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(Requestor's Name)

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PICK-UP WAIT MAIL

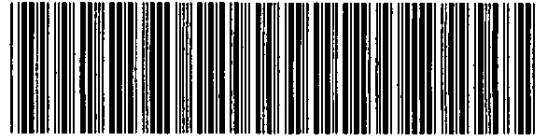
(Business Entity Name)

(Document Number)

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08 AUG 28 AM 9:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Amend

SEP 03 2008

PC

Katherine A. Strong

7067 County Road 561 E Bushnell, Florida 33513

Telephone 352-603-1192 Facsimile 352-569-5365

August 25, 2008

Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, Florida 32314

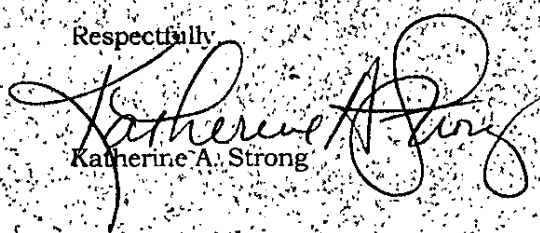
RE: Strongside Arms, Inc
FEIN: 26-2977293

To Whom It May Concern:

Please find enclosed an original copy of the "Amendment to Articles of Incorporation" for the above referenced Florida for-profit corporation. I respectfully request that the amendment be recorded the effective date of declaration and adoption by the board of directors and officers of the corporation. Enclosed is a check in the amount of \$35.00, as required for the filing and/or recording fee.

Thank you for your immediate attention to this very important matter. Should you have any questions, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully


Katherine A. Strong

Enclosure(s)

Check for \$35.00
Amendment for Strongside Arms, Inc.

cc: Strongside Arms, Inc.
File

cc: [unclear]

cc: [unclear]

cc: [unclear]

Thank you for your business!

FILED

08 AUG 28 AM 9:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO ARTICLES OF INCORPORATION

FOR

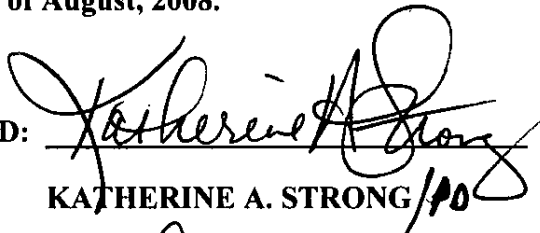
A FLORIDA CORPORATION
STRONGSide Arms, INC.

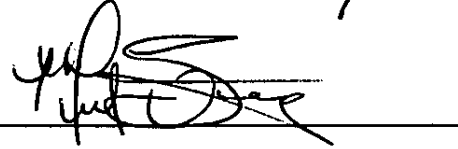
IT IS HEREBY DECLARED, after designation by the board of directors, stockholders, officers, directors, owners and all interested and viable parties, an agreement to amend the previously issued Articles of Incorporation, as follows:

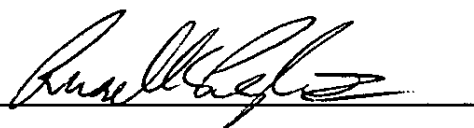
The attached "Stock Agreement" shall be added as an addendum to the "Articles of Incorporation for Florida Corporation, Strongside Arms, Inc.", effective the date shown below.

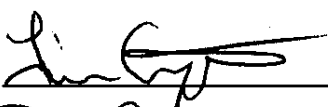
THE EFFECTIVE DATE of the adoption of this amendment is Thursday, August 21, 2008, occurring during a special meeting at 7067 County Road 561B, Bushnell, Sumter County, Florida. All eligible directors, stockholders, officers, directors, owners and/or interested parties were present and in agreement, as evidenced by the meeting minutes on file at the corporation's principal office.

ADOPTED this 21st day of August, 2008.

