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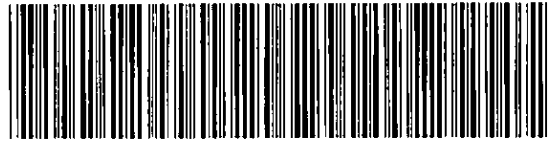
(Business Entity Name)

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*Amend*

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*6-30-22*

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2022 JUN 27 AM 11:13

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CLARK COUNTY, NV

A. RAMSEY  
JUN 28 2022

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 06/27/2022

Acc#120160000072

*en: c SW*

Name:	All Weather Contractors Inc.
Document #:	
Order #:	14375342

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
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Verifier _____
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Amount: \$ ~~78.75~~

43.75

Thank you!

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ARTICLES OF AMENDMENT  
TO AMEND THE  
ARTICLES OF INCORPORATION  
OF  
ALL WEATHER CONTRACTORS, INC.

2022 JUN 27 AM 11:13

Pursuant to Fla. Stat. § 607.1006, **ALL WEATHER CONTRACTORS, INC.**, a Florida corporation (the "**Corporation**"), hereby adopts the following amendments to its Articles of Incorporation of the Corporation and hereby certifies, as follows:

1. The name of the Corporation is **ALL WEATHER CONTRACTORS, INC.**
2. The original Articles of Incorporation of the Corporation were filed with the Florida Secretary of State on April 28, 2005 (the "**Articles of Incorporation**").
3. The Corporation's Board of Directors duly adopted these Articles of Amendment to Amend the Articles of Incorporation on June 20, 2022 (these "**Amended and Restated Articles of Incorporation**"), and the shareholders of the Corporation duly approved these Amended and Restated Articles of Incorporation on June 20, 2022, in accordance with the applicable provisions of Fla. Stat. § 607.1003 and 607.1007.
4. These Amended and Restated Articles of Incorporation of the Corporation restate, integrate, and amend the Articles of Incorporation of the Corporation.
5. The text of the Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

**ARTICLE I.**

The name of the Corporation is **ALL WEATHER CONTRACTORS, INC.** (the "**Corporation**").

**ARTICLE II.**

The Corporation's principal place of business is 1702 Lindsey Road, Jacksonville, Florida 32221. The Corporation's mailing address is P.O. Box 600781, Jacksonville, Florida 32260.

**ARTICLE III.**

The corporation is a corporation for profit and is organized to engage in any lawful act or activities for which corporations may be organized under the Florida Business Corporation Act (the "**Act**").

**ARTICLE IV.**

Section 4.1. Authorized Capital Stock. The total number of shares of capital stock that the Corporation is authorized to issue is Four Million (4,000,000) shares, consisting of: Three

Million One Hundred Thousand (3,100,000) shares of common stock, with \$1.00 par value per share, (the “**Common Stock**”) and Nine Hundred Thousand (900,000) shares of preferred stock, without par value, all of which are designated as Series A Convertible Preferred Stock (the “**Preferred Stock**”).

Effective at 11:59 p.m. on June 30, 2022 (the “**Effective Time**”), each share of the Corporation’s Common Stock (“**Existing Stock**”) issued and outstanding immediately prior to the Effective Time shall, automatically and without further action by any stockholder, be reclassified as, and shall become, (i) 2,100 shares of Common Stock and (ii) 900 shares of Preferred Stock. Any stock certificate that immediately prior to the Effective Time represented shares of the Corporation’s capital stock shall from and after the Effective Time be deemed to represent shares of Common Stock and Preferred Stock, without the need for surrender or exchange thereof.

Section 4.2. **Preferred Stock.** The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of the Preferred Stock. Except as may otherwise be required by law, the shares of Preferred Stock shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth herein.

1. **Voting.** Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any shareholders’ meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded. Other than as may be required by law, there shall be no series voting.

