consideration as may be issued or payable to the holders of each share of Common Stock of the Corporation pursuant to the terms of any Business Combination on an equal and ratable basis with the Common Stock, provided, that for purposes of this Section 7, each one share of Series A Convertible Preferred Stock shall, in accordance with the Conversion Rate, be the equivalent of five (5) shares of Common Stock.

8. **No Redemption.** Except as otherwise set forth in Section 5 hereinabove, shares of Series A Convertible Preferred Stock shall not be subject to redemption by the Corporation.

9. **Ranking.** The Series A Convertible Preferred Stock shall rank junior to all other series of the Preferred Stock as to the distribution of assets upon liquidation, dissolution or winding up, unless the terms of any such series shall provide otherwise, and shall, solely to the extent of the Series A Liquidation Preference, rank senior to the Common Stock as to such matters.

10. **Fractional Shares.** Series A Convertible Preferred Stock may only be issued in whole shares and not in fractions of a share. The Corporation shall not be required to issue any fractions of shares of Common Stock upon conversions of Series A Convertible Preferred Stock. If any interest in a fractional share of Common Stock would otherwise be deliverable upon the conversion of any Series A Convertible Preferred Stock, the Corporation shall make adjustment for such fractional share interest by payment to the converting shareholder of cash in an amount bearing the same ratio to the fair market value of a whole share of Common Stock of the Corporation, as determined by the Corporation's Board of Directors, as the fractional interest to which the shareholder would otherwise be entitled bears to a whole share of Common Stock.

11. **Assignability of Series A Convertible Preferred Stock.** No shares of Series A Convertible Preferred Stock may be assigned by any holder at any time.

12. **Registration.** Upon conversion, the holders of Series A Convertible Preferred Stock participating in the conversion shall not have any automatic registration rights relative to the shares of Common Stock underlying the Series A Convertible Preferred Stock.

13. **Additional Provisions.** Conversion of Series A Convertible Preferred Stock shall be subject to the following additional terms and provisions:

(A) **No Adjustments.** Except with respect to the occurrence of a Business Combination as defined in Section 7 hereinabove, no adjustment of the Conversion Rate shall be made by reason of:

(i) the payment of any stock or cash dividend on the Common Stock or any other class of the capital stock of the Corporation, or any stock split or similar increase in the issued and outstanding shares of Common Stock;

(ii) the purchase, acquisition, redemption or retirement by the Corporation of any shares of the Common Stock or of any other class of the capital stock of the Corporation, except as otherwise provided in Section 7 hereinabove;

(iii) the issuance of any shares of Common Stock of the Corporation, or of any securities convertible into shares of Common Stock or other securities of the Corporation, or of any rights, warrants or options to subscribe for or purchase shares of the Common Stock of the Corporation or of any other securities of the Corporation;

(iv) any offer by the Corporation to redeem or acquire shares of its Common Stock by paying or exchanging therefor stock of another corporation or the carrying out by the Corporation of the transactions contemplated by such offer; or

(v) the merger, reorganization, or other combination of the Corporation with another entity whereby the Corporation is the surviving entity and the outstanding shares of the Corporation's Common Stock are not surrendered or canceled, or the distribution to holders of Common Stock of other securities of another issuer.

(B) **Reserve of Common Shares.** The Corporation shall at all times reserve and keep available solely for the purpose of issuance upon conversion of Series A Convertible Preferred Stock, as herein provided, such number of shares of Common Stock as shall be issuable upon the conversion of all outstanding Series A Convertible Preferred Stock. All shares of Common Stock which may be issued upon conversion of the shares of Series A Convertible Preferred Stock will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

(C) **Expenses.** The issuance of certificates representing shares of Common Stock upon conversion of the Series A Convertible Preferred Stock shall be made to each applicable shareholder without charge for any excise tax in respect of such issuance. However, if any certificate is to be issued in a name other than that of the holder of record of the Series A Convertible Preferred Stock so converted, the person or persons requesting the issuance thereof

shall pay to the Corporation the amount of any excise tax which may be payable in respect of any transfer involved in such issuance, or shall establish to the satisfaction of the Corporation that such tax has been paid or is not due and payable.