SIGNED: 
KATHERINE A. STRONG / PD

SIGNED: 
MICHAEL L. STRONG / VPD

SIGNED: 
RUSSELL C. PEEPLES III / D

WITNESS: 
Tim Carpenter

STOCK AGREEMENT

Agreement made August 21, 2008, between *Strongside Arms, Inc.*, a Corporation, organized and existing under the laws of the State of Florida, with its principal office at 7067 County Road 561B, Bushnell, Sumter County, Florida, herein after referred to as the company, and the following stockholders of the company, herein after referred to as the stockholders:

Name	Stockholder's Address	Number of Shares
Katherine A. Strong	7067 County Road 561B, Bushnell, Sumter County, Florida, 33513	50 (Fifty)
Michael L. Strong	7067 County Road 561B, Bushnell, Sumter County, Florida, 33513	45 (Fourty-five)
Russell C. Peebles, III	Post Office Box 2005, Bushnell, Sumter County, Florida, 33513	5 (five)

RECITALS

A. The above-named stockholders of the company desire to assure continuity of ownership of the company.

B. The stockholders, after mutual consultations, have agreed, in order to ensure such continuity, to restrict the sale or transfer of shares of the company, both during the lifetime and at the death of any of the stockholders.

For the reasons above set forth, and in consideration of the mutual covenants and promises of the parties hereto, the company and the stockholders agree as follows:

SECTION ONE.

FIRST RIGHT OF PURCHASE IN COMPANY

If any stockholder shall, during the stockholder's lifetime, desire to sell or transfer all or any part of the stockholder's shares of stock in the company, the stockholder shall first offer to sell the above-mentioned shares to the company at a price per share equal to the then book value of each of the shares as of the last day of the calendar month next preceding the date the shares are offered for sale. Book value shall be determined by the independent certified accountants for the company, and such valuation shall be in accordance with generally accepted accounting principles consistent with the method of accounting then employed by the company and shall be binding on the parties.

SECTION TWO.

OFFER TO OTHER STOCKHOLDERS IF COMPANY DOES NOT PURCHASE

The offer to sell shall be communicated in writing by the selling stockholder to the board of directors of the company and to all other stockholders, and the company shall have a period of thirty (30) days after receipt of such notice in which to exercise its rights to purchase the shares at a price determined as specified in Section One. If the company shall refuse or neglect to notify the selling stockholder in writing of its intention to purchase the shares within the thirty-day period, or if the company is prohibited by law from making such a purchase or redemption, the selling stockholder shall then notify in writing the other stockholders of the stockholder's intention to sell and the number of shares offered for sale, and the other stockholders shall have an additional period of 10 (ten) days within which to accept the offer to sell on the same terms and conditions as offered to the company, each of the other stockholders having the right to purchase the number of shares owned by the selling stockholder equal to such purchasing stockholders' proportionate ownership of the company immediately prior to the receipt of such offer to sell.

SECTION THREE.

STOCKHOLDER'S RIGHTS IF NEITHER COMPANY NOR OTHER STOCKHOLDERS EXERCISE OPTION

If neither the company nor the other stockholders elect to purchase the shares within the time limited on the terms set forth above, the stockholder desiring to sell or transfer his or her shares shall be free to do so to any other person or company free of any restrictions provided herein; provided, however, that such sale or transfer shall not be on terms less favorable to the selling stockholder unless the less favorable terms are re-offered to the company and/or the other stockholders as herein provided. If the sale or transfer to any other such person or company is not completed within thirty (30) days after the expiration of the periods of time set forth in this agreement, the selling stockholder must, before making any subsequent sale or transfer, re-offer the shares to the company and/or the other stockholders as provided in this agreement.

SECTION FOUR.

CLOSING OF SALE

The closing of the sale and transfer of such shares to the company or to the other stockholders of the company shall take place within ten (10) days after the acceptance of the selling stockholders' offer to sell, and the purchase price so determined shall be paid by the purchasers to the seller by means of either payment in full or a promissory note due five (5) years from date, bearing interest at the rate of five percent (5 %) per annum on the unpaid principal balance, principal payable in full at the end of the five-year term, plus interest. Such promissory note shall permit prepayment at any time without penalty.

Simultaneously with such payments, the stock of the selling stockholder shall be delivered to the purchaser in such form as to effectively transfer such shares, at which time such selling stockholder's rights as a shareholder of the company shall cease to exist as to the shares so transferred.