2. **Dividends.**

(a) **Cash Dividend Rate.** Subject to any provisions for adjustment hereinafter set forth, or as may be otherwise required by law, during the Dividend Period (as defined below), each share of Preferred Stock shall entitle the holder thereof to receive cumulative preferential dividends (“**Preferred Dividends**”) in cash at the rate of \$1.11 per share per annum (subject to appropriate adjustments in the event of combinations, subdivisions, stock splits or like events with respect to the Preferred Stock), payable annually out of any source legally available for the Corporation’s dividends when and as declared by the Board, but such dividend shall be paid no later than June 30, 2023 and each anniversary thereof during the Dividend Period. In the sole discretion of the Company’s Board of Directors, and subject to the other terms of this Section 2(a), Preferred Dividends may be prepaid by the Company for any subsequent year during the Dividend Period. Upon the expiration of the Dividend Period, all of the issued and outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock on a 1:1 basis, being one share of Common Stock to one share of Preferred Stock (as may be adjusted pursuant to Section 5(f) below), and no further Preferred Dividends shall accrue; provided, however, that any unpaid Preferred Dividends due through the date of conversion shall be paid in cash by the Corporation to the applicable holder. Such automatic conversion shall also be subject

to the provisions of Sections 5(d), (e) and (f) below. As used herein the "**Dividend Period**" means the period beginning on the date that the All Weather Contractors, Inc. Employee Stock Ownership Trust (the "**ESOT**") acquires any shares of Preferred Stock and ending with payment of the Preferred Dividend due on June 30, 2027 (the "**Expiration Date**"); provided, that in the event the Corporation elects to prepay the Preferred Dividends in full, the Expiration Date shall be the date on which such prepayment is made by the Company, and the Dividend Period shall expire on such date.

(b) **Restrictions on Dividends.** If and so long as the Corporation is in arrears in the payment of any Preferred Dividends, the Corporation shall not, directly or indirectly, declare or pay any dividend on, or make any distribution to the holders (as such) of, Common Stock.

### 3. **Redemption.**

(a) **Optional Redemption.** For as long as there are shares of Preferred Stock outstanding, and subject to the conversion rights set forth in Section 5 below, the Preferred Stock shall be redeemable, in whole or in part, at the option of the Corporation at any time. In the case of a partial redemption, the Board shall determine which shares are offered to be redeemed. The redemption price paid for each share of Preferred Stock to be redeemed (the "**Redemption Price**") shall equal (i) one share of Common Stock (subject to appropriate adjustments to the Conversion Ratio) plus (ii) a payment in cash equal to the present value (calculated using a discount rate of 8%) of all Preferred Dividends required during the Dividend Period (whether or not declared as of the date of redemption) from the date of issuance of the Preferred Stock through the Expiration Date less the aggregate amount of dividends and other distributions previously paid on such shares prior to the Expiration Date. From and after the Redemption Date (as defined below) and payment in full of the Redemption Price, dividends on shares of Preferred Stock called for redemption shall cease to accrue and such shares will no longer be deemed to be outstanding and all rights in respect of such shares of the Corporation shall cease.

(b) **Notice of Redemption.** Unless otherwise required by law, notice of redemption pursuant to this Section 3 (the "**Redemption Notice**") shall be sent to each holder of the Preferred Stock to be redeemed at the address shown on the books of the Corporation by first class mail, postage prepaid, mailed not less than 60 days prior to the Redemption Date. Each such notice shall state: (i) the date that the Redemption Price will be paid (the "**Redemption Date**"); (ii) the total number of shares of Preferred Stock to be redeemed and, if fewer than all of the shares held by such holder are to be redeemed, which such shares shall be redeemed; (iii) the Redemption Price; (iv) the place or places where certificates for such shares are to be surrendered for payment of the Redemption Price; (v) that dividends on the shares to be redeemed will cease to accrue on the Redemption Date; and (vi) the conversion rights of the shares to be redeemed and the period within which such conversion rights may be exercised, and the Conversion Ratio in effect at the time in accordance with Section 5. Upon surrender of a certificate or certificates for any shares so called for redemption, such shares shall be redeemed by the Corporation at the Redemption Date and at the Redemption Price. If a certificate or certificates representing the shares to be redeemed are not surrendered on or prior to the Redemption Date, the Corporation shall send payment of the Redemption Price to the holder thereof at the address shown in the

records of the Corporation and the certificate or certificates for such shares shall be deemed automatically cancelled as of the Redemption Date.