(D) **Verification.** Within a reasonable amount of time prior to the occurrence of a Business Combination as defined in Section 7 hereinabove, the Corporation at its expense shall promptly prepare and furnish to each holder of Series A Convertible Preferred Stock affected thereby a certificate setting forth (a) the adjustment, after application of the Conversion Rate, in the number of shares of Common Stock allocated to such holder, and (b) the amount, if any, of stock, securities, cash and/or other property which at the time of consummating the Business Combination will be received by him or her upon the conversion of his or her shares of Series A Convertible Preferred Stock into the applicable number of shares of Common Stock.

(E) **Status of Converted Stock.** Once the shares of Series A Convertible Preferred Stock are converted, the shares so converted shall resume the status of authorized but unissued shares of Preferred Stock.

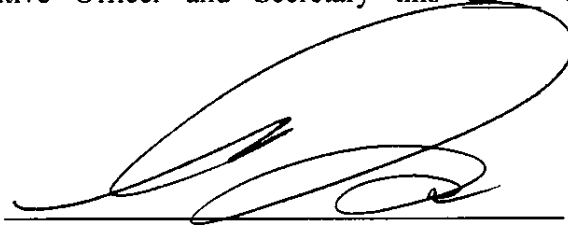
14. **Limitations on Corporation; Shareholder Consent.** So Long as any shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote or the written consent as provided by law of 80% of the holders of the outstanding shares of Series A Convertible Preferred Stock, voting as a class, change the preferences, rights or limitations with respect to the Series A Convertible Preferred Stock in any material respect prejudicial to the holders thereof, or increase the authorized number of shares of such Series A Convertible Preferred Stock, whether by amendment to the Articles of Incorporation, or otherwise, but nothing herein contained shall require such a class vote or consent (a) in connection with any increase in the total number of authorized shares of Common Stock, or (b) in connection with the authorization, designation, increase or issuance of any series of Preferred Stock holding liquidation preference equal to or subordinate to the Series A Convertible Preferred Stock. The provisions of this Section shall not in any way limit the right and power of the Corporation to issue any bonds, notes, mortgages, debentures and other obligations, and to incur indebtedness to banks and to other lenders.

15. **Stated Capital.** Should any individual entitled to receive any shares of Series A Convertible Preferred Stock, as determined by resolution of the Board of Directors, choose to pay for his or her shares, the consideration to be received by the Corporation in exchange for the issuance of each share of the Series A Convertible Preferred Stock, shall be the stated par value thereof, and said par value shall constitute paid in capital.

16. **Notices.** All notices or other communications required or permitted to be given pursuant to this resolution shall be in writing and shall be considered as properly given or if to the Corporation at its address indicated in its Annual Report as most recently filed with the Florida Department of State, and if to a holder of Series A Convertible Preferred Stock at the address set forth in the shareholder records as maintained by the Corporation, or to such other address as any such shareholder may have designated by like notice forwarded to the Corporation. All notices shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been

sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

IN WITNESS WHEREOF, these Articles of Amendment have been executed on behalf of the Corporation by its Chief Executive Officer and Secretary this 21st day of December, 2006.



Marcus Price,
Chief Executive Officer/Secretary

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 21st day of December, 2006 by **Marcus Price**, as Chief Executive Officer/Secretary on behalf of Goin' Postal Franchise Corporation, a Florida corporation. He is personally known to me or has produced Florida Driver's License (No. _____) as identification.



Notary Public - State of Florida
My Commission Expires:



Anna I. Garcia
Commission # DD415587
Expires June 3, 2009
Bonded Troy Pain - Insurance, Inc. 800-385-7019