SECTION FIVE.

DEATH OF STOCKHOLDER

On the death of a stockholder named above, the company shall purchase and the estate or personal representative of the deceased stockholder shall sell the decedent's stock in the company for a consideration equal to the book value of such stock as established by the accountants for the company as herein provided above. In the event the company is then prohibited by law from making such purchase or redemption of the decedent's shares of stock in the company, the then surviving stockholders of the company shall purchase and the decedent's estate shall sell all of the shares of stock owned by the decedent on the date of his or her death at the same price and on the same terms and conditions as set forth above. In the event of the survival of two or more stockholders of the company; each shall be jointly and severally liable to the decedent's estate for the purchase price, but as between them they shall share such liability in the ratio that the number of the shares of stock respectively owned by them at the time of the decedent's death bears to the aggregate number of such shares and the shares of stock owned by the decedent's estate shall, in like manner, be apportioned between them based on their proportionate ownership of the shares of stock of the corporation at the date of the decedent's death. The closing of the sale and purchase of the shares by the company or, in the event of its inability to complete the purchase by the surviving stockholders shall be made within three (3) months after the date of the deceased stockholder's death and the purchase price shall be paid to the estate of the decedent under the terms of Section Four. In making the valuation of the shares, the accountants for the corporation shall determine the book value as herein provided as of the end of the calendar month next preceding the date of the decedent's death.

SECTION SIX.

LEGEND ON STOCK CERTIFICATE

No stockholder of the company shall sell or offer to sell to a person not a party to this agreement, nor transfer or assign any of his or her right, title, or interest in or to any stock owned by the stockholder during the stockholder's lifetime, nor shall a stockholder's heirs, personal representatives, successors, or assigns make any such sale or transfer of such shares after the death of any of the stockholders except in accordance with the terms and conditions of this agreement. Certificates of stock subject to this agreement shall be endorsed as follows: "This certificate of stock is subject to a stock purchase agreement between its owners, the issuing company, and the other stockholders thereof, dated August 25, 2008, and is transferable only in accordance with the agreement."

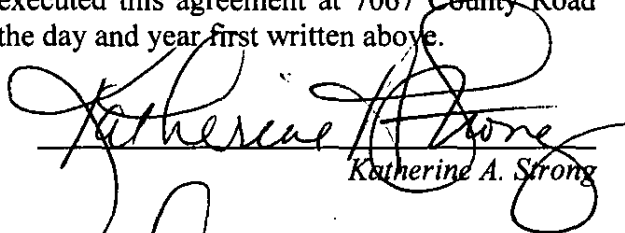
SECTION SEVEN.

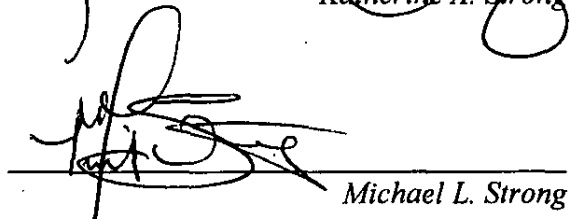
TERMINATION OF AGREEMENT

This agreement shall terminate and become null and void on the occurrence of any of the following events:

- A. Cessation of the company business or enterprise during the lifetime of the stockholders;
- B. Bankruptcy or receivership or dissolution of the company;
- C. Sale of the company business or enterprise;
- D. Death of the stockholders simultaneously or within a period of ninety (90) days, one from the other; or
- E. Mutual agreement of termination executed by all of the stockholders of the company and shown in the minute book.

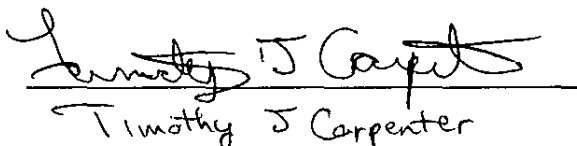
In witness whereof, the parties have executed this agreement at 7067 County Road 561B, Bushnell, Sumter County, Florida, the day and year first written above.


Katherine A. Strong


Michael L. Strong


Russell C. Peeples, III

Witness:


Timothy J. Carpenter