

PO6 000075407

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2021 MAY 24 PM 9:01  
SECRETARY OF STATE  
COLUMBIA, SC

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Picsolve, Inc.

DOCUMENT NUMBER: P06000075407

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

Please return all correspondence concerning this matter to the following:

Christopher Bardier  
Name of Contact Person  
Picsolve, Inc.  
Firm/ Company  
6220 Hazeltine National Drive Suite 110  
Address  
Orlando, FL  
City/ State and Zip Code  
chris.bardier@picsolve.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Chris Bardier at ( 407 ) 256-0271  
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  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

2021 MAY 24 PM 9:01

Picsolve, Inc.

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

P06000075407

(Document Number of Corporation (if known))

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

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

N/A

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

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

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

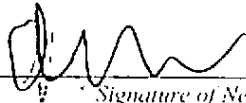
Name of New Registered Agent Christopher Bardier

(Florida street address)

New Registered Office Address: 6220 Hazeltine National Drive, Florida 32792  
(City) (Zip Code)

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

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



Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11)(e), F.S.

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

X Change                      PT              John Doe

X Remove                      V              Mike Jones

X Add                              SV              Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

**E. If amending or adding additional Articles, enter change(s) here:**

*(Attach additional sheets, if necessary). (Be specific)*

Add an "Article IX" and the language of the resolution included in exhibit A

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

*(if not applicable, indicate N/A)*

N/A

May 7th 2021

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

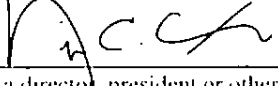
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by \_\_\_\_\_"  
(voting group)

Dated May 5, 2021 \_\_\_\_\_

Signature  \_\_\_\_\_  
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Nicholas Alexander

\_\_\_\_\_  
(Typed or printed name of person signing)

CEO

\_\_\_\_\_  
(Title of person signing)

Exhibit A

### Indemnification Agreement

This Indemnification Agreement (the "**Agreement**") is entered into this 7th day of May, 2021 by and between Picsolve, Inc. (the "**Company**") and Nicholas Alexander (the "**Indemnitee**"). Each of Company and Indemnitee may be referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Indemnitee is the sole director and CEO of the Company:

WHEREAS, the Company desires to enter into that certain Loan Note by and between Company and Picsolve International Limited (in Administration), substantially in the form attached hereto as *Exhibit A* (the "**Loan Note**");

WHEREAS, the Company desires to enter into that certain Deed Release by and between Company and Picsolve International Limited (in Administration), substantially in the form attached hereto as *Exhibit B* (the "**Deed Release**");

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which Company agrees to indemnify Indemnitee in connection with claims arising out of or related to the Loan Note and Deed Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Indemnification. The Company shall indemnify and hold harmless Indemnitee to the fullest extent permitted by applicable law, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlement, interest, awards, penalties, fines, cost or expenses of whatever kind, including reasonably attorney's fees (collectively, the "**Expenses**") to the extent incurred in connection with, based upon, arising out of, or related to the Loan Note and the Deed Release (any such claims for indemnification made under this Section shall be referred to herein as a "**Claim**").

2. Notification and Defense of Claims.

a. Notification of Claims. Indemnitee shall immediately notify the Company in writing of any Claim or the known possibility of a Claim, including a brief description (based upon information then available to Indemnitee) of the nature of, and the facts underlying such Claim. The failure by Indemnitee to timely notify Company hereunder shall not relieve the Company from any liability hereunder unless such failure materially prejudices the Company.

b. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any

Expenses subsequently incurred by Indemnitee in connection with Indemnitee's defense of such Claim.

3. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a director or officer of the Company and shall continue thereafter (a) so long as Indemnitee may be subject to any possible Claim and (b) through out the pendency of any proceeding commenced by the Indemnitee to enforce or interpret his or her rights under this Agreement.

4. No Duplication of Payments. Notwithstanding any provision to the contrary in this Agreement, the Company shall not be liable under this Agreement to make any payment to Indemnitee in respect to any Expenses to the extent Indemnitee has otherwise received payment under any directors' and officers' liability or other insurance policy for such Expense.

5. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws.

6. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the Parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the Party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

7. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

*[Signature Page Follows]*