#### 4. Liquidation, Dissolution or Winding Up.

(a) In the event of any Liquidation Event (as defined below) prior to the Expiration Date, the ESOT shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, a payment in cash equal to the present value (calculated using a discount rate of 8%) of all Preferred Dividends required during the Dividend Period (whether or not declared as of the date of redemption) less the aggregate amount of dividends and other distributions previously paid on such shares prior to the date fixed for liquidation (the "**Liquidation Preference**"), allocated *pro rata* among the outstanding shares of Preferred Stock, before any payment shall be made or any assets distributed to the holders of the Common Stock. After payment of the Liquidation Preference, the holders of Preferred Stock shall then be entitled to participate, on the same basis, share for share, calculated with regard to the number of shares of Common Stock into which a share of Preferred Stock is convertible at the Conversion Ratio (as defined in Section 5(a)) then in effect, in any distribution to holders of Common Stock of the balance of the assets of the Corporation available for distribution to the Corporation's shareholders in connection with such liquidation, dissolution or winding up. If the value of the assets of the Corporation available for distribution to the Corporation's shareholders is equal to or less than the Liquidation Preference, upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), all of the assets of the Corporation available for distribution to the Corporation's shareholders shall be distributed to the holders of the Preferred Stock.

(b) For purposes of this Section 4, "**Liquidation Event**" means (i) any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, (ii) the consummation of an acquisition, merger or reorganization of the Corporation after which the shareholders of the Corporation prior to such transaction own less than a majority of the equity value or voting securities of the entity surviving such transaction, or (iii) the sale, distribution, or other disposition of all or substantially all of the Corporation's assets.

#### 5. Conversion.

(a) **Optional Conversion.** A holder of Preferred Stock shall be entitled, at any time, to cause any or all of the shares of Preferred Stock held by such holder to be converted into shares of Common Stock at a 1:1 ratio, being one share of Common Stock to one share of Preferred Stock (as may be adjusted from time to time pursuant to Section 5(f), the "**Conversion Ratio**"); provided, however, if the Corporation elects to redeem any shares of Preferred Stock and, following notice of such redemption, the holder thereof elects to exercise its conversion rights, then such holder must exercise its conversion rights prior to the close of business on the date 30 days before the date fixed for redemption by the Corporation. At the time of such conversion, an amount equal to the aggregate amount of accrued but unpaid dividends due through the date of conversion on the shares of Preferred Stock to be so converted shall be paid in cash by the Corporation to the applicable holder.

(b) **Notice of Conversion.** To convert shares of Preferred Stock into shares of Common Stock, the holder thereof shall give written notice to the Corporation (the

**“Conversion Notice”**) of such holder’s election to convert a stated number of shares of Preferred Stock (the **“Conversion Shares”**) into shares of Common Stock on the date specified in the Conversion Notice (which date shall not be earlier than 30 days after the date of the Conversion Notice), and by surrender of the certificate or certificates, duly assigned and endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) representing such Conversion Shares. Promptly after the receipt of the Conversion Notice and surrender of the Conversion Shares, the Corporation shall issue and deliver, or cause to be delivered, to the holder, a certificate or certificates for the number of shares of Common Stock issuable upon the conversion of such Conversion Shares. Such conversion shall be deemed to have been effected as of the close of business on the date specified in the Conversion Notice, and the converting holder shall be treated for all purposes as the holder or holders of record of the shares of Common Stock issuable upon such conversion, and shall not be treated as a holder of Preferred Stock, as of the close of business on such date.

(c) **Reservation of Shares.** The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for issuance upon the conversion of shares of Preferred Stock as herein provided, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all of the shares of Preferred Stock at the time outstanding.

(d) **Cancellation and Reissuance of Converted Shares.** Any shares of Preferred Stock acquired by the Corporation by reason of the conversion of such shares as provided hereby, or otherwise so acquired, shall be cancelled as shares of Preferred Stock and restored to the status of authorized but unissued shares of Preferred Stock of the Corporation, undesignated as to series, and may thereafter be reissued as part of a new series of such Preferred Stock as permitted by law.

(e) **Stock Transfer Taxes.** The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of the Preferred Stock or shares of Common Stock or other securities issued on account of the Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of the Preferred Stock or Common Stock or other securities in a name other than that in which the shares of the Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any person with respect to any such shares or securities other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(f) **Adjustment of Conversion Ratio.** If the Corporation shall (i) subdivide the outstanding shares of Common Stock or (ii) combine the outstanding shares of Common Stock into a smaller number of shares, in each case whether by reclassification of shares or recapitalization of the Corporation, the Conversion Ratio in effect immediately prior to such action shall be adjusted by multiplying such Conversion Ratio by a fraction, the numerator of which shall be the aggregate number of shares of Common Stock outstanding immediately after

such event, and the denominator of which shall be the aggregate number of shares of Common Stock outstanding immediately before such event.

(g) **Notices of Record Date.** Whenever an adjustment to the Conversion Ratio of the Preferred Stock is required pursuant to Section 5(f), the Corporation shall forthwith place on file with the Secretary of the Corporation a statement signed by an officer of the Corporation stating the adjusted Conversion Ratio determined as provided herein. Such statement shall set forth in reasonable detail such facts as shall be necessary to show the reason and the manner of computing such adjustment. Promptly after each adjustment to the Conversion Ratio of the Preferred Stock, the Corporation shall send a notice thereof and of the then prevailing Conversion Ratio to each registered holder of shares of Preferred Stock at the address shown on the books of the Corporation. However, except as may be otherwise required by law, the failure to give the notice required by this Section 5(g) or any defect therein shall not affect the legality or validity of any distribution, right, option, warrant, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up, or the vote upon any action.

#### Section 4.3. Common Stock.

(a) The holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Common Stock are entitled to vote.

(b) Subject to the Liquidation Preference and any other rights of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor, and shall share equally on a per share basis in such dividends and distributions.

(c) Subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of the Common Stock held by them.

Section 4.4 Rights and Options. Subject to the Bylaws and any shareholders' agreement, the Corporation has the authority to create and issue rights, warrants and options entitling the holders thereof to purchase shares of any class or series of the Corporation's capital stock or other securities of the Corporation, and such rights, warrants and options shall be evidenced by instrument(s) approved by the Board. The Board is empowered to set the exercise price, duration, times for exercise and other terms and conditions of such rights, warrants or options; provided, however, that the consideration to be received for any shares of capital stock subject thereto may not be less than the fair market value thereof, as determined by the Board.



## **ARTICLE V.**

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its shareholders or any class thereof, as the case may be, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

B. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation, provided that this provision shall not divest the Corporation's shareholders of the power or limit the shareholders' power to adopt, amend or repeal the Bylaws.

D. The method of selection, appointment, or election of the Board of Directors shall be as provided from time to time in the Bylaws of the Corporation.

E. Advance notice of shareholder nominations for the election of directors and of business to be brought by shareholders before any meeting of the shareholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

## **ARTICLE VI.**

Meeting of shareholders may be held within or without the State of Florida, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the Act) outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

## **ARTICLE VII.**

Except as provided in Article VIII and Article IX below, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

## **ARTICLE VIII.**

To the fullest extent permitted by the Act, as the same exists or as may hereafter be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of these Amended and Restated Articles of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article VIII, would accrue or arise.

prior to such amendment, repeal or adoption of an inconsistent provision.

#### **ARTICLE IX.**


Subject to any provisions in the Bylaws of the Corporation related to indemnification of directors or officers of the Corporation, the Corporation shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board of Directors of the Corporation.

The Corporation shall have the power to indemnify, to the extent permitted by the Act, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Corporation who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article IX, nor the adoption of any provision of these Amended and Restated Articles of Incorporation inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

**IN WITNESS WHEREOF**, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed by its duly authorized officer on this 20<sup>th</sup> day of June, 2022.

**ALL WEATHER CONTRACTORS, INC.**

By:   
Name: Brian Leonard  
Title: President